



Welford Cloud & Cyber Consulting – 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 Cloud & Cyber Consulting 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, deliverables, roles, rates, schedule, and any onsite requirements.

2 Definitions

- "Buyer Materials" means information, systems access, documentation, and data provided by the Buyer for the Services.
- "Deliverables" means outputs described in the statement of work (e.g., architecture documents, plans, reports).
- "Confidential Information" means information disclosed by one party to the other that is confidential or reasonably understood to be confidential.
- "Personal Data" has the meaning in UK GDPR.
- "Statement of Work" (SOW) means the agreed scope and deliverables in the Order Form/Call-Off Contract.

3 Scope of services

- 3.1 We will provide the Services with reasonable skill and care in accordance with the Statement of Work.
- 3.2 Services may be delivered remotely by default. Onsite delivery is available by agreement and may incur pre-approved travel and expenses.
- 3.3 Where the Buyer requests implementation work beyond consulting/advisory services, this must be agreed in a separate SOW or change request.
- 3.4 Recommendations are provided based on information available at the time and may depend on third-party systems, vendor roadmaps, and Buyer decisions.

4 Change control

Any changes to scope, schedule, or deliverables must be agreed in writing (change request). Where changes materially impact effort or timeline, fees will be adjusted accordingly.

5 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.
- Reviewing and approving Deliverables in a timely manner.
- Ensuring Buyer Materials are accurate and complete.

6 Security and access

- 6.1 Any access to Buyer systems will be agreed in advance, limited to the minimum required, and time-bound where possible.
- 6.2 The Buyer remains responsible for its own environments and for granting/revoking access. We will follow Buyer access policies and instructions where provided.
- 6.3 We maintain security practices appropriate to the Services, including controlled access to information and secure handling of Buyer information.

7 Confidentiality

Each party will protect the other party's Confidential Information and use it only to perform obligations under the SOW. Confidentiality does not apply to information that is public, independently developed, lawfully received from a third party, or required to be disclosed by law (including FOIA), subject to applicable exemptions.

8 Data protection

- 8.1 Each party will comply with applicable data protection laws (including UK GDPR and the Data Protection Act 2018).
- 8.2 If the Services require processing of Personal Data, the parties will agree appropriate data protection terms in the Call-Off Contract or a DPA.
- 8.3 Unless expressly agreed, the Supplier does not require access to production personal data; where access is required it will be minimised and approved by the Buyer.

9 Deliverables and acceptance

- 9.1 Deliverables will be provided as described in the SOW. Unless otherwise stated, Deliverables are deemed accepted if no material issues are notified within 10 business days of delivery.
- 9.2 We may reuse non-confidential know-how, methods, and templates developed in the course of providing the Services.



10 Intellectual property

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

11 Fees, invoicing and expenses

- 11.1 Fees are as set out in the Order Form/Call-Off Contract (day rates, fixed price, or milestone-based). Unless stated otherwise, invoices are issued monthly in arrears for time and materials.
- 11.2 Where onsite delivery is requested, reasonable travel and subsistence expenses will be charged at cost and must be pre-approved by the Buyer.
- 11.3 VAT will be added where applicable.

12 Warranty and disclaimer

- 12.1 We warrant that we will provide the Services with reasonable skill and care.
- 12.2 Except as expressly stated, Deliverables and recommendations are provided "as is" and are advisory in nature. The Buyer remains responsible for decisions, implementation, and operation of its environments.

13 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.

14 Termination

- 14.1 Either party may terminate the Services for material breach if not remedied within a reasonable period after written notice.
- 14.2 The Buyer may terminate for convenience in accordance with the Call-Off Contract; fees for work performed up to termination (and any committed costs) remain payable.

15 Notices

Notices must be sent to the addresses stated in the Call-Off Contract/Order Form. Email notices are effective when sent, provided no delivery failure notice is received.



16 Governing law

Unless the Call-Off Contract states otherwise, these Terms are governed by the laws of