

These Infoshare+ G-Cloud Supplier Terms (Supplier Terms) form part of an agreement for the provision of services by Infoshare+ Limited (Infoshare+) under a Call-Off Contract (and its Order Form) as defined in the Crown Commercial Service G-Cloud Framework Agreement (RM1557) between Infoshare+ and the Minister for the Cabinet Office (Framework Agreement).

They apply, as applicable, between Infoshare+ and each buyer (**Customer**) entering into a Call-Off Contract.

These Supplier Terms apply to the following G-Cloud Services being provided by Infoshare+:

Section 1 for Lot 2b: Cloud software (**Cloud Software**);

Section 2 for Lot 2b: Cloud support (**Cloud Support**);

Section 3 – Service Level Agreement (Lots 2b);

Section 4 – Consultancy Terms (Lots 2b or 3 as applicable);

SECTION 1 – CLOUD SOFTWARE

SOFTWARE TERMS AND CONDITIONS

The following definitions apply to these Infoshare+ Software Terms and Conditions:

Authorised Third Party/ies means any of the Customer's subcontractors, agents or other third parties who are approved by Infoshare+ in writing and authorised by Customer to use the Software in accordance with clause 1.5.

Authorised User(s) means each individual person allowed to use Software under the Contract, subject to the agreed authorised numbers shown in the Contract.

Charges means any or all charges payable by Customer to Infoshare+ as agreed under the Contract.

Infoshare+ means Infoshare+ Limited (company number 02877612).

Contract means the agreement entered between the Customer and Infoshare+ for the supply of the Software Service to which these Software Terms form a part of.

Customer means the buyer shown in the Contract.

Documentation means the standard user guides and manuals made available to the Customer by Infoshare+, as updated from time to time.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release shall mean a new release of the Software that is substantially the same as the current Software, which is issued in order to remove known errors or otherwise improve or enhance the Software but does not constitute a New Version.

New Version shall mean a release of the Software that incorporates significant new or additional functionality and features which is not a Maintenance Release.

Product(s) means any products including but not limited to consumables, hardware or third party software provided by Infoshare+ as detailed in the Contract.

Software means Infoshare+'s proprietary software, which may include open source software, that is licensed to the Customer under the Contract and these Software Terms, together with any updates or Maintenance Releases but excludes New Versions.

Software Terms means these Infoshare+ Software Terms and Conditions.

Start Date means the date shown in the Contract.

Support Services means the maintenance and support services for the Software as described in the Contract.

1. Software Licence

1.1 Infoshare+ grants to Customer upon payment of the applicable licence Charges a non-exclusive, non-transferable, term licence to use the Software. The Software shall include any Maintenance Releases and/or updates of the Software licensed to Customer under the Support Services.

1.2 Without prejudice to the other provisions of the Contract the licence granted in clause 1.1 is subject to the following conditions:

1.2.1 The licence is personal to Customer and the Software shall only be used for its internal business purposes by the Authorised Users.

1.2.2 The Software is the confidential proprietary information of Infoshare+ or its licensor and as such Customer shall not modify or remove any copyright or proprietary notices on the Software and shall reproduce such notices on any copies of the Software and shall treat such Software as confidential.

1.2.3 Customer shall not sub-licence the Software licence in whole or in part without the prior written consent of Infoshare+.

1.2.4 If the Software fails to operate owing to Customer linking to, accessing or otherwise using the Software or causing the Software to be used in conjunction with, any third party software, database or other application without the prior written consent of Infoshare+ then Infoshare+ shall not be liable for any issues arising. Customer is not allowed to use third party software which is designed to replicate, run, or operate in conjunction with the Software without Infoshare+'s written consent.

1.2.5 Customer may make such copies of the Documentation as are reasonably necessary for its use of the Software and shall reproduce all copyright and other notices in and on the Documentation. All such copies shall form part of the Documentation and shall be subject to the terms and conditions of these Software Terms.

1.3 Customer agrees that:

1.3.1 except to the extent permitted by law, it shall not, nor permit any third party to, adapt, or modify the Software, or decompile, reverse engineer, disassemble, apply any technique, process or procedure or make any attempt to or derive the source code or derivative works of the Software;

1.3.2 unless permitted in accordance with clause 1.5, it shall not permit any third party, to use or possess the Software or Documentation nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind; and

1.3.3 it will take security measures sufficient to reasonably safeguard the Software and Documentation from use by unauthorised third persons.

1.4 The Software includes functionality permitting Customer to perform certain administration and data upload tasks (the "Administrative Functions"). Customer undertakes to keep all usernames, passwords, and other access details relating to the Administrative Functions confidential, and Customer agrees that Customer will be liable for any loss or damage arising from Customer's failure to do so.

1.5 Customer may permit Authorised Third Parties to use the Software and Documentation, provided that:

1.5.1 it obtains prior written approval from Infoshare+ before such use;

1.5.2 Customer remains responsible for the acts and omissions of such Authorised Third Parties as if they were the Customer's own acts and omissions; and

1.5.3 such use is for the Customer's sole benefit e.g. a third party which provides outsourced services to Customer under a written agreement.

1.6 Customer acknowledges that the Software may incorporate technical means of enforcing or monitoring the licence terms of the Software which may result in Customer being unable to use the Software beyond these Software Terms.

2. Customer Obligations

2.1 Customer agrees it will:

2.1.1 only use the Products and Software for its own internal business purposes;

2.1.2 comply with the terms and conditions of these Software Terms;

2.1.3 ensure that its hardware, network and systems comply with the relevant specifications provided by Infoshare+ from time to time;

- 2.1.4 when notified by Infoshare+ or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and/or Products;
- 2.1.5 not use the Software to store, reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Infoshare+, in its sole discretion, acting reasonably);
- 2.1.6 make its own arrangements for internet access in order to use the Software, with the required type and version of browser as notified by Infoshare+ from time to time. Infoshare+ shall not be liable for Customer's inability to use the Software if it is due to the Customer's inability to establish an internet connection, or not having their browser set to the correct type and version;
- 2.1.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Infoshare+, its contractors and agents to perform their obligations under these Software Terms; and
- 2.1.8 pay the additional fees to accommodate higher usage volumes (including the number of Authorised Users) when such licence or usage limitations are exceeded.
- 2.2 Customer shall indemnify, keep indemnified and hold Infoshare+ harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Infoshare+ caused by, or in any way connected with Customer's use or misuse of the Software or the unauthorised use of the Software by any third party whether through breach of these Software Terms or any other negligent or wrongful act.
- 2.3 Customer shall allow Infoshare+ reasonable access, as required, to undertake an audit of Customer's use of the Software.
- 2.4 Acceptance of the Software will be on the earlier of when the Software is ready for use by the Customer or use by Customer of the Software.
- 2.5 If the Customer or any of its Authorised Users requests the same or substantially the same advice or assistance on more than one occasion; or makes requests which may reasonably be considered excessive or an abuse of the Support Service, or requests advice or assistance for matters which a reasonable trained user ought to be able answer or solve for themselves, then Infoshare+ may do all or any of the following at its sole discretion:
- 2.5.1 require the Customer to take reasonable action with respect to the particular Authorised User(s) concerned;
- 2.5.2 refuse to answer any further such requests for advice or assistance; or
- 2.5.3 require the Customer to provide further training to its Authorised Users and the Customer shall pay an additional charge for any such training provided by Infoshare+.

2.6 Infoshare+ may use data collection technology to collect technical information to improve the Software, to provide associated services, to adapt them to user preferences, and to prevent the unlicensed or illegal use of the Software. Customer agrees Infoshare+ may use such information provided it is in a form that does not personally identify any person.

3. Warranties

3.1 Infoshare+ warrants in respect of the Software:

3.1.1 that it will during normal use provide the facilities and functions described in the accompanying software manuals. Such warranty will start upon acceptance of the Software (in accordance with clause 2.4) and continue for so long as the Software is supported by Infoshare+, provided the Customer continues to pay the applicable annual Charges; and

3.1.2 it has tested for viruses in the Software using commercially available virus checking software consistent with current industry practice.

3.2 Customer acknowledges that:

3.2.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of the Contract;

3.2.2 the Software is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements; and

3.2.3 Infoshare+ will not be liable in any way for any inadequacies in the accuracy, quality of, or infringements of third party copyright caused by the materials that the Customer creates or distributes whilst using the Software.

3.3 Infoshare+ does not warrant that the Software will be entirely error free nor that the Customer's use of the Software will be uninterrupted.

3.4 Infoshare+ will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Software and Documentation may be subject to limitations, delays, and other problems inherent in the use of cloud capabilities.

3.5 Infoshare+ warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Software Terms.

4. Termination

4.1 If the Customer fails to make any payment of Charges by the due date and provided notice has been given by Infoshare+, if Customer fails to pay within a further 14-day period after the due date, then Infoshare+ shall be entitled to terminate these Software Terms by giving 14 days written notice to Customer.

4.2 If the Customer is in breach of clause 1 or 2.1 then Infoshare+ shall be entitled to terminate these Software Terms by giving 30 days written notice to the Customer.

5. IPR

5.1 All Intellectual Property Rights in the Software and Documentation belong to Infoshare+ or a third party licensor. At no time shall any rights, interests or title in any intellectual property in the Software pass to the Customer.

5.2 The Customer grants to Infoshare+ a royalty-free, worldwide, irrevocable perpetual licence to use and incorporate into Software any suggestions, enhancement requests or other feedback provided by the Customer or its Authorised Users relating to the Software without restriction.

5.3 The Customer hereby grants to Infoshare+ a non-exclusive, non-transferrable (except as part of a permitted assignment of the Contract), royalty free licence to copy, modify, and use the Customer data as reasonably appropriate for the purposes of these Software Terms.

5.4 Infoshare+ shall defend or, at its option, settle any claim brought against Customer regarding its authorised use of the Software, excluding third party software and open source software, in the UK and in accordance with the Contract, that infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:

5.4.1 Customer notifies Infoshare+ immediately;

5.4.2 Customer provides all information and assistance as Infoshare+ reasonably requests at Infoshare+'s cost, and Customer does not prejudice the defence of such claim;

5.4.3 Infoshare+ is given immediate and complete control of such claim; and

5.4.4 the claim does not arise from any unauthorised use or alteration to the Software or Customer's (including the Authorised Users or Authorised Third Parties) use of the Software after notice of alleged infringement is known.

5.5 In the event that a claim, as contemplated by clause 5.4, is made or in Infoshare+'s opinion is likely to be made, Infoshare+ may at its option:

5.5.1 obtain the right for Customer to continue to use the Software;

5.5.2 change or replace all or any part of the Software; or

5.5.3 terminate these Software Terms immediately on written notice.

5.6 The third party owner's terms shall apply in respect of licensing and/or the supply of the Products.

SECTION 2 CLOUD SUPPORT

SECTION 2.1 – CLOUD HOSTING

INFOSHARE+ SaaS SUPPORT TERMS AND CONDITIONS

1. Infoshare+ will use reasonable endeavours to answer the Customer's reasonable questions concerning the day to day administration and use of the SaaS Service and concerning any difficulties experienced.

1. The Support Services are:

- General maintenance and performance of the SaaS Service;
- System updates to the SaaS Service, as they are available;
- Email support.

2. Problem reporting.

Customer must report all problems to the Infoshare+ support desk at:
<https://servicedesk.infoshare+.co.uk/selfservice/ss>

3. The Customer (through its service desk) will look to resolve any queries that relate to:

- i. access issues that prevent Authorised Users from accessing the Service (i.e. viewing the login screen of the Service) or issues with a device (PC, Laptop, tablet, mobile) that is being used to attempt to access the Service. These incidents will be dealt with by the Customer under the Customer's existing procedures and are not within scope of the Support Services provided by Infoshare+; and
- ii. general Service issues that can be resolved by Customer; and
- iii. training of Authorised Users in using the Service (additional training may be provided by Infoshare+ subject to additional fees).

4. Where following investigation of a Service issue by Customer, it is thought that the issue exists due to an issue that is in Infoshare+'s control, the issue may be escalated to Infoshare+ under its Support Service.
5. Only Authorised Users may report problems to the Infoshare+ Service Desk. All requests to be made by e-mail or via the support portal.
6. The Infoshare+ SLA is as described in Section 3 Infoshare+ Service Level Agreement.

SECTION 2.2 – CLOUD SOFTWARE

INFOSHARE+ SOFTWARE SUPPORT TERMS AND CONDITIONS

The following additional definitions apply to these Infoshare+ Support Terms and Conditions:

Availability means the time for which the Software Service main log in page can be accessed to enter the Software and “Available” shall be construed accordingly.

Infoshare+ Service Desk means the support portal made available by Infoshare+ in respect of the Software available via the internet at <https://servicedesk.Infoshare+.co.uk/selfservice/ss>

Fault means a defect, fault or impairment, which causes an interruption in the Software.

Fix(es) means a new release of the Software which corrects faults, adds functionality or otherwise amends the Software but which does not constitute a New Release.

New Release means any improved or modified version of the Software from time to time made available by Infoshare+.

Support Terms means these Infoshare+ Support Terms and Conditions.

Third Party Software means any software that is owned by a third party but which is licensed to Infoshare+.

1.1 Infoshare+ will use its reasonable endeavours to ensure that Availability is at an average level of 99.5% of the working days during a period of three calendar months excluding any time incurred for a scheduled outage in accordance with paragraph 1.2.

1.2 Infoshare+ reserves the right to plan a scheduled outage, outside of the working day. Infoshare+ will give, as far as is reasonable, forty-eight (48) hours advance notice via the message board on the login page(s) of the Software. No notice will be required for outage necessary due to an event requiring immediate rectification.

1.3 Infoshare+ will use reasonable endeavours to ensure that Software maintenance and upgrades are scheduled wherever possible to minimise disruption to the Customer's applications.

1.4 Infoshare+ reserves the right to change the design, content and method of access to the Services at any time as considered necessary, prior notice of such changes will be given to the Customer via the Software login page or designated email.

1.5 Availability covers all the systems and infrastructure for which Infoshare+ or its direct agents are responsible. It does not cover:

1.5.1. outages incurred due to the Customer's PC or laptop hardware, software or browser configuration;

1.5.2. anything inside the Customer's internal network including, but not limited to, firewall configuration, proxy servers and bandwidth shaping;

1.5.3. any predetermined scheduled service downtime;

1.5.4. any problems outside Infoshare+'s environment;

1.5.5. any outages caused by failure of equipment outside Infoshare+'s direct control;

1.5.6. any interruptions, delays or failures caused by the Customer or the Customer's employees, agents, or subcontractors; or

1.5.7. any problems in relation to Infoshare+'s servers and networks such as hacking, bandwidth-based attacks of any nature, and denial of service or operating system exploits.

1.6 Infoshare+ will use its reasonable endeavours to provide the following Support Services to the Customer:

1.6.1 the creation and despatch to the Customer from time to time, at Infoshare+'s sole discretion, of Fixes in respect of Faults in the Software;

1.6.2 advice via the Infoshare+ Service Desk, or by such other means as Infoshare+ deems appropriate from time to time on the ordinary fault free use of the Software;

1.6.3 information and advice via the Infoshare+ Service Desk, or by e-mail, or by such other means as Infoshare+ deems appropriate from time to time on forthcoming New Releases of the Software;

1.6.4 the attempted rectification of any actual Faults will be carried out remotely by Infoshare+. Infoshare+, may at its sole discretion (where it considers it necessary) attend on site to fix;

1.6.5 Rectification may be done by Infoshare+ issuing a software update to the Software, by way of Fix;

1.6.6 the Customer shall supply in writing to Infoshare+ a detailed description of any Fault requiring the Support Services and the circumstances in which it arose, immediately upon becoming aware of the Fault via the Infoshare+ Service Desk; and

1.6.7 the Customer shall provide such additional information as may be reasonably requested by Infoshare+ to enable the Fault to be classified.

1.7 Support Services shall only be provided during a working day excluding any days notified to the Customer by Infoshare+ from time to time. Any Faults discovered out of hours can be logged on the Infoshare+ Service Desk and will, as far as reasonably practicable, be dealt with during the next working day.

1.8 Infoshare+'s obligations in respect of the Support Services shall not in any circumstances include diagnosis and rectification of any Fault resulting from:

1.8.1 the improper use, operation or neglect of the Software or hardware on which the Software is accessed;

1.8.2 the modification of the Software or their merger (in whole or in part) with any other Software except where such modification or merger is carried out by Infoshare+;

1.8.3 any repair, adjustment, alteration or modification of the Software and/or Equipment by any person other than Infoshare+ without Infoshare+'s prior written consent; or

1.8.4 the use of the Software for a purpose for which it was not designed; or

1.8.5 any Fault in the Software which arises due to the Customer not updating the Software following the issue to it of any Fixes; or

1.8.6 any Fault arising which would be rectified by the Customer moving to a New Release of the Software.

1.9 To the extent that a Fault relates to a Third Party Software, Infoshare+ will assist the Customer to resolve such Fault and will liaise with the Customer and the supplier of such Third Party Software to facilitate resolution of the Fault. However, Infoshare+

cannot guarantee that it will be able to resolve a Fault relating to a Third Party Software, and any target fix times shall not apply in relation to Faults in a Third Party Software.

1.10 In order to log a Fault Customer must log the support call on the Infoshare+ Service Desk using the Customer's username and password.

1.11 All support calls logged on the Infoshare+ Service Desk will be issued with a fault reference to allow tracking of problems by the Customer and Infoshare+.

1.12 The Infoshare+ SLA is as described in Section 3 Infoshare+ Service Level Agreement.

SECTION 3

INFOSHARE+ SERVICE LEVEL AGREEMENT

1. Infoshare+ shall endeavour to respond to and resolve Faults (as detailed in Section 2) in accordance with the following service levels:

Severity	Description	Initial Response Time	Target Fix Time
1	Critical – major component unavailable or inaccessible, affecting multiple units, customers and / or Authorised Users. Incidents causing loss of Customer service or functionality or severe degradation to Customer service. No workaround available. Examples: Infoshare+ hosting site down, major application or database fault. Security incident involving suspected improper access to information systems.	1 hour	8 hours
2	Urgent – major functionality impaired, but still usable, or workaround available. Examples: reports or web application not working for multiple Customers or a major module unavailable. The Software is still operating but an urgent Fix is required so that the Customer does not experience any delays to its operations.	1 hour	2 working days
3	Non-Critical – incidents not involving loss of Customer service or functionality but resulting in service degradation. A workaround is available. High nuisance impact to the individual Customer, but minimal business impact. Examples: slow response but still functional or intermittent problems.	4 hours	2 working days
4	Information/Alerts – incidents with no impact to service, functionality or performance, appearing on reports for information purposes or low priority change requests. Procedural requests, How Do I...? The query is non-urgent and normal procedures are not affected.	4 hours	2 working days

5	Enhancement – the query is non-urgent and normal procedures are not affected. The Customer requires help from the Supplier to make customised enhancements.	30 working days	N/A
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2. Fix time is based solely on the elements within Infoshare+’s control or responsibility and excludes any third party requirements (hardware fault, loss of communications link, time taken to approve change, etc.) outside of these terms and the Support Terms in Section 2.

3. If the Fault cannot be fixed immediately the Infoshare+ Service Desk may provide a work around. Provision of a work around will be given to the Customer and resolution, if deemed necessary by the Infoshare+ Service Desk will be included in a future release at Infoshare+’s discretion.

4. Hours shall be hours during a working day.

SECTION 4 – CONSULTANCY TERMS

These Consultancy Terms apply to Lots 1 – 3 where resource augmentation type services, including consultancy services, are being provided by Infoshare+ to the Customer.

INFOSHARE+ CONSULTANCY TERMS AND CONDITIONS

The following definitions apply to these Consultancy Terms and Conditions:

Charges means any or all charges payable by Customer to Infoshare+ as agreed under the Contract.

Infoshare+ means Infoshare+ Limited (company number 02877612).

Consultancy Terms means these Infoshare+ Consultancy Terms and Conditions.

Contract means the agreement entered between the Customer and Infoshare+ for the supply of the Services to which these Consultancy Terms form a part of.

Customer means the buyer shown in the Contract.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Services mean the provision by Infoshare+ of an agreed number of days (by way of provision of consultants and/or consultancy services) on a time and materials basis for the Customer as agreed under the Contract.

1. Infoshare+ Obligations

1.1 Infoshare+ shall provide the Services to the Customer.

1.2 The consultant(s) provided by Infoshare+ shall carry out the tasks specified by the Customer in accordance with the provisions of these Consultancy Terms.

1.3 In consideration of the Services, Customer agrees to pay Infoshare+ at the agreed daily rate plus VAT.

1.4 Infoshare+ shall be liable for consultant's tax and Employers and Employees National Insurance contributions as required by law.

1.5 In the event that there are periods when there is no work for the consultant to perform, the Customer shall still pay Infoshare+ at the agreed daily rates for these periods.

2. Customer Obligations

2.1 Customer shall:

2.1.1 where required permit reasonable access by Infoshare+ to its sites, for Infoshare+ to perform its obligations under this Contract;

2.1.2 where Infoshare+ personnel are required to work at Customer sites, ensure that its personnel provide all reasonable assistance including desk space, telecommunications equipment and administrative support, as and when required by Infoshare+ to discharge its obligations, and in particular take all measures necessary to comply with the acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of the Contract;

2.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for Infoshare+ to deliver the Services;

2.1.4 provide suitable work and supervise the consultants provided to perform the Services;

2.1.5 carry out and comply with any of the Customer's responsibilities.

3. Services

3.1 Unless otherwise stated the Services will be provided by Infoshare+ on working days, either at Infoshare+ sites or at an agreed Customer site.

3.2 Customer will be responsible for giving sufficient work and tasks to the consultant and supervising the consultant as it would its own staff.

3.3 If the dates scheduled for delivery of the Services are deferred or cancelled by Customer, Infoshare+ may charge for such days.

3.4 A daily retainer charge based on the staff hourly rate shall be invoiced and payable by the Customer if any of the following events occur:

3.4.1 suspension, including the Customer not referring work to Infoshare+, of the Services and/or Contract for any reason by the Customer, unless the Customer has given more than 4 weeks written notice to Infoshare+;

3.4.2 any planned or unplanned system maintenance by the Customer which impacts Infoshare+'s ability to carry out the Services;

3.4.3 any delay to the start date which has been caused by the Customer's failure to meet its obligations under the on-boarding plan.

4. Warranties

4.1 Each party warrants to the other that it has the full power and authority to enter and perform the Services under these Consultancy Terms.

5. Intellectual Property Rights (IPR)

5.1 All IPR shall belong to the party who owned them immediately before the start of the Services.

5.2 Any IPR developed or written by the consultant(s) during the Services supplied by Infoshare+ from time to time, including all trade secrets, copyright, patent rights, ideas and any other IPR in relation thereto, shall belong to the Customer.

5.3 Notwithstanding any degree of supervision exercised by Customer over the consultant (or any substitute or employee provided by Infoshare+) in no circumstances shall an employment relationship be deemed to arise between Customer and the consultant.

5.3 Consultant shall be subject to directions from Customer as to the way it shall perform the work.

5.4 This agreement constitutes a contract for the provision of services and not a contract of employment.

6. Termination

6.1 Infoshare+ may suspend its obligations under these Consultancy Terms or may terminate the Consultancy Terms at any time upon written notice to Customer, if Customer (i) fails to pay any Charges due for 28 days after the due date for payment.

6.2 If these Consultancy Terms are terminated any charges paid in advance shall not be refunded.

6.3 Upon termination of these Consultancy Terms, Infoshare+ shall immediately deliver up to Customer any copies of Customer's Confidential Information and work in progress in its possession.

6.4 Termination will not discharge Customer from any payment obligation under these Consultancy Terms, or from payment of sums already due.

7. General

7.1 Until six months after termination of these Consultancy Terms, Customer will not solicit the employment nor services of any consultant provided under the Services; solicitation in this context shall not include any personnel responding to open advertisements published. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first twelve months of their new employment or contract. The parties agree that such sum is a genuine pre-estimate of the costs which the party previously employing or contracting with the individual will incur in finding and training a replacement for that person.

7.2 All disputes arising out of or under these Consultancy Terms that are not resolved by the Customer's contract manager and Infoshare+'s account manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer contract manager's manager and for Infoshare+ the Service Delivery Manager. Then the third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the English courts.