



Welford IAG – Terms & Conditions

1. Introduction and precedence

These Terms and Conditions ("Terms") apply to the provision of the Welford SaaS Services listed in Schedule A (the "Services") by Welford Systems Limited ("Supplier", "we", "us") to the Buyer ("you").

Where the Services are procured under the UK Government Digital Marketplace / G-Cloud framework, these Terms are intended to sit alongside the applicable framework and Call-Off Contract. If there is any conflict between these Terms and the G-Cloud framework terms or the Call-Off Contract, the framework/Call-Off Contract will take precedence to the extent of the conflict.

An Order Form (or Call-Off Order) referencing these Terms will set out the Services purchased, Subscription term, pricing, and any agreed service-specific details.

2. Definitions

- "Authorised Users" means your employees, contractors and agents who are authorised to use the Services.
- "Buyer Data" means data (including personal data) submitted to or processed within the Services by or on behalf of you.
- "Confidential Information" means information disclosed by one party to the other that is confidential or would reasonably be understood to be confidential.
- "Documentation" means Supplier documentation made available to you for the Services.
- "Subscription" means the right to access and use the Services during the Term.
- "Term" means the subscription term stated in the Order Form (including any renewals).

3. Provision of the Services

3.1 We will provide the Services and make them available to Authorised Users in accordance with these Terms and the Order Form.

3.2 The Services are delivered as SaaS and accessed via supported web browsers and/or APIs over HTTPS.

3.3 We may update the Services to maintain security, performance, and functionality. We will use reasonable efforts to notify you of material changes.

4. Service availability and maintenance

4.1 We use reasonable efforts to operate the Services with high availability. Any service level commitments (if applicable) will be set out in the Order Form or Call-Off Contract.



4.2 Scheduled maintenance may be required. Where practicable, we will perform maintenance outside UK business hours and provide advance notice for planned maintenance.

4.3 We will provide outage notifications and incident updates to nominated contacts via agreed channels (e.g., email/ticketing).

5. Support

5.1 Support channels and hours are set out in the Order Form or Supplier Support Schedule (if provided). As a minimum, support is provided via web ticketing/email during UK business hours, Monday–Friday (excluding bank holidays).

5.2 Severity levels (P1–P4) and target response times may be defined in the Order Form. Resolution times depend on the nature of the issue and any third-party dependencies.

5.3 Onsite support, premium support, or dedicated technical account management may be provided at additional cost if agreed in the Order Form.

6. Your responsibilities

You are responsible for:

- Ensuring Authorised Users comply with these Terms and the Documentation.
- Maintaining the confidentiality of user credentials and enforcing appropriate access controls (including MFA where enabled).
- Providing accurate information, cooperation, and timely decisions required for onboarding and integration setup.
- Ensuring your systems and networks meet the stated system requirements and that you have lawful rights to provide Buyer Data to the Services.

7. Acceptable use

You must not (and must ensure Authorised Users do not):

- Use the Services in a way that is unlawful or infringes third-party rights.
- Attempt to gain unauthorised access to the Services or related systems, introduce malware, or perform security testing without written approval.
- Reverse engineer, decompile, or attempt to derive source code (except to the extent permitted by law).
- Use the Services to store or transmit illegal content or to enable unauthorised monitoring/surveillance.

8. Buyer Data, privacy and data protection



8.1 You retain all rights in Buyer Data. We process Buyer Data only to provide and support the Services, and as otherwise instructed by you in writing.

8.2 Each party will comply with applicable data protection laws (including the UK GDPR and Data Protection Act 2018).

8.3 Where we act as processor, we will process personal data only on documented instructions and implement appropriate technical and organisational measures. A data processing agreement (DPA) may be incorporated in the Call-Off Contract or provided on request.

8.4 Data hosting locations for the Services will be as stated in the Service Definition / Order Form (typically United Kingdom, unless agreed otherwise).

9. Security

9.1 We operate an information security management system (ISMS) and maintain security policies, logging/monitoring, incident management, vulnerability management, and controlled change processes appropriate to the Services.

9.2 We encrypt data in transit using TLS (1.2+) and use platform controls to protect data at rest. Access to management interfaces is restricted using least privilege and role-based access controls.

9.3 You are responsible for securing your endpoints and networks and for the secure configuration of your identity provider (where SSO is used).

10. Incident management and notification

10.1 We maintain documented incident response procedures and will investigate and respond to security incidents affecting the Services.

10.2 You can report incidents via support ticketing/email (and phone for priority incidents where agreed).

10.3 For material incidents, we will provide updates during response and a written incident report after closure, including impact, actions taken, and corrective actions where appropriate.

10.4 Where legally required, we will support you with notifications to regulators and affected individuals, in line with applicable law and contractual terms.

11. Intellectual property

11.1 We retain all intellectual property rights in the Services, Documentation, and any Supplier materials.

11.2 You are granted a non-exclusive, non-transferable right for Authorised Users to access and use the Services during the Term, subject to these Terms and payment of fees.



11.3 You retain all rights in Buyer Data and any Buyer-provided materials.

12. Fees and payment

12.1 Fees are as set out in the Order Form or Pricing Document. Unless otherwise stated, fees are exclusive of VAT.

12.2 Payment terms will be as stated in the Call-Off Contract or Order Form.

12.3 If you purchase optional services (e.g., onboarding packages, integrations, premium support), these will be priced as stated in the Order Form or agreed in writing.

13. Confidentiality

Each party will protect the other party's Confidential Information using reasonable care, use it only to perform obligations under these Terms, and restrict disclosure to those who need to know and are bound by confidentiality obligations. Confidentiality obligations do 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.

14. Audit and compliance

14.1 We will maintain appropriate records to demonstrate performance of our obligations and, where agreed, will provide reasonable information to support your audits and assurance requirements.

14.2 Public sector transparency requirements may apply. Where procurement is under G-Cloud, publication of certain contract information may be required by law or policy.

15. Term, suspension and termination

15.1 These Terms commence on the Effective Date in the Order Form and continue for the Term.

15.2 Either party may terminate for material breach if the other party fails to remedy the breach within a reasonable period after written notice.

15.3 We may suspend access to the Services if required for security reasons, to prevent harm, or for non-payment (subject to the Call-Off Contract terms).

16. Exit assistance and data return

16.1 At the end of the Term, you may export Buyer Data using available export tools and/or APIs. On request, we may provide a final export package in standard formats (e.g., CSV/JSON) at additional cost if agreed.



16.2 After contract end and following the agreed offboarding process, we will delete Buyer Data in line with our retention and deletion policy and any contractual requirements.

17. Warranty and disclaimer

17.1 We warrant that we will provide the Services with reasonable skill and care.

17.2 Except as expressly stated, the Services are provided "as is". We do not warrant that the Services will be uninterrupted or error-free, or that they will meet all your specific requirements, except as agreed in the Order Form/Call-Off Contract.

18. 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, each party'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 Order Form in the 12 months preceding the event giving rise to the claim, unless otherwise stated in the Call-Off Contract.

Neither party will be liable for indirect or consequential losses, loss of profit, or loss of business, subject to any mandatory public sector terms in the Call-Off Contract.

19. Subcontractors and third parties

We may use subcontractors (including cloud hosting providers) to deliver parts of the Services. We remain responsible for our subcontractors' performance of our obligations under these Terms.

20. Notices

Notices must be sent to the addresses stated in the Order Form (or as updated by written notice). Email notices are effective when sent, provided no delivery failure notice is received.

21. 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.



Schedule A – Services

The Services covered by these Terms may include (as purchased under the Order Form):

- Welford Identity & Access Governance (IAG) – SaaS
- Welford Service Management – SaaS
- Any agreed add-ons, integrations, or support packages listed in the Order Form

Schedule B – Data Protection (optional)

A Data Processing Agreement (DPA) may be incorporated in the Call-Off Contract or provided separately. If required, it will cover: processing instructions, confidentiality, security measures, sub-processors, international transfers, assistance with data subject rights, breach notification, audit/assurance, and deletion/return of personal data at end of services.