



Welford Analytics & AI Services

Terms & Conditions

G-Cloud 15 - Lot 3: Cloud Support (Consulting)

1 Introduction and precedence

These Terms and Conditions ("Terms") apply to the provision of Welford Analytics & AI Services (the "Services") by Welford Systems Limited ("Supplier", "we", "us") to the Buyer ("you").

Where the Services are procured via the UK Government Digital Marketplace / G-Cloud framework, these Terms sit alongside the applicable framework and Call-Off Contract. If there is any conflict, the G-Cloud framework terms and Call-Off Contract take precedence.

An Order Form/Call-Off Order will set out the statement of work (SOW), deliverables, roles, rates, schedule, and any onsite requirements.

2 Scope of services

- 2.1 We will provide the Services with reasonable skill and care in accordance with the SOW.
- 2.2 Services may include data strategy, analytics, ML/AI solution design, RAG/agent AI, and MLOps/lifecycle support, as specified in the SOW.
- 2.3 Services are delivered remotely by default. Onsite delivery is available by agreement and may incur pre-approved travel and expenses.
- 2.4 Recommendations and outputs depend on data quality, system constraints, and Buyer decisions. AI/ML outputs are probabilistic and should be validated by the Buyer before operational use.

3 Responsible AI and human oversight

- The Buyer remains responsible for decisions made using analytics/AI outputs.
- Where applicable, we will implement or recommend human-in-the-loop controls and governance appropriate to the use case.
- Any safety/guardrails (e.g., RAG grounding, access controls, prompt rules) are defined in the SOW and configured accordingly.

4 Buyer responsibilities

The Buyer is responsible for:

- Providing timely access to stakeholders, documentation, and decision makers.
- Providing required access to environments/systems where agreed and approved.
- Providing lawful rights to use datasets and documents supplied for training/testing.
- Reviewing and approving deliverables in a timely manner.



5 Data protection and confidentiality

- 5.1 Each party will comply with applicable data protection laws (including UK GDPR and the Data Protection Act 2018).
- 5.2 Any processing of personal data will be governed by the Call-Off Contract and/or a DPA where required.
- 5.3 Each party will protect the other party's Confidential Information and use it only to perform obligations under the SOW. Legal disclosure (including FOIA) is subject to applicable exemptions.

6 Security and access

- Access to Buyer systems is agreed in advance and limited to the minimum required.
- Access is time-bound where possible and revoked at end of engagement.
- We follow Buyer access policies and instructions where provided.

7 Deliverables and acceptance

- 7.1 Deliverables will be provided as described in the SOW.
- 7.2 Unless otherwise stated, deliverables are deemed accepted if no material issues are notified within 10 business days of delivery.

8 Intellectual property

- 8.1 Pre-existing intellectual property remains with the owning party. We retain rights in our methods, tools, templates and background materials.
- 8.2 Subject to payment, the Buyer is granted a non-exclusive licence to use deliverables internally for its business purposes.

9 Third-party services and tooling

- 9.1 Services may involve Buyer-selected third-party cloud services and tooling (e.g., Azure, Databricks, ML platforms).
- 9.2 Third-party licences/subscriptions are typically provided by the Buyer unless otherwise agreed in writing.



10 Fees, invoicing and expenses

- 10.1 Fees are as set out in the Order Form/Call-Off Contract (day rates, fixed price, or milestone-based).
- 10.2 Where onsite delivery is requested, reasonable travel and subsistence expenses will be charged at cost and must be pre-approved by the Buyer.
- 10.3 VAT will be added where applicable.

11 Warranty and disclaimer

- 11.1 We warrant that we will provide the Services with reasonable skill and care.
- 11.2 Except as expressly stated, deliverables and recommendations are provided "as is" and are advisory in nature.

12 Liability

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

Subject to the Call-Off Contract and applicable law, the Supplier's total aggregate liability arising out of or in connection with the Services will be limited to the fees paid or payable under the relevant SOW in the 12 months preceding the event giving rise to the claim, unless otherwise stated.

Neither party will be liable for indirect or consequential losses, loss of profit, or loss of business, subject to mandatory public sector terms.

13 Termination

Either party may terminate for material breach if not remedied within a reasonable period after written notice. Termination for convenience is in accordance with the Call-Off Contract.

14 Governing law

Unless the Call-Off Contract states otherwise, these Terms are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.