

**CATS - Conveyancing & Trust Account System  
Application Form**

**Complete and sign the form below and return to the  
Australian Institute of Conveyancers (SA Division) Inc, PO Box 2402, Adelaide SA 5001  
or Fax 08 8232 8618 or email assist@aicsa.com.au**

<b>Applicant</b>	<b>Contact Person</b>
Business Name:	Name
ABN	Mobile Phone
Address: ..... ..... Office Phone: ..... Email: .....	Number of workstations on which CATS is to be installed <input type="text"/>  <b>Initial Fee</b> Base Price (up to 2 users) \$1,650.00 + ..... users @ 165.00 ea \$ .....  <b>Total</b> \$..... <i>Prices are per annum and include GST</i>  Preferred payment: Annually <input type="checkbox"/> / Quarterly <input type="checkbox"/>
<b>CURRENT SYSTEM CONFIGURATION</b>	Preferred installation date / /
Do you run a Local Area Network? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, does it include a dedicated server? Yes <input type="checkbox"/> No <input type="checkbox"/> Current Operating System: Windows XP <input type="checkbox"/> Vista <input type="checkbox"/> Windows 7 <input type="checkbox"/> Is Microsoft SQL Server installed? Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>YOUR IT CONSULTANT</b> Name ..... Mobile ..... Email .....
<b>MINIMUM SYSTEM REQUIREMENTS</b>	
The minimum system requirements required by the CATS software (to be installed on each PC using CATS) are Operating System – Windows XP, Vista or Windows 7, Microsoft Office 2003 or later. Laser or Ink Jet printer(s). Dot matrix printers are not compatible with CATS	
<b>LOOSE LEAF CHEQUES</b>	
An important and time saving feature of CATS is the ability to print loose leaf cheques. We can provide you with the format required by CATS to obtain these. Will you be using loose leaf cheques? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>ADMINISTRATION</b>	
All administration and invoicing will be conducted by the Australian Institute of Conveyancers (SA Division) Inc. Charges will apply from the Commencement Date (date of installation) for Initial Fee and annually thereafter for renewal fee. Yearly invoices will be generated but payments may be made quarterly by arrangement.	
I/We the person(s)/entity above named ('User') confirm the order for the installation of the CATS Software subject to the terms and conditions set out in the Licence from Nickel It Systems Pty Ltd ABN 50 125 322 358 ('Licensor') of P O Box 87 Greenacres SA 5086 as set on the reverse of this Application which I have read and agree to.  Signed ..... Dated ...../...../.....	

## **USER LICENCE**

### **1. GRANT:**

The Licensor grants to the User who accepts a non-exclusive, personal, non-assignable licence ("the Licence") to

- 1.1 use the Licensor's CATS Software, a programme which provides amongst other things document production and management, statistical reporting and Trust Accounting ("the Software"), which expression includes any associated media and any information (in writing or in electronic format) at any time provided by the Licensor for use with another component of the Software) on the terms in this Agreement;
- 1.2 download and temporarily store insubstantial portions of such data to a storage device under your exclusive control; and
- 1.3 internally display such downloaded data.

### **2. ANCILLARY SERVICES**

The Licensor is obliged to provide during the term at no further cost:

- 2.1 free telephone support for the Software between the hours of 8.00am and 6.00pm CST Monday to Friday (excluding public holidays in South Australia);
- 2.2 an initial login name and password
- 2.3 any upgrades to the Software.

### **3. LICENCE FEE**

#### **3.1 Initial Fee**

In consideration of the grant of the Licence, the User must pay the fee set out on the reverse of this form ("the Initial Fee") to the Licensor. The Initial Fee covers the use of the Software on the number of computers listed, for a period of 12 calendar months commencing on the date of installation of the Software ("the Commencement Date"). The Initial Fee is not refundable.

#### **3.2 Renewal Fee**

The User may extend the Licence granted under this Agreement for further periods of 12 calendar months each commencing on the anniversary of the Commencement Date ("the Anniversary Date"). Prior to the Anniversary Date, the User must pay the Renewal Fee published on the CATS website effective from 1 January of the year of the Anniversary Date.

Any fee paid under this Clause ("Renewal Fee") must be paid before the Anniversary Date and is non-refundable.

### **4. CALLOUT FEE**

If the Licensor is required to attend the premise of the User for any reason other than a fault caused by the Software, the User must pay the Callout Fee published on the CATS website. The Licensor reserves the right to vary the Callout Fee during the term of this Agreement.

### **5. PAYMENT OF FEE**

The fees are to be paid in accordance with and by means advised on the tax invoice. If any payment is outstanding after 14 days from the due date, the Licensor shall be entitled to suspend its remaining obligations under this agreement and to repossess the Software.

### **6. TERM**

The Licence is for a term of 12 calendar months, beginning on the Commencement Date. The Licence is subject to early termination by the Licensor should the User:

- 6.1 breach this Agreement; or
- 6.2 cease their membership with the Australian Institute of Conveyancers SA Division ABN 57 114 567 550 ("the AIC").

### **7. USE**

The user may install and use one copy of the Software on such number of computers as licensed to the User.

### **8. THE TITLE**

#### **Software Title**

The Software is copyright of the Licensor or third party suppliers as the case may be. The Licence does not confer on the User any ownership or security interest in the Software.

Unless permitted by law or as otherwise expressly permitted in this Agreement, the User must not, nor may the User authorise any third person to:

- 8.1 reproduce, copy, download, scrape, store, publish, transmit, transfer, communicate, distribute, disseminate, sell, rent, lend or otherwise use the publications or the service, or any part of the publications or service, in any form or by any means;
- 8.2 modify or make any alterations, additions or amendments to any part of the copyright publications downloaded from the service;
- 8.3 make the service or any copyrighted material available to any person other than an authorised user;
- 8.4 convert material from the software into an electronic format other than the one in which it was supplied;
- 8.5 reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the service or reproduce all or any portion of the said components;
- 8.6 remove, alter, circumvent or tamper with any trademarks, copyright notices, copyright protection devices, disclaimers or other legal notices;
- 8.7 combine the whole or any part of the data available on the service with any other software, data or material; or
- 8.8 Store or use any part of the data in such archival database or other searchable database except as forming part of any work product.

### **9. TEMPLATE DOCUMENTS**

The parties acknowledge that certain of the template documents accessible using the Software are copyright of the Australian Institute of Conveyancers (SA Division) Inc.

### **10. RESPONSIBILITIES OF THE USER**

It is the responsibility of the User to:

- 10.1 verify the accuracy of any results obtained by the use of the Software and to engage the services of a professional for such purpose if it is considered appropriate; and
- 10.2 to keep and maintain regular back up copies of the data produced by the system

### **11. WARRANTY**

The Licensor warrants that, to the best of their knowledge, the Licence does not infringe the rights of any third party. The Licensor also warrants that the Software as delivered will, for 90 days after delivery, perform substantially in conformity with any written materials the Licensor provided with the Software. The Licensor's liability for breach of warranty is limited to (at the Licensor's election) supplying the Software again or a refund of the Licence fee paid by the User. Any replacement Software will be warranted for the remainder of the original warranty period. Subject to applicable laws, in no case is the Licensor liable for any special, incidental, indirect, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss or corruption of data or any other pecuniary loss) caused by the use of or inability to use the Software.

### **12. INDEMNITY**

The User indemnifies the Licensor from any loss or damage suffered by the User or any third party caused by the use or inability to use the Software except to the extent covered by the warranty as above.

### **13. GOVERNING LAW**

The laws in South Australia govern this Agreement and the parties submit to the jurisdiction of the Courts of that State.