INDIGO IT

Terms and Conditions of Sales 2024

1. Interpretation

Unless the context otherwise requires, the words "include(s)" and "including" will be construed without limitation and words in the singular shall include the plural, and vice versa. The headings in the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement. The following terms shall have the meaning set out below:

"Agreement" these terms and conditions, together with the relevant order form

"Customer" a purchaser or licensee of the Products, a Trust, business, school of any type, or responsible body.

"Hardware" the computer equipment and other physical items to be purchased

"Intellectual Property" all patents, trademarks, service marks, copyright, database.

"Rights" legal rights, moral rights, rights in a design, know-how, confidential information, and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached there to.

"Products" any Hardware or Software sold or licensed by INDIGO IT, or any Subscription Service provided by INDIGO IT.

"INDIGO IT" INDIGO IT LTD, a company incorporated/registered in England (Company Number 04404474) whose registered office is at 6 The Orchard, Lightwater, Surrey, England, GU18 5YS.

"Site" the Customer's premises where the Products will be delivered and / or installed.

"Software" the software to be purchased and related materials, updates and enhancements developed by INDIGO IT or third parties and supplied by INDIGO IT.

"Subscription Service" access to a website or service over a period determined by INDIGO IT.

"Working Day" the hours of 9am – 5pm, Monday to Friday inclusive excluding public/bank holidays in England and INDIGO IT's shutdown period between Christmas and New Year each year.

2. Price

INDIGO I.T. Limited, reserves the right to increase all product and services pricing by up to 5% per year to cover the increase in wages required to match the cost of living raises for full conditions of service please refer to the Terms and Conditions of sales.

    a. Prices are quoted and agreed in sterling on the basis of costs prevailing at the time.
    b. The prices on the written quotation will be fixed for a period of 14 days (or such other period as is specified therein), after which period the prices for the Products and

services are subject to alteration without notice and the price charged to the Customer will be that applicable at the date of INDIGO IT's acceptance of the order, subject to clause 2d below. Orders are not binding upon INDIGO IT until accepted by INDIGO IT. All prices (unless mentioned separately) are exclusive of value added tax (and any similar tax), packing, carriage, insurance, and installation. Where applicable these will be added as separate items on INDIGO IT's invoice.

c. Orders will be deemed accepted and binding on both parties as follows:

d. Orders will contain a PO number

    i. where an authorised officer of INDIGO IT issues written acceptance to the Customer, at the point of such acceptance; or

    ii. in all other circumstances, following full payment for the Products or at the point that INDIGO IT commences delivery of the Product in question.

Indexation

In addition to any other increases (including for increases in third party costs), INDIGO IT have the right, each contract year, to increase the price of an Order to reflect indexation, on 30 days' notice to the Customer, to the higher of:

a. the price indexed to the Retail Prices Index;

b. the price indexed to the Consumer Prices Index; or

c. 5%.

3. Payment

INDIGO IT may share customer credit history information with relevant credit agencies. INDIGO IT reserves the right to run a credit check with a relevant credit agency before giving a customer credit, and to validate any credit card account holder or delivery address details.

a. INDIGO IT remains the owner of the Products until these have been paid for in full.

b. Unless otherwise notified to the Customer in writing by INDIGO IT, the Customer shall pay for Products at the time of invoice. Where the Customer is invoiced by INDIGO IT on the date of delivery for the Products, the Customer shall pay all invoices within fourteen (14) days of the date thereof (time being of the essence). Terms of payment are within INDIGO IT's sole discretion.

c. Until payment of the order in full:

    i. INDIGO IT shall have absolute authority to retake, sell or otherwise deal with or dispose of any or part of the Products; the Products will appear in the Customer's books in the name of INDIGO IT;

    ii. in the event of threatened liquidation or threatened seizure of the Products, the Customer will immediately notify INDIGO IT and INDIGO IT may take action to repossess the Products. The Customer will also notify interested third parties of INDIGO IT's ownership of the Products.

    iii. INDIGO IT shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Hardware.

4. Late Payment

a. INDIGO IT reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty or (at INDIGO IT's option) forthwith to determine the same. INDIGO IT has no obligation to provide service or support until INDIGO IT has received full payment for the Product or services or support that the Customer has purchased.

b. If any sum owed by the Customer to INDIGO IT under the Agreement or any other contract the Customer has with INDIGO IT is not paid by the due date, INDIGO IT may deduct this sum from any payment or credit due to the Customer under the Agreement or any other contract with INDIGO IT.

c. INDIGO IT reserves the right to suspend or cancel the Customer's credit account if any invoice is overdue.

d.

Automatic Renewal Products

e. INDIGO IT offers some Products and Services which have automatic renewals. Once INDIGO IT has informed the Customer that the subscription will be automatically renewed, INDIGO IT will automatically renew the services and charge the Customer the then current price for the renewal term plus 3%. INDIGO IT will charge the Customer's chosen payment method for the subscription Product renewal.

f. The Customer must cancel the Subscription Service before the renewal date notice period set out in the relevant contract for the Subscription Service or a quote (a 12-month service contract attracts a minimum 90 days' notice period) or in the absence of such contract, thirty (30) days before the renewal date to avoid being charged and invoiced for the renewal. INDIGO IT reserves the right to charge an additional administration fee to set up or renew any Subscription Service where the Customer has opted out of the aforementioned automatic renewal provision.

5. Site Preparation and Access

If INDIGO IT installs the Product the Customer:

a. agrees to prepare the Site according to any instructions INDIGO IT may give and to provide INDIGO IT with reasonable access to the Site for the purposes of the Agreement; and

b. will obtain any permission needed, including permission for any changes to the Site. For the avoidance of doubt this includes, without limitation, any licences, planning permissions or other consents.

The Customer and INDIGO IT will meet each other's reasonable safety and security requirements when on the Site. If the Customer or INDIGO IT damages the other's equipment it must pay for any repair or replacement needed.

The Customer is responsible for making the site good, after any work undertaken by INDIGO IT at the Site, including putting items back and for re-decorating.

6. Delivery and Installation

a. Upon delivery, the Customer is responsible for protecting and insuring the Products against loss, damage, or destruction.

b. All deliveries shall be made during Working Days. If the Customer requires delivery to be made outside such times, subject to INDIGO IT's sole discretion, an additional charge shall be payable. INDIGO IT reserves the right to make partial deliveries.

c. If the Customer delays or prevents the delivery or installation of the Products, INDIGO IT may apply reasonable additional charges.

d. Dates for delivery of the Products are estimates only and are subject to INDIGO IT's availability schedule. INDIGO IT shall use its reasonable endeavours to meet any delivery date acknowledged but shall not be liable for failure to meet such date. INDIGO IT does not accept liability for delays and time shall not be of the essence. INDIGO IT will try to inform the Customer if INDIGO IT believes that performance is likely to be delayed for any reason.

e. Where INDIGO IT installs Hardware, INDIGO IT shall perform the standard inspection diagnostic checks. If INDIGO IT has not agreed to install the Hardware, the Customer shall be responsible for the installation of Hardware in accordance with instructions provided by INDIGO IT or third-party supplier. If installation is not performed by INDIGO IT, INDIGO IT shall be under no obligation to perform any acceptance test procedures and the date of acceptance shall be the date of delivery to the Customer.

f. For INDIGO IT installed Products, satisfactory completion of INDIGO IT's standard test procedure and an Acceptance Form (if applicable) signed by the Customer, which the Customer shall not unreasonably refuse to sign, and INDIGO IT will be sufficient to establish acceptance. If the Acceptance Form is not signed by the Customer within seven (7) days after installation of the Products and in the absence of written notification of valid reasons justifying non-acceptance, the Customer shall be deemed to have accepted the Products on the eighth (10th) day. In lieu of a signed acceptance form, verbal acceptance with the on-site INDIGO engineer will be satisfactory.

7. Software and Licenses

a. Any Software made available to download or purchase from INDIGO IT is the copyrighted work of INDIGO IT and/or its suppliers. When the Customer purchases Software, the Customer is purchasing a license to use the Software rather than purchasing the Software itself. Software licenses purchased from INDIGO IT are subject to the licence agreement that accompanies the Software (the "Licence Agreement"). The Customer will be required to agree to the terms and conditions of the Licence Agreement when the Software is installed. It is the responsibility of the Customer to ensure the Licence Agreement is for a sufficient number of end-users.

b. Any licence to use a Subscription Service made available to download or purchase from INDIGO IT is the copyrighted work of INDIGO IT and/or its suppliers. When the Customer purchases a licence, the Customer is purchasing a license to use the Subscription Service rather than purchasing the Subscription Service itself. It is the responsibility of the Customer to ensure sufficient licences are purchased for the number of end-users or Hardware that will access the Subscription Service.

c. If the Customer is furnished with a developer's software licence, the same must be signed and returned to INDIGO IT or, if applicable, the developer within seven (7) days or as otherwise specified in the said licence. In the event that the Customer fails to sign and return the said licence in accordance with this sub-clause:

    i. INDIGO IT reserves the right to withhold release and/or support of the Software; or

    ii. if Software has been released to the Customer, INDIGO IT reserves the right to terminate the Software Licence and to receive full payment for the Software.

d. Upon delivery of the Software, the Customer will be granted and will accept a non-exclusive, non-transferable licence to use the Software on a single designated system or temporary back up system containing not more than one central processing or master unit ("CPU"), on the terms of the Agreement including the following:

    i. the Customer undertakes not to copy Software in whole or in part other than up to a maximum of three (3) machine readable copies for Customer's internal use on a single designated CPU;

    ii. the Customer agrees not to reverse assemble or reverse compile the Software in whole or in part except to the extent permitted by law.

a. The Customer shall grant access to the Software only to those employees and contractors requiring such access and shall take all such reasonable steps to ensure that all such persons are bound by the same obligations as the Customer and in particular shall ensure that such obligations are expressed so as to ensure beyond any termination of such persons' contracts with the Customer.

INDIGO IT shall be entitled from time to time during a Working Day, on giving reasonable notice, to enter on to the Customer's premises where the Software is installed to verify whether the Customer is complying with the Agreement.

For the avoidance of doubt, the price of any fixed term licence is subject to increase in accordance with clause 2d above.

8. Professional Services

INDIGO offer several services under its professional services banner they included but are not limited to:

- **Network Implementation**
  - Network Architecture Design
  - Network Change Implementation
  - Network Documentation
- **Proactive Network Management**
  - Network Monitoring
  - Network Patching
  - Network Support
  - Firewall management
  - 365 Management
  - Backup and Storage management
- **Build and Manage**
  - Systems Map, per site
  - IT Access Org Chart per site

- IT System Access Policies/Log
- Network Map, per site
- Storage sync access chart per site
- **Hardware Management**
  - Network hardware installations and Configurations
  - Firewall hardware installations and Configurations
  - PC and Laptop hardware installations and Configurations
  - VoIP Phone hardware installations and Configurations
  - Conference hardware installations and Configurations
  - Server hardware installations and Configurations
  - Workstation hardware installations and Configurations

Professional Service Site Visits

When attending the site as part of a project or in an ad-hoc support capacity INDIGO charges for the following in addition to the fixed-rate;

- **Milage**: A fixed Milage rate for any visits requiring travel of more than 10mile will be charged at £0.70 pence per mile plus VAT for any mileage incurred in the course of the day each day will be billed at the end of the month.
- **Multi-Day Projects**: If two or more concurrent days are required on any given site or in succession where the site is more than a 1-hour commute from the engineer in question's home INDIGO IT reserves the right to charge £140.00 plus VAT per night.

9. Order Amendments

a. The Agreement cannot be varied without the written agreement of the parties, except that INDIGO IT may make minor changes to the specification of the Products at any time and without notice which do not materially affect the performance of the Products.

b. The Customer may request an amendment to an order prior to despatch of the Product. Amendments requested by the Customer may incur an additional charge to be calculated by INDIGO IT at its sole discretion and may result in delayed delivery of the Product. A Customer may only request an amendment to an order in writing (including via email). The request must clearly state the Customer name, order number, the requested amendment, and the reason for the amendment. No change to the order will be effective until INDIGO IT has confirmed in writing (which for these purposes shall include e-mail) its acceptance to a Customer requested amendment.

c. INDIGO IT may request an amendment to an order prior to delivery of the Product. Amendments requested by INDIGO IT may incur an additional charge and may result in delayed delivery of the Product. INDIGO IT will only request an amendment to an order in writing (which for these purposes shall include e-mail) setting out the reason for the amendment. The Customer has five (5) Working Days to reject the order amendment, otherwise the revised order will be valid for the purposes of the Agreement.

10. Cancellation and Returns

a. The Customer must ensure that all Products are inspected immediately upon delivery and in all cases the Customer must inform INDIGO IT of any defects or damages in writing and via telephone within two (2) working days of delivery so that the repair or replacement process can begin with the manufacturer.

Damage in transit

b. INDIGO IT will accept responsibility for damages or loss in transit only if:
   i. the Customer reports the damage or loss in accordance with clause 9a,
   ii. such loss or damage is noted on the consignment note or delivery document upon receipt,
   iii. the added packaging is retained for inspection and the Products are handled by the Customer in accordance with INDIGO IT's or the carriers' conditions of carriage or handling stipulations.

Where INDIGO IT accepts responsibility under clause 9b, INDIGO IT shall at its option replace or repair any Products proved to INDIGO IT's satisfaction to have been lost or damaged in transit.

Non-cancellable/Non-returnable Products

c. Returns of the Products, unless they are dead on arrival, will not be accepted in the following circumstances:
   i. the Products were made to the Customer's own specification or configured to order,
   ii. audio or video recordings or Software that the Customer has unsealed,
   iii. open packaged Software or pre-loaded / downloaded Software Licences,
   iv. a Product stipulated on the order form or quotation as non-cancellable or non-returnable.

For quotes/orders containing exclusively non-standard items the entire quote/order shall be designated as non-cancellable/non-returnable. For quotes/orders containing both standard and non-standard items, only the non-standard items or items the Customer has been told are non-returnable shall be non-cancellable/non-returnable.

Cancellation

d. With the exception of the Products which fall within clause 10d above, the Customer may cancel an order after acceptance of the order by INDIGO IT, but before despatch of the Product, subject to a cancellation fee of up to but not greater than the total order value. Such cancellation fee to be calculated by INDIGO IT at its sole discretion and may include:
   i. INDIGO IT's charges for order processing and management and/or
   ii. a restocking fee of the manufacturer; and/or
   iii. the full charges for the Product.

Unopened Products

e. INDIGO IT normally allows Customers to return unopened Products, however all returns are at INDIGO IT's sole and absolute discretion. INDIGO IT will only consider returns provided:

    i. the Customer informs INDIGO IT, in writing (including via email), of its wish to return the unopened Product within seven (7) Working Days following delivery, whereupon INDIGO IT shall give further instructions regarding the returns process which the Customer must follow,

    ii. the Product is received by INDIGO IT, or such other place as instructed to the Customer by INDIGO IT, within fourteen (14) days of the date the Product was delivered to the Customer; and

    iii. the manufacturer accepts the return of the goods and certifies that they are in resaleable condition.

In all events the Customer will be responsible for the cost of returning the Product to INDIGO IT or the manufacturer and will be responsible for up to the full value of the Product if it is received damaged, opened or not in a resaleable condition.

In circumstances where return of Product(s) is permitted by INDIGO IT, INDIGO IT will issue a credit note on the Customer's account so that the invoice for the relevant Product is deemed cancelled. In the event a customer has paid for the Products in full, a refund will be granted.

Opened Product: Dead on Arrival ("DOA")

f. The Customer must satisfy themselves of the manufacturer's DOA or warranty policies before they purchase the Products. Individual manufacturer's DOA policies should be included in the warranty which is delivered with the Product. The INDIGO IT customer service department will not have details of the DOA policies.

g. If the Customer has inspected the Products in accordance with clause 9a and finds the Products to be DOA, the Customer must contact INDIGO IT within two (2) Working Days to obtain a repair or refund. INDIGO IT INDIGO IT will not accept the return of faulty goods to INDIGO IT's premises.

h. The refund or replacement of faulty or defective DOA Products is subject strictly to individual manufacturer's DOA policies.

i. The Customer may be required to contact the manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation which must be retained by the Customer and presented to INDIGO IT upon request.

j. The Customer is also required to make a note of any call/case reference numbers issued by the manufacturer to assist INDIGO IT with return of the DOA Product.

k. In the case where it is established that Products are faulty or defective INDIGO IT's customer service department will arrange with the Customer to have the Products collected. In some instances, the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by INDIGO IT's customer service department.

l. Generally, any returns will need to authorise by the manufacturer via INDIGO IT and then any credit will only be issued once the manufacturer has confirmed acceptance of the return and confirmed that INDIGO IT will receive the credit.

m. If the Customer reports a fault and INDIGO IT finds there is none or that the Customer has caused the fault, INDIGO IT may apply a charge.

n. Any credit will exclude the original cost of delivering the Product plus any restocking fee.

o. The Customer is responsible for ensuring that the Products are returned in their original packaging together with all disks, manuals, and cables so as to ensure safe transit and ease of identification.

p. If a fault is found and an applicable manufacturer's DOA period is not exceeded, then the Products will be repaired and / or replaced under the terms of the manufacturer's warranty.

q. Without prejudice to clause 15 below, the remedies in this returns section represent the Customer's sole and exclusive remedies in respect of any issues experienced with the DOA Products provided by INDIGO IT.

11. Termination

INDIGO IT shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the Customer to terminate forthwith the Agreement, including any Software licence in any of the following events **Standard Notice Period** Unless otherwise stipulated in the contract, the standard notice period for any changes or cancellations shall be 90 days. This means that any party wishing to make changes or cancellations must provide written notice to the other party at least 90 days in advance unless stipulated differently in their Support contract signed by both parties.

Exceptions to this policy are below:

a. if the Customer commits any breach of any of the Agreement provided that if the breach in question is one which the Customer can effectively remedy then the said notice of termination shall not be effective to terminate the Agreement unless the Customer fails within sixty (60) days of the date of such notice effectively to remedy the breach complained of;

b. if the Customer or the Trust that the Customer belongs to ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due;

c. If the Customer is acquired by a trust or any other form of change of ownership and/or reporting structure

d. the Customer has given any false or misleading information to INDIGO IT;

e. the Customer is in material breach of the Agreement, which includes non-payment of any valid invoice by the due date;

f. or if the Site is changed.

If INDIGO IT is prevented, hindered or delayed from performing any obligation under the Agreement because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial

disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom INDIGO IT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing the Agreement.

12. Disputes

Any dispute must be raised in writing with the Customer's or INDIGO IT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and INDIGO IT will use reasonable endeavours to resolve any dispute. If a dispute cannot be resolved, then the Customer should refer to the complaints process on https://www.INDIGO-IT.com/policys

13. Intellectual Property Rights

a. INDIGO IT (and/or its licensors) shall retain all rights, title and interest in any Intellectual Property Rights in the Products or services supplied to the Customer under the Agreement or created in the course of providing the Products and services.

b. All Intellectual Property Rights whether pre-existing or created by the Customer or INDIGO IT during or arising from the performance of the Agreement will remain the absolute property of that party or its licensors.

c. If the Customer is supplied with Software licensed by third parties who require the Customer to accept their terms of use, the Customer agrees to comply with those terms.

d. INDIGO IT will indemnify the Customer against all claims and proceedings arising from infringement of any third party's Intellectual Property Rights by INDIGO IT's provision of the Products to the Customer. This indemnity will not apply to claims or proceedings arising from:

　　i. use of the Products in conjunction or combination with other equipment or software or any other service not supplied by INDIGO IT; or

　　ii. any unauthorised modification of the Products; or

　　iii. content, designs, specifications, or software supplied by or on behalf of the Customer.

e. In relation to any claim or allegation of infringement the Customer will promptly notify INDIGO IT in writing and must not make any admission without INDIGO IT's prior written consent.

f. The Customer will allow INDIGO IT sole conduct of all negotiations and proceedings and give INDIGO IT all reasonable assistance in doing so. INDIGO IT will pay the Customer's reasonable expenses for such assistance.

g. If the Product becomes, or INDIGO IT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights INDIGO IT, at its option and expense, may:

　　i. secure for the Customer aright of continued use; or

　　ii. modify or replace the Product so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the Product.

h. If the indemnity in clause 12d applies and none of the remedies in this clause is available to INDIGO IT on reasonable terms, INDIGO IT may notify the Customer and collect the Product from the Site and refund the Customer the sums paid to INDIGO IT for the Product.

i. The options in clause 12g and 12h set out the Customer's sole and exclusive remedy for infringement of Intellectual Property Rights.

j. The Customer will hold INDIGO IT harmless against any expense, judgement, or loss of infringement of any patents, copyrights or trademarks which results from INDIGO IT's compliance with Customer's designs specifications or instructions.

14. Liability

a. Nothing in the Agreement excludes the liability of either party:
   i. for death or personal injury caused by their negligence; or
   ii. for fraud or fraudulent misrepresentation.

b. Neither party shall in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
   i. loss of profits; or
   ii. loss of business; or
   iii. depletion of goodwill or similar losses; or
   iv. loss of anticipated savings; or
   v. loss of goods; or
   vi. loss of use; or
   vii. any special, indirect, consequential, or pure economic loss, costs, damages, charges or expenses.

c. Subject to clause 12a, INDIGO IT WILL NOT, UNDER ANY CIRCUMSTANCES OR CAUSES OF ACTION BE LIABLE FOR ANY DAMAGES, INCLUDING TO TANGIBLE PROPERTY, IN EXCESS OF THE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS.

d. The Customer agrees that INDIGO IT will not be liable for any loss arising out of the provision of Products or services by any company, organisation, or person other than INDIGO IT or for any loss caused by the Customer's failure to perform its obligations under the Agreement.

e. Where digital content supplied by INDIGO IT is proven to have caused damage to the Customer's device or other digital content, INDIGO IT may choose to either repair the device or digital content or offer the Customer compensation. Any compensation shall: (a) be reasonable in all the circumstances; and (b) only be payable where the damage would not have occurred if INDIGO IT had exercised reasonable care and skill.

15. Warranties

a. INDIGO IT warrants and represents to the Customer that on the date hereof:
   i. it is properly constituted and incorporated under the laws of England and Wales;
   ii. it has the power to enter into and to exercise its rights and perform its obligations under the Agreement;
   iii. all action necessary on the part of INDIGO IT to authorise the execution of and the performance of its obligations under the Agreement has been taken;
   iv. the execution, delivery, and performance by it of the Agreement does not contravene any provision of:

1. any existing legislation either in force, or enacted but not yet in force, binding on INDIGO IT;
2. the Memorandum and Articles of Association of INDIGO IT;
3. any order or decree of any court or arbitrator which is binding on INDIGO IT; or
4. any obligation which is binding upon INDIGO IT or upon any of its assets or revenues.

b. The Customer will get the benefit of the manufacturer's warranty in respect of all the Hardware. Please note that INDIGO IT does not provide any warranties in respect of the Hardware and all other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.

c. INDIGO IT does not warrant that the Software supplied under the Agreement will be free of all faults or that its use will be uninterrupted, but INDIGO IT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

d. In the event of any claim presented under warranty being found on investigation by INDIGO IT or the manufacturer either to be outside the scope or duration of the warranties under this clause 14 or the fault not being confirmed, then the cost of such investigation and repair shall be borne by the Customer.

16. WEEE Regulations

a. The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (the "WEEE Regulations") for the costs of collection, treatment, recovery, recycling, and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment("WEEE"). INDIGO IT and the Customer acknowledges that for the purposes of Regulation 9 this clause 16 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling, and environmentally sound disposal of WEEE.

b. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer shall indemnify and hold harmless INDIGO IT against any claims or legal proceedings that are brought or threatened against INDIGO IT by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. INDIGO IT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

17. Data Protection

a. In the Agreement, the terms data controller, data processor, personal data, sensitive personal data, and processing shall be as defined in the European Data Protection Directive 95/46/EC and "Data" shall mean the personal data and sensitive personal data provided to INDIGO IT in connection with the Agreement. "Data Protection Law" means applicable data protection legislation implementing the European Data Protection Directive 95/46/EC and any amendments, revisions, re-enactments, or consolidations thereof.

b. The Customer acknowledges that it is a data controller, and that INDIGO IT is a data processor.

c. INDIGO IT shall:

    i. use the Data only on the Customer's instructions as set out or referred to in the Agreement to provide the services.

    ii. provide appropriate technical and organisational measures to protect the security of the Data, in particular against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data; and

    iii. take all reasonable steps to ensure the reliability of any of its staff who have access to Data processed in connection with the service.

d. The parties acknowledge that INDIGO IT's provision of the service under the Agreement may require the transfer of Data to INDIGO IT's sub-contractors (including INDIGO IT group entities) ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data. INDIGO IT will be permitted to transfer Data to such Recipients provided that INDIGO IT shall have entered into an agreement with the relevant Recipient based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in the Agreement.

e. The parties also acknowledge that INDIGO IT may also use services and/or products from other third parties in order to provide the services under the Agreement and that, in doing so, INDIGO IT may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If INDIGO IT becomes aware of any such third party wishing to transfer Data outside the European Economic Area, INDIGO IT shall request that the third party enters into an agreement of the sort noted in clause 17d above.

f. The Customer agrees to comply with its obligations under Data Protection Law in relation to its collection, processing, and provision of Data to INDIGO IT in connection with the services provided under the Agreement.

g. The Customer shall indemnify and hold harmless INDIGO IT against all costs, claims, losses, damages, and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 17 by the Customer and/or its employees, agents and/or sub-contractors.

h. The Customer acknowledges that INDIGO IT is reliant on the Customer for direction as to the extent to which INDIGO IT is entitled to use and process the Data. Consequently, INDIGO IT will not be liable for any claim brought by the Customer or any data subject arising from any action or omission by INDIGO IT to the extent that such action or omission resulted from the Customer's instructions.

i. INDIGO IT may also use the Customer's personal data in accordance with its Privacy Policy which can be found at https://www.INDIGO-IT.com/

18. Confidentiality

a. Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by INDIGO IT in connection with the Agreement the Customer will:

   i. notify INDIGO IT immediately of the request; and

   ii. give INDIGO IT at least five (5) Working Days to make representations.

b. Customer agrees to maintain in confidence and not disclose, reproduce, or copy any materials, documentation or specifications which are provided to the Customer here under. The Customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations ensure beyond any termination of employment with the Customer.

19. Rights of Thirds Parties

No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a party to it.

20. Anti-Bribery

The Customer shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with the Agreement and/or any other agreement that the Customer may have with INDIGO IT, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Customer shall, whenever requested by INDIGO IT, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

21. Assignment and Sub-contracting

a. The Customer may not assign the Customer's rights or obligations under the Agreement without the prior written consent of the Customer. INDIGO IT may use subcontractors to perform all or some of INDIGO IT's obligations under the Agreement but where INDIGO IT does so INDIGO IT will remain liable to the Customer in accordance with the Agreement for their acts and omissions. INDIGO IT may on prior written notice to the Customer assign INDIGO IT's rights and obligations to a third party.

b. The Business or School (school by definition includes but is not limited to; Multi Academy Trusts, Colleges, Further Education Organisations etc) shall not without INDIGO IT' prior written consent, during the period of this Agreement and for a period of twenty-four (24) months thereafter, directly or indirectly solicit or offer employment, or any form of engagement, to any employee or sub-contractor of INDIGO IT (or any INDIGO IT partner organisation) who has had contact with the School during the provision of the Service (or any additional support services) to the Business or School.

22. Relationship

Nothing in the Agreement creates a joint venture, relationship of partnership or agency between the parties. Except as expressly authorised under the Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.

23. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights in relation to a breach of the Agreement operate as a waiver of any subsequent breach and no right, power or

remedy given to or reserved to either party under the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

24.Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of the terms set out in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties shall use commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term.

25.Notice

Any notice required to be given under the Agreement shall be in writing and shall be sent to the address of the Customer set out in each order (for notices to be sent to the Customer) or the registered office of INDIGO IT (for notices sent to INDIGO IT).

26.Miscellaneous

INDIGO IT sometimes monitors or records telephone calls for training purposes.

INDIGO IT reserves the right to amend the Agreement from time to time without notice by updating the same on its website at https://www.INDIGO-IT.com/

27.Entire Agreements

The Agreement together with any contract documents INDIGO IT provides the Customer constitute the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in the Agreement, the Agreement supersedes and cancels all prior agreements, statements, representations, understandings, negotiations, and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into the Agreement it has not relied on (or has been induced to enter into the Agreement by) any statement, representation, warranty or understanding made prior to the Agreement. Nothing in this clause excludes any liability for fraudulent misrepresentation.

Change of ownership

These Terms and conditions are not subject to any change, termination on any other modifications in the event that there is a transfer of ownership, merger, acquisition, consolidation, reorganization or other form of business combination, as well as changing the company name of INDIGO IT.

28.Governing Law

The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and both the Customer and INDIGO IT hereby agree to the exclusive jurisdiction of the English Courts.

29.DfE Platform Programme Terms

a. Any domains registered or subscription services or tools purchased on behalf of the customer will be automatically renewed annually unless INDIGO IT is given 90days written notice on behalf of the school. The anniversary date should be deemed as 5 calendar days following the placement of your order.

b. Training will be delivered online and within group sessions by a Trained teacher unless otherwise selected.

c. DfE Platform Programme eligibility, claiming and/or obtaining any DfE funding is the customers sole responsibility. The customer will pay INDIGO IT in accordance with INDIGO IT' standard terms of payment.

d. In the event that the customer does not accept the quote but provides INDIGO IT or any of its authorized contractor(s) with network credentials the customer will have deemed to have automatically accepted the quote.

e. By accepting the quote, instructing INDIGO IT to complete the works and or providing the credentials/details to carry out the works, the customer will have automatically accepted INDIGO IT' works instructions and works packages.

Effective Date: January 1, 2021

INDIGO IT LTD
Created and Managed By

Signed   *M K Elson*   Date last Modified 01/01/2022

Operations Director
Mathew Elson
Email: matt.elson@indigo-it.com