



Welford Service Management – Terms & Conditions

1 Introduction and precedence

These Terms and Conditions ("Terms") apply to the provision of Welford Service Management ("WSM" or the "Service") by Welford Systems Limited ("Supplier", "we", "us") to the buyer ("Buyer", "you").

Where the Service is 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 (or Call-Off Order) will set out the Service purchased, the subscription term, pricing, support level and any optional services.

2 Definitions

- "Agent" means a named service desk engineer/analyst authorised to manage and resolve tickets in WSM.
- "Authorised Users" means your employees, contractors and agents authorised to use the Service (including Requesters and Agents).
- "Buyer Data" means data (including personal data) submitted to or processed within the Service 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 as confidential.
- "Documentation" means Supplier documentation made available to you for the Service.
- "Requester" means an end user who raises or tracks requests/tickets.
- "Tenant" means a logically separated instance of the Service provided to the Buyer.
- "Term" means the subscription term stated in the Order Form/Call-Off Contract.

3 Provision of the Service

- 3.1 We will provide the Service in accordance with these Terms and the Order Form/Call-Off Contract.
- 3.2 The Service is delivered as SaaS and accessed via supported web browsers and/or APIs over HTTPS.
- 3.3 We may make changes and updates to maintain security, performance and functionality. We will use reasonable efforts to notify you of material changes.
- 3.4 The Service includes features described in the Service Definition; some capabilities depend on configuration and agreed scope (e.g., CMDB relationship depth, integrations).



4 Availability and maintenance

- 4.1 We use reasonable efforts to operate the Service with high availability. Any availability target and remedies are agreed in the Order Form/Call-Off Contract.
- 4.2 Planned maintenance may be required. Where practicable, we will provide advance notice and schedule maintenance outside UK business hours.
- 4.3 Outage and incident communications will be provided to nominated Buyer contacts via agreed channels (e.g., ticketing/email).

5 Support

- 5.1 Standard support is provided via ticketing/email during UK business hours (Monday–Friday, excluding bank holidays), unless otherwise agreed.
- 5.2 Optional support tiers (e.g., extended hours, phone support for P1/P2, and 24x7 P1 incident response) may be purchased and are described in the Order Form/Call-Off Contract.
- 5.3 Response and resolution targets depend on severity classification and may be defined in the Order Form/Call-Off Contract.
- 5.4 Buyer must provide and maintain up-to-date contact details for incident notifications and support escalation.

6 Buyer responsibilities

You are responsible for:

- Ensuring Authorised Users comply with these Terms and the Documentation.
- Maintaining the confidentiality of credentials and enforcing appropriate access controls (including MFA where enabled).
- Providing timely decisions, approvals, and cooperation required for onboarding, CAB processes and configuration.
- Providing lawful rights to submit and process Buyer Data in the Service.
- Ensuring your systems and networks meet the stated requirements and that required network connectivity is available.

7 Acceptable use

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

- Use the Service in an unlawful way or to infringe third-party rights.
- Attempt unauthorised access, introduce malware, or perform security testing without written approval.
- Reverse engineer or attempt to derive source code except as permitted by law.
- Use the Service to store or transmit illegal content.



8 Data protection and privacy

- 8.1 You retain all rights in Buyer Data. We process Buyer Data only to provide and support the Service and as otherwise instructed by you in writing.
- 8.2 Each party will comply with applicable data protection laws (including UK GDPR and the 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 are as stated in the Service Definition/Order Form (typically United Kingdom unless agreed otherwise).

9 Security

- 9.1 We operate security controls appropriate to the Service, including access control, logging/monitoring, vulnerability management, secure change control and incident management.
- 9.2 Data in transit is protected using TLS (1.2+) and data at rest is protected using cloud platform controls and encryption where applicable.
- 9.3 Access to management interfaces is restricted using role-based access control (RBAC) and least privilege; administrative actions are logged.

10 Incident management and reporting

- 10.1 We maintain documented incident response procedures and will investigate and respond to security incidents affecting the Service.
- 10.2 Buyers report incidents via ticketing/email (and by phone for priority incidents where included).
- 10.3 For significant incidents, we will provide updates during response and a written closure report including timeline, impact, actions taken and corrective actions (CAPA) where appropriate.

11 Intellectual property

- 11.1 We retain all intellectual property rights in the Service, Documentation and Supplier materials.
- 11.2 You are granted a non-exclusive, non-transferable right for Authorised Users to use the Service during the Term, subject to these Terms and payment of fees.
- 11.3 You retain rights in Buyer Data and Buyer-provided materials.



12 Fees and payment

- 12.1 Fees are as set out in the Pricing Document and Order Form/Call-Off Contract. Fees are exclusive of VAT unless stated otherwise.
- 12.2 Payment terms are as stated in the Order Form/Call-Off Contract.
- 12.3 Optional services (e.g., onboarding, integrations, consultancy, managed service, enhanced support) are charged as agreed in the Order Form/Call-Off Contract.

13 Confidentiality

Each party will protect the other party's Confidential Information and use it only to perform obligations under these Terms. 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.

14 Audit and transparency

- 14.1 We maintain appropriate records to demonstrate performance of our obligations and will provide reasonable information to support Buyer assurance requirements.
- 14.2 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 start on the Effective Date in the Order Form and continue for the Term.
- 15.2 Either party may terminate for material breach if not remedied within a reasonable period after written notice.
- 15.3 We may suspend access where required for security reasons, to prevent harm, or for non-payment, subject to the Order Form/Call-Off Contract.

16 Exit and data return

- 16.1 Buyers can export Buyer Data via UI and/or API in standard formats (CSV/JSON; PDF reports where available). A final export package can be provided on request as an optional service.
- 16.2 Following contract end and export confirmation, Buyer Data is securely deleted in line with retention and deletion policy and contractual requirements.



17 Warranty and disclaimer

- 17.1 We provide the Service with reasonable skill and care.
- 17.2 Except as expressly stated, the Service is provided "as is". We do not warrant uninterrupted or error-free operation or that the Service will meet all Buyer-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 Service 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

We may use subcontractors (including cloud hosting providers) to deliver parts of the Service. 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/Call-Off Contract (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.