



Subscriber Details: Please Complete in BLOCK LETTERS

NAME/Company:
Address:
..... Postcode
Phone: Fax:

Choose a personal e-mail ID or name i.e.: anynone@britishmonomarks.co.uk
(We will contact you if not available)

.....

Upon receipt of payment we shall confirm your e-mail address and provide you with log on details.

Annual Charge: £75 + VAT @ 17.5% = £88.13 E

Payment enclosed Cheque Cash Credit Card

Credit/Debit Card Authorisation

I authorise British Monomarks Ltd to charge my MASTERCARD/VISA/SWITCH/AMEX account in respect of this invoice.

Name (as on card)

Cardholder Address

.....Postcode

Card No:

Expiry date: / Issue No.

Signature: Date:

I/we accept the attached terms and conditions which we have read and agreed.

Signed for and on behalf of the Subscriber

Date:

Agreement between British Monomarks Limited (“Monomarks”) and the Subscriber (“the Subscriber”) details of which appear overleaf:-

Monomarks will supply e-mail service (“the service”) as shown in its literature from time to time in force and/or notified from time to time to the Subscriber and subject to the terms hereof.

The Subscriber will pay an annual charge as shown in Monomarks literature on the signing hereof. The Subscriber will be notified in writing of any change in the annual charge and such altered charge will become applicable fourteen days thereafter.

Monomarks will take all reasonable steps in performing the service.

No liability shall attach to Monomarks its directors, managers, agents and employees either in contract or in tort for any damage or loss arising from any injurious act or default howsoever occurring or to whomsoever caused including negligent acts or default of Monomarks its directors or other persons as aforesaid. If it should be decided by a Court of competent jurisdiction that the foregoing provisions of this paragraph (or any part thereof) are of no or limited effect then there shall be substituted for the said foregoing provisions a provision in identical terms save that it shall apply only to such injurious acts or defaults as could not have been foreseen and avoided by the exercise of due diligence on the part of the directors or managers of Monomarks.

The Subscriber expressly agrees that all directors, managers, agents and employees of Monomarks shall be entitled to the benefit of all exceptions, immunities and limitations herein contained and that such directors, managers, agents and employees shall be under no liability in addition to or separately from that of Monomarks hereunder and that all such persons shall be or be deemed to be parties to this Agreement to the extent only that their inclusion is necessary to give effect to the provisions in this and the foregoing paragraph.

To the extent that contractual or tortious liability attaches notwithstanding the provisions hereunder such liability of Monomarks, its directors, managers, agents and employees shall in no case exceed the sum of £500.

Unless the Subscriber notifies Monomarks in writing of any claim or dispute arising out of the performance, purported performance or non-performance of the service or of this contract or any breach thereof within five days of such claim or dispute arising the same shall be deemed to be irrevocably and unconditionally waived by the Subscriber and absolutely barred.

No claim or dispute which the Subscriber may at any time have or purport to have with or against Monomarks shall entitle the Subscriber whether by claim set-off counter-claim or otherwise to defer or make any deduction from the charges due to Monomarks hereunder.

The Subscriber undertakes not to use the services for obscene, illegal or defamatory purposes and Monomarks may refuse to supply the services where in its absolute discretion it considers that to do so would cause damage or distress to any party. The Subscriber undertakes to indemnify and keep indemnified Monomarks at all times against any claim arising out of such obscene, illegal or defamatory use or otherwise.

This Agreement shall continue from year to year unless determined by written notice:

- a) by Monomarks forthwith arising out of the Subscriber’s failure to comply with all the terms, conditions and warranties incorporated in this agreement
- b) by either party by one month’s prior written notice provided that all monies then outstanding to Monomarks shall have been paid by the Subscriber before the Subscriber may give such notice. In either such case such determination as above shall be without prejudice to any subsisting rights or claims arising out of a breach or series of breaches of this agreement.

No agreements representations or understandings that would otherwise have the effect of varying this agreement shall be binding upon either of the parties hereto unless reduced to writing and signed on behalf of both Monomarks and the Subscriber.

Each of the provisions hereunder are severable from each other to the intent that it shall not be a precondition of the enforceability of a particular provision that all provisions hereunder are so enforceable.

The law of England shall apply to this agreement and in the case of inconsistency and doubt between the wording of this agreement and any translation thereof, the normal English interpretation shall prevail.

For Office Use Only	