

DOCUMENT MANAGEMENT SYSTEM

Terms and Conditions

Interested Parties

Interested Party	Name	Position
Dolphin IT Solutions	Andy Taylor	Director

Modification history

Version	Description of Change	Author	Date
1.0	Initial drafting	Joshua White	26-01-2026

Referenced Documents

Version	Document Name	Author	Date



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1 Introduction

These Terms and Conditions (“Supplier Terms”) apply to the provision of services delivered by Dolphin IT Solutions (UK) Ltd (“Supplier”) to the customer (“Customer”) using the WEBCON BPS platform.

The Services are provided under the G-Cloud 15 framework and are subject to the G-Cloud Call-Off Contract. In the event of any conflict:

- The G-Cloud Call-Off Contract takes precedence;
- then these Supplier Terms;
- then any applicable third-party terms, including WEBCON terms, where relevant.

These Supplier Terms do not replace or override the G-Cloud Call-Off Contract.

These Supplier Terms are applicable to the following solutions (“Services”) sold by the Supplier on G-Cloud:

- Document Management System
- Quality Management System
- Ticketing System

1.1 Scope of Services

The Services consist of the Supplier’s implementation, configuration, maintenance, and support of solutions built on the WEBCON BPS platform.

The scope and operation of each Service are described in the applicable Service Definition document, which forms part of the Call-Off Contract.

The Services are provided as Software as a Service (SaaS) and do not include transfer of ownership of the underlying platform software.

1.2 Governing Law

These Supplier Terms are governed by the laws of England and Wales, in accordance with the G-Cloud Call-Off Contract.



2 Trial Use

Customers may request a free trial of the Services for up to 30 days, subject to agreement with the Supplier. During a trial:

- The Customer may evaluate the Service for suitability.
- Support may be limited compared to a production service.

For public cloud deployments, the Customer remains responsible for any underlying hosting costs incurred during the trial. For community cloud deployments, no additional hosting charges apply during the trial period.

3 Deployment Models and Third-Party Terms

The Services may be deployed using public cloud or community cloud hosting models.

No ownership, sublicensing, or distribution rights in the WEBCON BPS platform are granted to the Customer.

3.1 Third-Party Software and Acceptable Use

The Services make use of third-party proprietary software, including the underlying WEBCON BPS platform, which is owned by WEBCON.

The Customer is granted a right to use such software solely as part of the Services provided by the Supplier and only for the duration of the Call-Off Contract.

The Customer must not, and must not permit others to:

- reverse engineer, decompile, or attempt to derive the source code of the platform;
- bypass or interfere with licence controls, security mechanisms, or usage restrictions;
- make the platform available to third parties outside the Customer's organisation;
- use the platform in a manner that is unlawful or inconsistent with its intended purpose.

The Customer agrees to use the Services in a way that does not place the Supplier in breach of its agreements with third-party technology providers.

3.2 Community Cloud Hosting

Where the Services are provided using a community cloud deployment, the underlying platform and hosting infrastructure are operated by WEBCON.

In such deployments:

- the Supplier is responsible for service configuration, support, and service management;
- WEBCON is responsible for operation of the underlying platform and hosting environment;
- the Customer remains responsible for its data, users, and use of the Services.

Service availability and maintenance activities are dependent on the underlying platform and infrastructure and are provided on a best-efforts basis. The Supplier does not provide a financially backed availability service level agreement for the Services.

4 Customer Responsibilities

The Customer is responsible for:

- providing accurate and timely information required for service delivery;
- nominating authorised users and administrators;
- managing user access and credentials;
- using the Services in accordance with applicable laws and policies.

The Customer remains responsible for the content and data they store or process within the Services.

The Customer must not use the Services in a way that would reasonably be expected to place the Supplier in breach of its agreements with third-party technology providers, including WEBCON.



5 Support and Service Management

General support, platform availability monitoring, resolution of system incidents, and light touch workflow configuration are included as part of the licence.

Light touch configuration includes minor workflow, form, or configuration changes that do not materially extend or alter the functionality of the system.

Bespoke development or major system changes are treated as consultancy services and are chargeable separately. Whether work constitutes light touch configuration or bespoke consultancy will be determined reasonably by the Supplier, taking into account scope and complexity, and discussed with the Customer in advance.

5.1 Suspension for Compliance or Security

The Supplier may temporarily suspend access to all or part of the Services where reasonably necessary to:

- address a security risk;
- prevent unlawful use;
- comply with legal obligations; or
- avoid breach of the Supplier's agreements with third-party technology providers.

Any suspension will be proportionate, limited to the affected Services where possible, and managed in accordance with the G-Cloud Call-Off Contract.

6 Seat Licensing

The Services are licensed on a per-user basis, with a minimum seat count of 20 named users. The Supplier may consume up to three seats for support or service management purposes.

Changes to licence quantities during the contract term will be managed in accordance with the agreed pricing and the G-Cloud Call-Off Contract.

Requests to reduce licence quantities may be considered subject to agreement with the Supplier and in line with the agreed contract terms and the capabilities of the underlying platform.



7 Data Ownership and Access

The Customer retains ownership of all data and content they store or process within the Services.
The Supplier does not claim ownership of Customer data.
Access to the Services and Customer data is provided for the duration of the Call-Off Contract.

8 Exit and Data Return

On termination or expiry of the Call-Off Contract, access to the Services will be withdrawn in a controlled manner.

The Customer may request an export of their data, which will be provided as a system database file. The exported data is not intended to be user-friendly and may require technical expertise to interpret or migrate.

Assistance with data transformation or migration is not included and may be provided as a chargeable consultancy service if agreed.

9 Intellectual Property

All intellectual property rights in the WEBCON BPS platform and Supplier-developed configurations remain with their respective owners.

The Customer retains all intellectual property rights in their data and content.

The Customer is granted a non-exclusive, non-transferable right to use the Services for the term of the Call-Off Contract.

10 Confidentiality and Security

Each party shall treat the other's confidential information as confidential and shall not disclose it except as permitted under the Call-Off Contract.

The Supplier operates under documented information security policies aligned with recognised standards, including ISO 27001.

10.1 Sub-processors and Data Processing

In delivering the Services, the Supplier may use third-party sub-processors, including WEBCON, to provide platform and hosting services.

Customer data may be processed within the United Kingdom and/or the European Economic Area.

Data protection obligations are governed by the G-Cloud Call-Off Contract and applicable data protection legislation.

11 Liability

Liability is governed by the provisions set out in the G-Cloud Call-Off Contract.

Nothing in these Supplier Terms limits liability beyond what is permitted under the Call-Off Contract.

11.1 Third-Party Platform Dependency

To the extent permitted under the G-Cloud Call-Off Contract, the Supplier is not responsible for service failures caused solely by faults or outages in third-party platforms or infrastructure outside the Supplier's reasonable control, including Microsoft Azure and WEBCON BPS' community cloud infrastructure (hosted on Microsoft Azure).

