

# Calcurate

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## Calcurate User Agreement

Before using Calcurate, you must read, understand, and accept the following:

### About Calcurate

### System Requirements

### Evaluation, Disclaimer

### Installation, Updates

### Support

### Charges

### General Data Protection Regulation (GDPR)

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## About Calcurate

1. Calcurate is a collection of Microsoft Excel Workbooks which use Macros. Therefore in order to use Calcurate, Microsoft Excel must be installed on the user's computer, and macros must be enabled.
2. Users should have a basic understanding of how to use Microsoft Excel before using Calcurate. We cannot offer any support or advice on how to use or install Microsoft Excel.

## System Requirements

3. Microsoft Excel must be installed on the user's computer, and macros must be enabled. The Calcurate Workbooks are designed to be used with all versions of Microsoft Excel from Excel 2000 to the current versions of Microsoft Excel as at 10<sup>th</sup> April 2018. The Calcurate Workbooks are designed to be used on versions of Windows from Windows XP to Windows 10
4. We cannot guarantee that the Calcurate Workbooks will work with any version of Excel or any operating system other than those mentioned in paragraph 3.
5. Calcurate is intended to be used on a PC and the default location of the Calcurate Excel files is intended to be in a folder on the hard drive of the user's PC. The 'setup' file provided by us via the Calcurate website will, by default, put the files in the folder:  
  
'C:/Program Files/Calcurate'
6. Users may wish to use Calcurate on a non-Windows operating system or access the Calcurate files via a network or via Citrix and they can of course do this as they would with any other Excel file, however we can not offer any advice or support on using Calcurate in this way.

## **Trial Period – Evaluation / Disclaimer**

7. Prior to subscribing to Calcurate, users should make use of the trial copy to satisfy themselves that the Calcurate Workbooks are compatible with their version of Excel, their Operating System, and their intended method of access – e.g. PC, Network Folder, Citrix.

8. Prior to subscribing to Calcurate, users should make full use of the trial period to satisfy themselves of the suitability, accuracy, and reliability of the Calcurate Workbooks. The writer and supplier of the Workbooks cannot accept any liability for any loss sustained through use or misuse of the Calcurate Workbooks.

## **Installation and Updates**

9. Calcurate is supplied to the user via a download from the Calcurate website. There are two options available on the download webpage, one is a 'setup' programme which puts the Excel files (that make up the Calcurate package) onto the user's computer. The setup option will put the Calcurate files onto the user's computer in the default location – see paragraph 5. The other is a 'Files Only' option which allows the user to download a 'zip' file containing the Calcurate Workbook files. Users may wish to use the 'Files Only' option to install Calcurate in an alternative location such as on a network folder, or on a non-Windows operating system (e.g. Mac OS). (See paragraph 6). Please be aware that we cannot offer any support on use of the 'Files Only' option

10. Updates will be made available to users (who have paid the appropriate annual subscription fee) as and when necessary, and as soon as practicable. Updates will be issued to maintain the accuracy and functionality of a workbook following changes to legislation that affects rate liability in the years covered by that workbook. For example, the English 2010 Workbook was updated to allow for the enhanced SBRR Scheme, the Deferral Scheme, and the Retail Discount scheme. The English 2017 Workbook has been updated since its launch to allow for: The change from RPI to CPI, Supporting Small Businesses Relief, Pub Relief, and Local Discretionary Revaluation Relief. Updates are also issued to take account of other relevant details such as changes to the CPI figure or changes to the Non Domestic Rating Multipliers that might affect liability up to the end of the rating list period covered by that workbook. Updates will also be issued on a user's renewal of the annual subscription.

11. The 2017 Calcurate Workbooks cover the period from 1st April 2017 to 31st March 2021. Updates will NOT be issued to extend the scope of an existing Calcurate Workbook beyond the end of the rating list period covered by that workbook.

12. A new Calcurate Package will be required for the next rating list period, currently intended to be from 1st April 2021, for which there will be a charge.

## Support

13. Many queries can be answered by visiting the 'Guidance Notes' section of the Calcurate website. If this does not provide the answer to your problem, support for the Calcurate Workbooks is, in the first instance, by email. Please email your query to [support@calcurate.co.uk](mailto:support@calcurate.co.uk) giving as much detail as possible and attaching screen shots to illustrate the issue. We will respond by email or 'phone. Depending on the nature of the query we may be able to respond immediately but if not, we endeavour to respond within two hours. Please note that we only offer support on how to use Calcurate, we do not offer support on Microsoft Excel or guidance on Business Rates Legislation.

## Charges

14. A Calcurate 'Package' is available for each English rating list revaluation period, i.e. 1990, 1995, 2000, 2005, 2010, 2017, and the next package is intended to be 2021. A corresponding Scottish and Welsh workbook will also be supplied but they may not be as fully featured as the English. The cost of Calcurate is made up of an Annual Licence Fee which covers the use of any and all packages, and a one-off fee for each package required. The annual licence fee will be reviewed periodically, typically at each English revaluation, and all costs will be, or have been, set out in a separate quote.

## General Data Protection Regulation (GDPR)

15. Under the General Data Protection Regulations, email addresses which identify a person may be classed as Personal Data. Calcurate will hold and process this data to provide you with information required to fulfil our service to you, to submit invoices, and to offer products and services. This is considered to be a lawful basis under Article 6(1)(b) where:

"processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract"

## Agreement

This does not constitute an order for any Calcurate product or package, but in the event that I/we place an order I/we accept that use of any Calcurate product indicates acceptance of the above, and in addition, we give consent to personal email addresses being held and processed by Calcurate Ltd as set out in paragraph 15.

I have read, understood, and I accept the above.

\_\_\_\_\_ (signature) Date: \_\_\_\_\_

Name \_\_\_\_\_ On behalf of \_\_\_\_\_