



COGITAR SOFTWARE LIMITED ORDER FORM FOR iDirres SOFTWARE

Please print and SIGN TWO copies of this document, send both copies back to Cogitar software Limited. We will then counter sign both copies and send a copy back for your records.

Please also fill in and return the attached Direct Debit form.

Customer Details

Customer Name	
Primary Address	
Post Code	
Telephone Number	
Name of Customer Representative	
Position of Customer Representative	
Direct telephone No for Customer Representative	
E-mail for Customer Representative	

Contract Details

Contract Start Date	____ / ____ / 20
Set Up Fee	£0
Monthly Fee (see pricing page)	
Number of Additional Licences	

Amendments

Amendments	IF This order relates to an iDirres single user system please read: Where mentioned in the attached terms and conditions you accept the following change; Base System is taken to mean ONE (1) licence NOT to five (5) licences as per the iDirres 5 user system. You agree that any other reference to five licences or base systems is changed and amended to be taken as one (1) user licence only.
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BY SIGNING THIS ORDER FORM THE CUSTOMER AGREES TO THE ATTACHED TERMS AND CONDITIONS FOR USE OF iDirres SOFTWARE and any alterations agreed and outlined in the amendments section (above).

Signed on behalf of the Customer	Signature:
Date	Name:
	Position:
Signed on behalf of Cogitar Software Limited	Signature:
Date	Name:
	Position:

Please return the signed form **IN DUPLICATE** to:

Cogitar Software Limited, 9-13 Thorne Road, Doncaster, South Yorkshire, DN1 2HJ

Tel: 0845 680 1925* e-mail: ContractOrders@cogitar.net

There are four (4) pages to this order form (including this page).



TERMS AND CONDITIONS FOR USE OF iDirres SOFTWARE

Please read these terms and conditions carefully, as they contain important information about the Customer's rights and obligations. In particular, Cogitar draws the Customer's attention to clause 5.4 and clause 13.

- 1 Definitions and Interpretation**
- 1.1 In these terms and conditions the following words and phrases shall have the following meanings, unless the context otherwise requires:
- Additional Licences** means a licence purchased by the Customer for blocks of additional Authorised Users (in excess of the five Authorised Users included in the licence for the Base System) to use the Online Service;
- Authorised Users** means such number of persons as are specified in the Order Form who are licensed to use the Online Service or such other number of persons as may be agreed between the parties from time to time in accordance with clause 2.7;
- Base System** means the core system of the Software which includes the database, support system website, shopping cart, hosting fees and five licences for Authorised Users;
- Cogitar** means Cogitar Software Limited (company number: 04915506) whose registered office is at 9-13 Thorne Road, Doncaster, South Yorkshire, DN1 2HJ;
- Cogitar's Website** means the website at www.cogitar.net and www.idirres.net or such other website as Cogitar may notify to the Customer from time to time;
- Contract** means these terms and conditions and the Order Form;
- Customer's Data** means any data information or material that the Customer inputs, processes or creates in the course of using the Online Service.
- Customer's Representative** means the person appointed by the Customer under clause 5.1 to act as the first line of support to users of the Online Service;
- Excess Storage Fees** means Cogitar's charges for storage of Customer Data in excess of 100MB from time to time in force as set out on Cogitar's Website;
- Fees** means the Monthly Fee, Excess Storage Fees, Set Up Fee and any other fees or charges payable under the Contract;
- Intellectual Property Rights** all copyrights, patents, utility models, trade marks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
- Minimum Specification** means the minimum specification that a computer system must have in order to be able to use the Online Service, as set out on Cogitar's Website;
- Monthly Fee** means the fee paid by the Customer to have access to the Online Service for a calendar month as set out in the Order Form until varied by Cogitar in accordance with clause 3.1 or increased due to the purchase of Additional Licences by the Customer in accordance with clause 2.7;
- Normal Working Hours** means 9am to 5pm on Working Days;
- Online Service** means the Software provided by Cogitar to the Customer online via Cogitar's Website;
- Order Form** means Cogitar's order form for the Software as attached to the Contract;
- Operating Rules** means any Cogitar's rules or protocols, in whatever form recorded, that affect the Customer's access to or use of the Online Service, as published by Cogitar from time to time on Cogitar's Website;
- Set Up Fee** means the fee payable by the Customer to Cogitar for the Set Up Services as set out in the Order Form;
- Set Up Services** means the initial configuration of the Online Service by Cogitar to allow the Customer to use the Online Service;
- Software** means iDirres software and if appropriate updates thereto;
- Support Service** means the support service for the Online Service and the Software provided by Cogitar in accordance with clause 7;
- Updates** means any new or updated software made available by Cogitar to the Customer as part of the Online Service;
- Working Days** means Monday to Friday excluding bank and public holidays in England.
- 1.2 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.
- 1.3 Except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporation and vice versa.
- 1.4 Headings are included in the Contract for ease of reference only and shall not affect interpretation or construction.
- 2 Access to the Online Service**
- 2.1 Subject to payment of the Set Up Fee and Monthly Fee by the Customer, Cogitar grants the Customer and the Authorised Users a non-exclusive, non-transferable licence to use the Base System and the Online Service for an initial period of one (1) month and continuing thereafter until such time as the Contract is terminated in accordance with clause 14. This licence to use the Base System and the Online Service is granted on the terms set out in the Contract.
- 2.2 Cogitar warrants that:
- (a) it has the right to license the Base System and the Online Service to the Customer; and
- (b) it will provide the Online Service with reasonable skill and care.
- 2.3 In relation to the Online Service the Customer may:
- (a) input and store Customer's Data using the Online Service;
- (b) use the Online Service to access Customer Data for the purposes of providing a customer relationship management tool for the Customer's business.
- 2.4 Cogitar shall on receipt of the Set Up Fee and first Monthly Fee from the Customer perform the Set Up Services.
- 2.5 Cogitar will provide Updates as and when it sees fit and shall notify the Customer by email of the date on which such Updates shall be available.
- 2.6 The Online Service is controlled and operated by Cogitar from its offices in the UK. Cogitar have used its best endeavours to ensure that the Online Service complies with UK laws.
- 2.7 If the Customer wants to increase the number of Authorised Users it must notify Cogitar in writing. Cogitar will inform the Customer in writing of the Monthly Fees that will apply if the Customer purchases Additional Licences. The Customer must confirm to Cogitar in writing that it wishes to purchase the Additional Licences and it agrees to the increase in the Monthly Fees. The Additional Licences shall become available from and the revised Monthly Fees will apply with effect from the first Working Day of the next calendar month.
- 3 Fees**
- 3.1 The Monthly Fee and the Set Up Fee will be as set out on the Order Form and may be varied from time to time by Cogitar giving notice in writing to the Customer. The first Monthly Fee and the Set Up Fee are payable immediately on signature of the Contract and thereafter the Monthly Fee is payable on the first Working Day of each calendar month until such time as the Contract is terminated in accordance with clause 14.
- 3.2 The Monthly Fee is non refundable and is payable monthly in advance. The Online Service shall not be made available to the Customer until such time as the Monthly Fee and Set Up Fee have been paid.
- 3.3 The Fees are subject to VAT.
- 4 Payment**
- 4.1 Payment of the first Monthly Fee and the Set Up Fee may be made by cheque or cash but thereafter Cogitar requires that payment of the Monthly Fee shall be made by direct debit to the bank account designated by Cogitar.
- 4.2 All invoices shall be paid within 7 days of the date of invoice. No payment shall be deemed to have been received until Cogitar have received cleared funds. All payments shall be made in pounds sterling.
- 4.3 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.4 If the Customer fails to pay any sum due under the Contract on the due date for payment then without prejudice to any other right or remedy due to Cogitar, Cogitar shall be entitled to:-
- (a) charge interest on any overdue Fees (after as well as before judgment) at the rate of 4% per annum above the base rate of Barclays Bank plc for the time being in force calculated from the date on which the outstanding sum fell due to the date upon which it is paid; and
- (b) suspend access to the Online Service until such time as payment is made or if payment of the Fees is overdue for over 28 days then Cogitar may terminate the Contract in accordance with clause 14.1.
- 5 Customer Obligations and Restrictions**
- 5.1 The Customer undertakes that during the term of the Contract it shall:-
- (a) comply with all reasonable requests and instructions of Cogitar in relation to the Online Services;
- (b) ensure that all information provided to Cogitar shall be complete and accurate;
- (c) provide Cogitar with such reasonable assistance as Cogitar may request, including, but not limited to, providing sample output and other diagnostic information;
- (d) be responsible for the operation of its website and any failure of its website will be its responsibility and Cogitar shall have no liability in relation thereto;
- (e) sign the standing order mandate provided by Cogitar and return it to Cogitar on signature of the Contract;
- (f) only use the Online Service on a computer system that is equal to or exceeds the Minimum Specification;
- (g) comply with all relevant legislation;
- (h) take such steps as are permitted in the Operating Rules to modify the Online Service for use in its own business;
- (i) appoint the Customer's Representative and notify Cogitar in writing of any change in the Customer's Representative; and
- (j) if selling goods or services online comply with all relevant legislation and ensure that it has appropriate terms and conditions when forming contracts online with its customers.
- 5.2 In relation to the Online Service the Customer shall not and shall ensure that Authorised Users do not:
- (a) download and store electronically, reproduce, transmit, display, copy, distribute or use the Software or the Online Service except that downloading and storing the Customer Data is permitted;

<p>(b) sub-license, rent, lease, transfer or attempt to assign the rights in the Online Service or the Software to any other person and any dealing in contravention of this clause 5.2 (b) shall be ineffective;</p> <p>(c) use the Online Service or the Software except as permitted by the Operating Rules and the Contract;</p> <p>(d) allow any person who is not an Authorised User to use the Online Service or the Software;</p> <p>(e) input or upload any data or content into the Online Service which is defamatory, obscene, indecent, lewd, pornographic, violent, abusive, insulting, threatening or harassing;</p> <p>(f) use over sized fonts, JavaScript, tables, headings or other advanced HTML commands;</p> <p>(g) upload any files that contain viruses, Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operation of the Online Service or another's computer or property of another; or</p> <p>(h) input any third party copyright material.</p> <p>5.3 If Cogitar reasonably consider that the Customer is using the Online Service in breach of sub-clauses 5.2 (e) to (h) Cogitar reserves the right to remove any infringing data file, content or material from the Online Service and Cogitar shall have no liability to the Customer for any error or inconsistency in the Customer's Data or any loss of data.</p> <p>5.4 The Customer agrees to indemnify and keep indemnified Cogitar, its officers, employees, contractors and agents against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against Cogitar by any person arising out of or as a consequence of an unlawful or negligent act or omission of the Customer, its officers, employees or agents in any way connected with the Contract whether arising from any failure by the Customer to comply with the terms of the Contract or otherwise.</p> <p>5.5 The indemnity extends to and includes all costs, damages and expenses reasonably and properly incurred by Cogitar in defending any such action, proceeding, claim or demands.</p> <p>6 Access and Security</p> <p>6.1 In order to access the Online Service the Customer's Representative will be issued by Cogitar with a unique password and user ID and shall be permitted to create user ID and passwords for Authorised Users. The Customer is responsible for the security and proper use of such user ID and passwords (including changing passwords on a regular basis) and must only issue user ID and passwords to Authorised Users. The Customer must take and must ensure that Authorised Users take all necessary steps to ensure that user IDs and passwords are kept confidential, secure, used properly and not disclosed to unauthorised persons.</p> <p>6.2 The Customer must immediately inform Cogitar if there is any reason to believe that any user ID or password has or is likely to become known to someone who is not an Authorised User or that a user ID or password is being or is likely to be used in an unauthorised way.</p> <p>6.3 Cogitar reserves the right to suspend the Customer's and/or any Authorised Users access to the Online Service if at any time Cogitar considers that there has been, is or is likely to be a breach of security or a breach of any of the Contract.</p> <p>6.4 Cogitar reserves the right (at Cogitar's sole discretion) to require the Customer to change the Customer's or any Authorised User's password. If the Customer fails to do so Cogitar shall be entitled to suspend the Customer's access to the Online Service.</p> <p>6.5 The Online Service must not be used fraudulently or in connection with a criminal offence or giving rise to any civil liability.</p> <p>7 Support</p> <p>7.1 If Authorised Users have any technical problems with the Online Service or require any technical support then the Authorised Users must contact the Customer's Representative who will provide first line support and assistance. Cogitar will not respond to any request for technical support made by any person other than the Customer's Representative.</p> <p>7.2 During the term of the Contract, Cogitar shall provide the Customer with the Support Service. The Support Service shall be available during Normal Working Hours. The Customer's Representative shall attempt to resolve any request for technical support from the Authorised Users and if he is unable to do so shall log a support request via Cogitar's Website.</p> <p>7.3 The Customer's Representative must submit sufficient material and information to enable Cogitar's support staff to diagnose and if necessary duplicate the support request. Cogitar's support staff will contact the Customer's Representative by email or telephone during Normal Working Hours to request more information and to resolve the support request.</p> <p>7.4 Cogitar shall not be required to provide the Support Service in respect of:</p> <p>(a) incorrect use of the Online Service or the Software or use of the Online Service on a computer system that does not accord to the Minimum Specification;</p> <p>(b) operator error (which shall be considered to be any use of the Online Service or the Software that is not in accordance with the Operating Rules); or</p> <p>(c) defects or errors caused by the use of the Online Service with computer programs listed in the Operating Rules as not compatible for use with the Online Service.</p> <p>8 Availability of the Online Service</p> <p>8.1 Cogitar will try to make the Online Service available but cannot guarantee that the Online Service will operate continuously and can accept no liability for its unavailability.</p> <p>8.2 Occasionally Cogitar may:-</p> <p>(a) for operational reasons change the technical specification of the Online Service; or</p> <p>(b) temporarily suspend the Online Service for operational reasons such as repair or maintenance of the Online Service or making Updates available but before doing so Cogitar will use its best endeavours to give as much</p>	<p>notice as is reasonably practicable by email to the Customer and shall endeavour to ensure that such suspensions occur outside of Normal Working Hours. Cogitar may also have to temporarily suspend the Online Service in the case of emergency and in such circumstances Cogitar shall not be required to give notice to the Customer. Cogitar will restore the Online Service as soon as it reasonably can after temporary suspension.</p> <p>9 Confidentiality</p> <p>9.1 Cogitar and the Customer undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other that it has obtained or received as a result of the discussions leading up to or entering into, or obtains or receives in performance of, the Contract.</p> <p>9.2 The obligations of each of the parties contained in this clause shall continue without any time limit but shall cease to apply to any information coming into the public domain otherwise than by breach by either party of its obligations contained in the Contract provided always that nothing contained in this clause shall prevent any party from disclosing any such information to the extent required to be disclosed by law or pursuant to any enquiry or litigation by any governmental, official or regulatory body.</p> <p>9.3 The Customer agrees that Cogitar may make announcements about the terms of the Contract and use the Customer's name in such announcements and that Cogitar can include the Customer as a reference in discussions with prospective customers.</p> <p>10 Intellectual Property Rights</p> <p>10.1 All Intellectual Property Rights and title to the Online Service (except to the extent incorporating any Customer or third party owned item) shall remain with Cogitar and/or its licensors and no interest or ownership in the Online Service, the Intellectual Property Rights or otherwise is conveyed to the Customer under the Contract. No right to modify, adapt, or translate the Online Service or create derivative works from the Online Service is granted to the Customer. Nothing in the Contract shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the Software.</p> <p>10.2 Unless otherwise specified in the Contract, the Online Service is provided and may be used solely by the Customer as part of the Customer's website and desktop architecture.</p> <p>10.3 The Customer warrants and represents that it shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Online Service is limited as set out under the Contract.</p> <p>11 Intellectual property indemnification</p> <p>11.1 Cogitar, at its own expense, shall (i) defend, or at its option, settle any claim or suit brought against the Customer by a third party on the basis of infringement of any Intellectual Property Rights by the Online Service; and (ii) pay any final judgement entered against the Customer on such issue or any settlement thereof, provided that: (i) the Customer notifies Cogitar promptly of each such claim or suit; (ii) Cogitar is given sole control of the defence and/or settlement; and (iii) the Customer fully co-operates and provides all reasonable assistance to Cogitar in the defence or settlement.</p> <p>11.2 If all or any part of the Online Service becomes, or in the opinion of the Cogitar may become, the subject of a claim or suit of infringement, Cogitar at its own expense and sole discretion may:</p> <p>(a) procure for the Customer the right to continue to use the Online Service or the affected part thereof; or</p> <p>(b) replace the Online Service or affected part with other suitable non-infringing service(s); or</p> <p>(c) modify the Online Service or affected part to make the same non-infringing.</p> <p>11.3 Cogitar shall have no obligations under this clause 11 to the extent that a claim is based on:</p> <p>(a) the combination, operation or use of the Online Service with other services or software not provided by Cogitar, if such infringement would have been avoided in the absence of such combination, operation or use; or</p> <p>(b) use of the Online Service in any manner inconsistent with the Contract; or</p> <p>(c) the negligence or wilful misconduct of the Customer.</p> <p>11.4 The Customer shall indemnify and hold Cogitar and its suppliers or agents harmless from and against any cost, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from (i) any claimed infringement or violation by the Customer of any Intellectual Property Rights with respect to the Customer's use of the Online Service outside the scope of the Contract; (ii) any access to or use of the Online Service by a third party.</p> <p>12 Data and Data Protection</p> <p>12.1 The Customer Data is owned by the Customer and not owned by Cogitar. The Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, including, but not restricted to compliance with the Data Protection Act 1998.</p> <p>12.2 Cogitar shall ensure that the Customer Data is kept secure and confidential.</p> <p>12.3 In the event the Contract is terminated (other than by reason of the Customer's breach) or expires, Cogitar will make available to the Customer a file of the Customer Data in such format as shall be reasonably determined by Cogitar within 60 days of termination.</p> <p>12.4 In the event the Contract is terminated due to the Customer's breach, Cogitar will make available to the Customer a file of the Customer Data in such format as shall be reasonably determined by Cogitar within 60 days of termination subject to Cogitar receiving:-</p> <p>(a) payment from the Customer of all outstanding sums due under this or any other agreement between the parties; and</p> <p>(b) if requested by Cogitar, reasonable compensation for the breach of contract suffered by Cogitar.</p> <p>12.5 Each party undertakes to comply with its obligations under the Data Protection Act 1998.</p>
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13	Limitation of liability	14.3	On termination or expiry of the Contract the Customer's right to use the Online Service shall cease and the Customer shall not be permitted to input the Customer's Data from the date of termination. However, Cogitar shall allow the Customer to view the Customer's Data for a period of 60 days after termination. The licence to use the Base System and the Online Services granted in clause 3.1 shall terminate at the end of such 60 days period.
13.1	Except as expressly stated in the Contract, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law. No warranty is made regarding the results of usage of the Online Service or that the functionality of the Online Service will meet the requirements of the Customer or that the Online Service will operate uninterrupted or error free. This clause shall survive the termination of the Contract.	14.4	Termination of the Contract shall be without prejudice to the rights of the parties accrued before termination.
13.2	Cogitar shall not be liable to the Customer for:	15	Excess Data Storage Fees
(a)	loss of profit;	15.1	The Monthly Fee permits the Customer to store up to 100MB of Customer Data.
(b)	loss of business; or	15.2	If the amount of storage space for Customer Data required by the Customer exceeds 100MB, the Customer will be charged Excess Storage Fees. Cogitar will use reasonable efforts to notify the Customer when the storage used by the Customer reaches approximately 90% of the maximum; however, any failure by Cogitar to provide the Customer with such notification shall not affect the Customer's responsibility for paying Excess Storage Fees.
(c)	depletion of goodwill, and/or similar losses; or	15.3	Cogitar reserves the right to vary or modify its general practices and storage limits relating to storage of Customer Data at any time and shall notify the Customer in writing of any change to such practices and storage limits.
(d)	loss of anticipated savings; or	16	Application of Terms
(e)	loss of goods; or	16.1	By signing the Order Form the Customer agrees to be bound by these terms and conditions. An order for the Software placed by the Customer shall be deemed to be an offer by the Customer made subject to these terms and conditions.
(f)	loss of contract; or	16.2	Subject to any variation under clause 16.4 the Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
(g)	loss of use; or	16.3	No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
	in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.	16.4	These conditions apply to all contracts for the Software and no variation to these conditions and no representations about the Software shall have effect unless expressly agreed in writing and signed by a director of Cogitar.
13.3	In circumstances where the Customer suffer loss or damage arising out of or in connection with its use or performance of the Online Service, Cogitar accepts no liability for this loss or damage (except where Cogitar has been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of Cogitar or its employees, sub-contractors, agents or any other person or entity.	16.5	No order placed by the Customer shall be deemed to be accepted by Cogitar until Cogitar countersigns the Order Form. Cogitar shall send a copy of the Order Form signed by the Customer and Cogitar to the Customer.
13.4	Cogitar's maximum liability to the Customer under the Contract or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to a sum equivalent to the Monthly Charge, plus damages limited to 50% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Customer in obtaining alternative services.	16.6	Any Order Form issued by Cogitar is given on the basis that no Contract shall come into existence until Cogitar has signed the Order Form. Any Order Form issued by Cogitar is valid for a period of 30 days only from its date, provided that Cogitar has not previously withdrawn it.
13.5	The limit set out in clause 13.4 does not apply to any liability Cogitar may have for death or personal injury resulting from its negligence or for fraudulent misrepresentation.	16.7	The Customer warrants to Cogitar that the person who signs the Order Form is authorised by the Customer to sign contracts on behalf of the Customer.
13.6	The Customer also understand that Cogitar cannot and does not guarantee or warrant that the Software or the Customer's Data which is made available from the Online Service will be error free, free from infection, viruses and/or other code that has contaminating or destructive properties. The Customer is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy its particular requirements for the accuracy of data input and output.	17	General
13.7	Cogitar considers that the limitation of liability set out in clause 13.4 is appropriate taking into account the level of the Monthly Charge.	17.1	Cogitar may, but the Customer may not, assign any rights and/or transfer, sub-contract or delegate any obligations under the Contract, and/or charge or deal in any other manner with the Contract or any of its respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 17.1 shall be ineffective. The Contract is personal to the Customer and is entered into by the Customer for its own benefit and not for the benefit of any third party.
(a)	If the Customer is unwilling to accept the limitation of liability set out in clause 13.4 ("Cogitar's Liability") then the Customer can at any time within 14 days after the date of the Contract notify Cogitar in writing of its genuine pre-estimate of the maximum loss or damage likely to accrue to the Customer from breach of contract by Cogitar or from Cogitar's negligence in connection with the Agreement.	17.2	The Contract is the whole agreement between the Customer and Cogitar. The Customer acknowledges that the Customer has not entered into the Contract in reliance upon any statement, warranty or representation made by Cogitar or any other person and the Customer irrevocably and unconditionally waives any rights to claim damages and/or to rescind the Contract by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Contract.
(b)	Cogitar shall notify the Customer in writing within 7 days of the receipt of such notice from the Customer and shall use all reasonable endeavours to obtain a quotation for insurance against the risk of such loss or damage as disclosed by the Customer in accordance with clause 13.7(a). After Cogitar has obtained a quotation for such insurance, Cogitar shall provide full details of such quotation to the Customer in writing. The Customer shall within 14 days of the date of Cogitar's notice:-	17.3	If any provision or term of the Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms of the Contract and shall be deemed to be deleted from it.
(i)	confirm to Cogitar that it wishes Cogitar to obtain such additional insurance and that it will reimburse Cogitar for the cost thereof; or	17.4	Except in respect of a payment obligations, neither the Customer nor Cogitar will be held liable for any failure to perform any obligation to the other due to causes beyond the Customer's or Cogitar's respective reasonable control.
(ii)	inform Cogitar that it is willing to proceed with the Agreement without any additional insurance and that it accepts Cogitar's Liability.	17.5	Failure or delay by either party in enforcing an obligation or exercising a right under the Contract does not constitute a waiver of that right or remedy.
(c)	If the Customer confirms that it wants Cogitar to obtain the additional insurance then the Customer shall pay the cost of such insurance to Cogitar on demand against production of a receipt for the insurance premium paid. On receipt of such payment, the parties agree on the date of commencement of such insurance that Cogitar's Liability shall be replaced with the additional sum insured but only to the extent that the proceeds (if any) of such insurance are available to satisfy such liabilities.		The Contract does not confer any rights on any person or party (other than Cogitar and/or the Customer) pursuant to the Contracts (Rights of Third Parties) Act 1999.
14	Termination	18	Communications
14.1	Cogitar may terminate the Customer's right to access the Online Service immediately on written notice to the Customer:	18.1	If the Customer wishes to contact Cogitar with regard to the Contract its contact details are as follows:- Cogitar Software Limited 9 -13 Thorne Road, Doncaster, South Yorkshire, DN1 2HJ Tel: 0845 680 1925 Email: ContractOrders@kogitar.net
(a)	if the Customer commits a material breach of the Contract (including not paying the Monthly Fee on the due date), which is capable of remedy, and the Customer fails to remedy the breach within a reasonable time of a written notice to do so; or	18.2	All communications to Cogitar in relation to the Contract must be in writing sent by post to the address set out above or by e-mail to the address set out above. Cogitar will contact the Customer at the address and email address set out on the Order Form unless the Customer has notified Cogitar in writing of an alternative address or email address.
(b)	if the Customer commits a material breach of the Contract which cannot be remedied; or	18.3	All communications sent by post will be deemed to be received 48 hours after posting and all communications sent by e-mail will be deemed to be received at the time of transmission providing that a telephone call is made warning the recipient that an e-mail message has been sent to him and a hard copy of such notice is also sent by first class recorded delivery post on the same day as that on which the e-mail is sent.
(c)	if the Customer is repeatedly in breach of the Contract; or	19	Proper law and jurisdiction
(d)	if the Customer is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if the Customer goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets; or		The Contract shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the jurisdiction of the English Courts. The parties' submission to this jurisdiction does not limit Cogitar's rights to commence any proceedings arising out of the Contract in any other jurisdiction Cogitar may consider appropriate.
(e)	if Cogitar is unable to source additional insurance cover if required by the Customer under clause 13.7 or the Customer fails to pay the insurance premium as required under clause 13.7(c).		
14.2	Either party may terminate the Contract at any time by giving 28 days notice in writing to the other party.		

Full Customer (Business) Name

Company Registration Number

Company Address (Bank Account registered address – as it appears on your statements)

Address

Town / City

County

Postcode

Accounts contact person

Title (Mr / Mrs / Miss) Forename

Surname

E-mail

Telephone – contact details

Telephone (area code) Telephone

Contact person address (if different from above)

Address

Town / City

County

Postcode

Amount to be collected

(per month – inc VAT)

Date of first collection 01 / / 20



Instruction to your Bank or Building Society to pay by Direct Debit



Name(s) of Account Holder(s)

Originators Identification Number

Bank/Building Society Account Number

Reference Number

Branch Sort Code

Instruction to your Bank/Building Society:
Please pay Belmont Finance (UK) Ltd Direct Debits as detailed in this instruction subject to the safeguards assured by the Direct Debit Scheme. I understand this instruction may remain with Belmont Finance (UK) Ltd and if so details will be passed to my Bank/Building Society.

Name and Full address of Bank/Building Society
To the Manager:
Address:
.....
Post Code:.....

First payment date:
DAY/MONTH...../YEAR...20.....

Signature(s):
..... Date:.....