

INDIGO GIRL - Professional Business Services

Terms and Conditions



All customers and website visitors agree to be bound by terms and conditions of service set forth below upon usage of any services offered by Indigo Girl and its associate partners as defined herein.

All Orders submitted by the Customer to Indigo Girl and accepted by Indigo Girl shall be subject to these following terms and conditions which shall form part of and govern any Contract.

Usage of any service or receiving any estimate or quotation for any Products and/or Services by the customer, issued by Indigo Girl verbally, by phone or in person or in writing including by email- shall be deemed acceptance of these terms and conditions.

Definitions and Interpretation

In these terms and conditions the following words have the meanings given:-

"Business Day" means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, and Scotland or Northern Ireland.

"Contract" means a contract for the purchase by the Customer of Products or Services from Indigo Girl incorporating these terms and conditions and arising from the acceptance by Indigo Girl of an Order.

"Customer" means the person, firm or company ordering Products or services.

"Default" shall mean any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable.

"Indigo Girl" means Indigo Girl or any such other business Indigo Girl may appoint as sub-contractor to provide the Services to the Customer.

"Intellectual Property Rights" means copyright, patent, trademark, service marks, registered designs, sui generis rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing.

"Licence Agreement" means any licence agreement relating to use of the Software.

"Order" means any written order for Products, or Products and Services, received by Indigo Girl from the Customer.

"Services" means any configuration, installation, administration, training or consultative services provided by Indigo Girl as sub-contractor of the Customer to end-users of Products in conjunction with the supply of Products.

"Software" means any computer software supplied by Indigo Girl, whether embodied in ROM, RAM, firmware or on disk, tape or via other media.

"Confidential Information" all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating either to the Products or Services, the Seller or the Buyer (as the case may be).

"Delivery Address" the address for delivery of the Products or Services as stated on the Purchase Order.

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"Price" the price payable for the Products or Services as specified in the Purchase Order and payable in accordance with the terms of this Agreement.

"Products or Services" such products or Services to be sold by the Seller to the Buyer as may be determined from time to time by the Seller and Buyer;

"Purchase Order" the Buyer's purchase order for the Products or Services;

"Specifications" any plans, drawings, data or other information relating to the Products.

"On-site visits" any services delivered at the Customer's premises.

"Workshop Repairs" any services delivered on Indigo Girl's premises.

"Data Recovery" any attempt to recover, salvage or retrieve data from any computer storage media such as hard disks, floppy disks, USB disks, flash disks or any other computer-related equipment or media;

All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

Costs.

Indigo Girl will provide a written quotation, as needed.

All prices for Products or Services stated in any quote, estimate or acceptance of Order are those current at the time of the Customer's enquiry by phone, by email or any other acceptable means.

All quoted prices are exclusive of VAT and carriage and VAT and/or carriage will be added to the agreed price if applicable.

Cost of parts required to carry out a successful repair will be extra and are not included in the labour charge quoted.

A minimum standard charge for 2 hours applies to any on-site visit. If the on-site visit takes longer than 2 hours, the customer will be charged for the extra hours of labour. A quote for the extra hour(s) will be given to the customer at the time of booking.

Payment terms

Payment for parts and services must be made by credit/debit card via PayPal.

The customer agrees that payment for services and carriage is non-refundable and parts or equipment fitted or supplied will be replaced only if found faulty and/or covered by the manufacturer's warranty.

Indigo Girl may at its discretion offer credit terms to the Customer subject to the status of the Customer and completion by the Customer of a credit application form supplied by Indigo Girl. Such credit terms shall be determined by Indigo Girl and confirmed in writing with the Customer.

Unless and until credit terms are granted, the Customer will pay for any Products or Services on a "cash with order" basis in which case the Customer should allow at least three (3) Business Days for the payment to be credited to Indigo girl's account. Indigo Girl reserves the right not to release any Products or provide any Services until all such payments are cleared and credited to Indigo Girl's bank account.

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Where credit terms are granted, and unless other terms are granted in writing, the Customer will pay no later than 30 days following the date of Indigo Girl's invoice and Indigo Girl reserves the right to suspend deliveries where payment is delayed.

If any payments are overdue the Customer may be placed on credit hold and no further Products or Services will be delivered or made available to the Customer until all payments due to Indigo Girl under the Contract have been paid. Indigo Girl may at its discretion, withdraw credit facilities in the event of any breach of this contract by the Customer.

If payment is not received by the relevant due date Indigo Girl may:

(1) Charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four (4) per cent per annum above the Barclays Bank Plc Base Rate for the time being in force.

(2) Instruct an agent to recover the debt on our behalf; the customer will fully indemnify Indigo Girl in respect of recovery costs.

All payments made by the Customer to Indigo Girl shall be in pound sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.

The customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.

A commitment to quality.

Indigo Girl will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and Will ensure that all the Services are provided with all reasonable care and skill and by suitably trained and qualified persons.

Data protection.

The customer is assured that any personal data held which comes under the Data Protection Act 1998, will be held in full compliance of said Act. Any personal data held will not be released to any third party unless required to by law.

Warranties

Indigo Girl, to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by Indigo Girl under an agreement with the manufacturer or supplier of the relevant Product.

The warranty service (if any) will be that provided by the manufacturer and any validation procedures relating to that warranty service is the responsibility of the Customer.

Indigo Girl may in its discretion offer support or maintenance services with respect to Products or Services.

The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.

Terms of Service

Indigo Girl will make every possible effort to preserve their customers' data; however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold Indigo Girl responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.

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Onsite visits benefit from a no-fix no-fee policy if the engineer is technically unable to resolve the reported problem. If Indigo Girl technician(s) can't fix the problem on-site due to external dependencies such as faulty equipment or no internet service by BT or any other Internet Service Provider or lack of original disks or drivers, the customer is liable to pay the minimum standard charge agreed at the time of booking. If at least one of the original problems reported by the customer is fixed by the on-site technician, the customer is liable to pay the full price agreed at the time of booking.

Workshop repairs benefit from a no-fix no-fee policy if Indigo Girl is unable to fix the original reported problem but where the fix is possible by replacement of a faulty part or parts and the customer does not agree to the replacement of the faulty part, Indigo Girl reserves the right to charge the Customer a diagnostic fee of £55 + VAT. If the fix of the computer(s) is not possible by replacement of the faulty part(s) and/or as a result of extensive damage to the equipment, it is declared irreparable by Indigo Girl technicians, no-fix no-fee policy will apply. Where several faults are reported by the customer and at least one of the faults has been successfully repaired, the Customer is liable to pay the full amount agreed at the time of booking. No-fix no-fee does not apply to partially repaired computer(s).

If Indigo Girl is unable to repair the computer(s) due to non-supply of parts by manufacturers or suppliers, a diagnostics fee of £50 + VAT may apply to any computer(s) under repair. The diagnostics fee will cover the time spent on fault diagnosis and re-assembly of the computer(s) and cost of collection and return of the computer(s) if applicable. The return of the customer's computer(s) will be subject to prior payment of diagnostics fee and carriage if applicable. We may waive the diagnostics fee at our discretion.

If the customer's computer develops a fault in the course of service delivery by Indigo Girl on-site or off-site, the customer agrees not to hold Indigo Girl responsible for the fault. However, Indigo Girl will do its best to remedy the problem at no cost to customer(s) unless parts are required.

All computers repaired in Indigo Girl workshops are checked for viruses and are free from viruses before delivery to the customer. Indigo Girl is not responsible for any virus infections that occur after the customer has received the computer(s). A charge will apply for the removal of any virus(es) in the computer(s) after the delivery of the computer(s).

All the customer's computers once repaired or declared irreparable, must be collected within 14 days from the time the customer is informed. If the customer fails to collect the repaired or unrepaired computer, we reserve the right to charge the customer for storage at a rate of £4 a day until the passage of a maximum of 8 weeks. The customer must claim or collect the computer within 8 weeks, otherwise the computer will be recycled for parts and the customer will lose ownership of the computer.

Where the Customer requires Indigo Girl to carry out any configuration or installation services either for the Customer and /or the end-user, Indigo Girl shall do so as sub-contractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

Liability

Indigo Girl shall a) not be liable for any claims regarding the physical functioning of the equipment/media or the condition or existence of data stored on the media supplied before, during or after services; b) In no event will Indigo Girl be liable for any loss of data or loss of revenue or profits or before, during or after services even if Indigo Girl has been advised of the possibility of damages or loss to persons or property.

Indigo Girl's liability of any kind with respect to the services, including any negligence or delay in delivery of service on its part, or loss of equipment or media shall be limited to the quoted price for the services.

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The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery or computer repairs, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Indigo Girl. The customer agrees not to hold Indigo Girl responsible for any damage or loss of equipment or media or data loss. In case of any damage or loss to the original media or equipment, the liability of Indigo Girl shall be limited to providing the customer with similar media or equipment of comparable price or capacity.

The maximum aggregate liability of Indigo Girl to the Customer whether in contract, tort or otherwise for any direct loss or damage including to tangible property suffered by the Customer as a result of any default of Indigo Girl shall be limited in aggregate to the lesser of 1000 or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.

Indigo Girl shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of Indigo Girl for: (a) any loss of profits, business, revenue, goodwill or anticipated savings, whether sustained by the Customer or any other person; or (b) any special, indirect, or consequential loss whether sustained by the Customer or any other person.

Any advice or recommendations given to the Customer by Indigo Girl or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by Indigo Girl, is followed or acted upon entirely at the Customer's own risk and accordingly Indigo Girl shall not be liable for any such advice or recommendation which is not so confirmed.

While Indigo Girl will make every effort to preserve the integrity of any equipment under repair, the Customer agrees not to hold Indigo Girl responsible for any accidental damages to the equipment in its possession including but not limited to surface scratches, deformations and cracks.

Intellectual Property Rights

All Intellectual Property Rights in or relation to the Products (including any manuals and operating documentation relating thereto) or in any materials (including Software) created by Indigo Girl during the course of providing the Services shall vest in Indigo Girl or its suppliers as the case may be and the Customer shall have no title to or interest in any such Intellectual Property Rights except to the extent specifically agreed by Indigo Girl.

The Customer will notify Indigo Girl immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the Intellectual Property Rights in the Products and will assist Indigo Girl and/or its suppliers in taking all steps necessary to defend the owners' rights.

The Customer undertakes to ensure that any Software which is sold to end-users or any other third party will be accompanied by any Licence Agreement (whether shrink-wrap or otherwise) relating to that Software and any other documentation which Indigo Girl or Indigo Girl's suppliers may require.

Confidentiality

Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent.

Variations

Indigo Girl reserves the right to modify these terms and conditions. Any such modification will apply on the effective date specified in the said notice to all services and products provided by Indigo Girl.

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Law

All Contracts shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

Waiver

The waiver by either party of a breach or default of any of the provisions on this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by either party.

1st December 2008