



TERMS & CONDITIONS

Please read this terms of use agreement carefully

Indigo is a digital service from Trotman Publishing Limited (company number 06255817) (“Indigo” / “we” / “our” / “us”). We take your privacy very seriously and are committed to protecting and respecting your privacy. These terms (together with our Privacy Policy - www.indigo.careers/privacy) sets out the basis on which any personal data we collect about you, including through the Indigo website and/or the Indigo platform (each as defined below), will be processed by us.

Where we refer to the “Indigo Website” in this Policy, we mean the website which can be accessed at www.indigo.careers and where we refer to the “Indigo Platform” we mean the parts of the Indigo which you can only access if you have a subscription with us (including any updates or supplements to them).

This agreement must be carefully read before accessing Indigo as by using and/or registering to use Indigo, you agree with and accept all of the terms and conditions contained in this agreement. This agreement is provided to you and concluded in English. You agree that any use by you of Indigo shall constitute your acceptance of this agreement with the obligation to abide by the terms. We recommend that you store or print-off a copy of the agreement for your records. The terms and conditions outlined below are binding on both parties immediately after you register on Indigo.

If you do not agree to the terms of this agreement, please refrain from using Indigo.

1. Eligibility

1. To be eligible to enter into this agreement you must agree to the terms of this agreement
2. You must be either:
 1. a school or other education provider (the “School”) that has agreed to purchase a full licence to use Indigo;
 2. a school or other education provider that is evaluating Indigo with a view to purchase a full license;
 3. a teacher that has agreed to use Indigo as a trial user (“Trial User”)
3. You must have obtained all the necessary consents and be duly authorised to enter into this agreement.

2. Applicable Terms

1. This agreement refers to the following additional terms, which also apply to your use of Indigo:
2. our acceptable use policy, which sets out the permitted and prohibited uses of Indigo. When using Indigo, you must comply with this acceptable use policy;
3. our privacy policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using Indigo, you consent to such processing and you warrant that all data provided by you is accurate; and
4. our cookie policy, which sets out information about the cookies on Indigo.

3. Licence

1. In consideration of you agreeing to abide by the terms of this agreement, Trotman Publishing hereby grants:
2. the School a non-exclusive, non-transferable, licence to permit its teachers, staff and students (“Authorised Users”) to use Indigo for the duration of the period that it has subscribed for; and
3. Trial Users a non-exclusive, non-transferable licence to use Indigo during the trial period (which in its sole discretion Trotman Publishing can amend or vary) (“Trial Period”) solely for the evaluation of Indigo by the Trial User for use in the Trial User’s school.

4. Payment and Fees

1. The School shall pay to Trotman Publishing the relevant fees to access and use Indigo (the “Fees”).
2. The School shall provide to Trotman Publishing valid, up-to-date and complete credit or debit card details or complete contact and billing details and, if the School provides:
3. its credit or debit card details to Trotman Publishing, the School hereby authorises Trotman Publishing to bill such credit or debit card immediately for the Fees payable in respect of the initial subscription term; or
4. its approved purchase order information to Trotman Publishing, to enable Trotman Publishing to invoice the School immediately for the Fees. The School shall pay each invoice within 14 calendar days after the date of such invoice. You may pay our invoice by cheque, bank transfer, credit or debit card.
5. All fees and charges will be inclusive of VAT and shall be payable to Trotman Publishing in GBP.
6. Trotman Publishing reserves its right to amend the Fees at any time upon 30 days’ written notice. These new fees will be applied at the end of the school’s licence and are applicable for the school to renew their contract.

5. Cancellation and refunds

1. If you are a School, you have the right to cancel this agreement during the period set out below in clause 5.2. This means that during the first seven (7) day period if you change your mind or for any other reason you decide that you do not want to use Indigo, you can notify us of your decision to cancel this agreement and receive a full refund.
2. A School's right to cancel this agreement starts from the date it receives confirmation of subscription from us, which is when this agreement between us is formed. The School then has a period of seven (7) calendar days in which to cancel ("Cancellation Period").
3. To cancel this agreement during the Cancellation Period, please contact us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail.
4. If a subscription to use Indigo is cancelled after the Cancellation Period, the cancellation will take effect immediately and you will not be charged again. You will not, however, receive a refund in respect of the remaining period that has been paid for.

6. Additional Terms for Trial Users

Trial Users acknowledge and agree that Indigo will, or may, automatically "time out" (that is to say, cease to operate) at the end of the Trial Period if the Trial User's School has not at that time purchased a full licence to use Indigo.

During the Trial Period this agreement may be terminated immediately by Trotman Publishing giving written notice if the Trial User is in breach of any of its obligations under this agreement.

7. Accessing Indigo

1. Access to Indigo is permitted on a temporary basis and we reserve the right to withdraw or amend the services or functionality that we provide on Indigo without notice. We will not be liable if for any reason Indigo is unavailable at any time or for any period.
2. From time to time, and in particular in relation to the maintenance of the platform, we may restrict access to some parts of Indigo, or the entire Indigo platform, to users who have registered with us. We will use reasonable endeavours to ensure access restrictions are as limited as possible.
3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as strictly confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this agreement.
4. You must not misuse Indigo by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Indigo, the server on which Indigo is stored or any server, computer or database connected to Indigo. You must not attack Indigo via a denial-of-service attack or a distributed denial-of service attack. In addition you must ensure that you undertake all reasonable precautions to ensure that you do not misuse Indigo and that you have appropriate virus protection software.
5. If you breach clause 8.4, you will be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, we reserve the right to immediately cease your right to use Indigo.

8. Your indemnities and undertakings

1. You agree that when using Indigo you will comply with all applicable laws and this agreement. In particular, but without limitation, you agree not to:
 1. use Indigo in any unlawful manner or in a manner which promotes or encourages illegal activity;
 2. breach any law, statute, contract, or regulation;
 3. act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing;
 4. provide false, inaccurate or misleading information;
 5. use an anonymising proxy; or
 6. attempt to gain unauthorised access to Indigo or any networks, servers or computer systems connected to Indigo (together the "Restricted Activities").
2. Except as expressly set out in this agreement or as permitted by any local law, you undertake:
 1. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify Indigo or your access to Indigo;
 2. not to engage in any of the Restricted Activities, nor control an account that is linked to any of the Restricted Activities;
 3. not to make alterations to, or modifications of, the whole or any part of Indigo nor permit Indigo or any part of it to be combined with, or become incorporated in, any other programs or websites;
 4. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Indigo, except those parts of Indigo that are published under open-source licences;
 5. to include our copyright notice on all entire and partial copies of Indigo in any form; or
 6. not to provide, or otherwise make available, Indigo in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us, except those parts of Indigo that are published under open-source licences.
3. Notwithstanding clause 8.1 and 8.2, you agree to indemnify us in full and on demand from and against any loss, damage, costs or expenses which we suffer or incur directly or indirectly as a result of your use of Indigo otherwise than in accordance with this agreement or any applicable laws.
4. You warrant to us that all the information you provide to us is true and accurate to the best of your knowledge.

9. Intellectual property rights

1. We are the owner or the licensee of all intellectual property rights in Indigo, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
2. The trade marks, service marks, and logos ("Trade Marks") contained on Indigo are owned by us, our group companies or third-party partners. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of us, the relevant group company or the relevant third-party partner of us.
3. Our status (and that of any identified contributors) as the authors of content on Indigo must always be acknowledged.
4. You must not use any part of the content on Indigo for commercial purposes without obtaining a licence to do so from us.
5. If you print off, copy or download any part of Indigo in breach of this agreement, your right to use Indigo will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. Uploading content to Indigo

1. Whenever you make use of a feature that allows you to upload content to Indigo, or to make contact with other users of Indigo, you must comply with the content standards set out in our Acceptable Use Policy.
2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.
3. You are solely responsible for all of the content that you upload to, on or through Indigo, and to the extent permissible by law, we exclude all liability with respect to content and the activities of users.

11. Changes to these Terms

Trotman Publishing may revise this agreement (or any of the documents referred to in this agreement) at any time by amending this page. To the extent required we will provide at least fourteen (14) calendar days' notice by email of any changes though you are expected to check this page from time to time to take note of any changes as they are binding on you. Some of the provisions contained in this agreement may also be superseded by provisions or notices published elsewhere on Indigo. Continued use by you of Indigo shall constitute your consent to such changes.

12. No warranty

We try to keep Indigo active, bug-free and safe, but users utilise the resource at their own risk. We are providing Indigo as is, without express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that Indigo will always be safe, secure or error-free or that Indigo will always function without disruptions, delays or imperfections. Indigo is not responsible for the actions, consent, information, or data of third parties and you release us, our Directors, officers, employees and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

13. Our liability

1. Nothing in this agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Indigo or any content on it, whether express or implied.
3. Subject to clause 13.1, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 1. use of, or inability to use, Indigo; or
 2. use of or reliance on any content displayed on Indigo.
4. We will not be liable for any loss or damage caused by a virus, trojans, worms, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Indigo or to your downloading of any content on it, or on any website linked to it.
5. We assume no responsibility for the content of websites linked on Indigo. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
6. Subject to clause 13.1, our maximum aggregate liability under or in connection with this agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £100 or the amount you paid to us in Fees in the previous 12 calendar months, whichever is greater.

14. Consequences of termination

1. Upon termination or expiry for any reason:
 1. all rights granted to you under this agreement shall cease;
 2. you must cease all activities authorised by this agreement;
 3. Trotman Publishing shall irretrievably delete any personal data that you have provided us with (including student data) and cease using such data, except that Trotman Publishing shall retain parent data and teacher data in accordance with the terms of our privacy policy;
 4. we may delete the content you have posted on Indigo under our GDPR and privacy commitments; and
 5. you must immediately cease using Indigo and certify to us that you have done so.
2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

15. Transfer of rights and obligations

1. This agreement is binding on you and us and on our respective successors and assignees.
2. You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations arising under it, without our prior written consent.
3. We may assign, charge, novate or otherwise dispose of this agreement without your prior written consent. We will, however, provide you with at least 30 days' notice if we assign, charge, novate or otherwise dispose of this agreement.

16. General Terms

Communications

We are required to provide certain information to you in writing. By accepting this agreement, you agree that we can communicate with you electronically either by email or by posting notices on Indigo.

General

- This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.
- If any portion of this agreement is found to be unenforceable, the remaining portion will remain in full force and effect.
- If we fail to enforce any of this agreement, it will not be considered a waiver.
- We reserve all rights not expressly granted to you.
- Any mutually agreed amendments between the parties must be in writing.
- This agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.

Arbitration

At the sole discretion of Trotman Publishing it has the option for any dispute, controversy or claim arising out of or in connection with this agreement or the relationship between the parties arising out of or created by this agreement, including (a) any question regarding its existence, validity or termination of this agreement and (b) any non-contractual claims (whether in tort or otherwise) shall be settled under the London Court of International Arbitration's (LCIA) Rules by one arbitrator appointed in accordance with LCIA Rules. The language to be used in the arbitration shall be English (UK) and the governing law of the contract shall be the substantive law of England and Wales. The tribunal's award shall be final and binding.

Law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Any dispute or claim arising out of or in connection with this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.