

People Services

Schools and Academies Service Level Agreement

Health & Safety

2014/15



Contents

| Section | | Page Number |
|----------------|---|--------------------|
| 1 | Introduction | 3 |
| 1.1 | Points of Contact | 3 |
| 1.2 | Quality Indicators and Performance Reporting | 4 |
| 1.3 | Service Categories | 4 |
| 1.4 | Hoople Overall Responsibilities | 5 |
| 1.5 | School/Academy's Overall Responsibilities | 5 |
| 1.6 | Joint Overall Responsibilities | 5 |
| 1.7 | Breakdown of Health & Safety Services | 6 |
| 2 | Terms and Conditions | 10 |

1. Introduction

Purpose of the Schools' Service Level Agreement (SLA) The SLA is part of the overall contractual and operational documentation and is intended to set out each of the Party's service delivery obligations. The SLA has been designed to define the responsibilities of all Parties to the Agreement, determining who is the Lead Party (the party responsible for making sure that the required outcome is achieved), and what each of the respective Parties is expected to contribute in order to achieve the required outcome.

Our Commitment to You

Hoople is committed to achieving continuous service improvement and business excellence. We want to ensure that our Clients receive the highest level of service possible and that this is delivered economically, efficiently and effectively. The primary aims of the service are:

- To provide a well-qualified, experienced and professional team who offer expert advice by phone and email as well as on-site support at your school when required
- A team who possess professional qualifications and skills in related subject areas such as auditing, asbestos management, construction, Legionella, food safety, fire risk assessment, together with professional training qualifications

Our service will be based on guidance and best practice as described by Health and Safety Executive (HSE).

Service objectives are to provide:

- Core Health & Safety Advisory Service
- Additional Health & Safety Advisory Services
- Health & Safety Training

1.1 Points of Contact

The main point of contact for health and safety advisory and training services is:

Simon Catley – Lead Trainer Health & Safety

Telephone: 01432 260372

Mobile: 07792 881783

simon.catley@hoopleltd.co.uk

1.2 Quality Indicators and Performance Reporting

Quality Control

Hoople is committed to providing superior quality products and services. Quality objectives have been established to drive continuous improvement, greater efficiency and improved customer satisfaction.

The quality programme employs effective quality control techniques, quality assurance reviews/audits and Client satisfaction reviews aimed at continually improving value over the long term while addressing the needs of all stakeholders. Exceeding Client expectations is a core aspiration for Hoople.

Primary elements of service quality include: Reliability, Understanding of Client issues, Empathy and Responsiveness.

Continuous Improvement Programme

A Continuous Improvement Programme (CIP) has been implemented to promote customer focus and service; this includes:

- Listening to our Clients' feedback so that continuous improvement is actioned
- Where necessary, we will review and amend processes to improve service delivery
- Developing the Lean Academy with our Clients to train staff from our organisations to develop skills in service and process improvement
- Sharing best practice and innovation

1.3 Service Categories

The following headings give a broad indication of the nature of the service provided:

- **Health & Safety Core** – advisory service via phone and email, accident management support and collation, investigation service
- **Health & Safety Additional Services** – could include on-site specialist advisory visits, fire risk assessments, creation and implementation of audit programmes
- **Health & Safety Training** – access to our training programme as well as bespoke specialist training for school staff

1.4 Hoople Overall Responsibilities

- Discharging the services and standards listed in the SLA
- Achieving the agreed key performance measures
- Continuously maintaining and improving levels of skills and expertise to deliver and improve the services in accordance with good industry practice
- Dealing with additional / special Client requests
- Annual Client consultation as part of a Continuous Improvement Programme
- Notify Client of any problems in connection with the provision of service
- Provide agreed performance indicator reports to agreed timescales
- Respond promptly to requests from the Client for advice and support in relation to health and safety
- Observe the agreements on intellectual property
- Delivering all service, programme and project assurance requirements as agreed with the Client
- Maintain the agreed hours of operation which are Monday to Friday 08:30 – 17:30.
- Compliance with all legislation, statutory regulations and Client's financial procedures, procurement policy and operating policies

1.5 School/Academy's Overall Responsibilities

- Treat the contents of this agreement as confidential and commercially sensitive, unless agreed with Hoople
- Co-operate with all reasonable demands for access to records and documentation required to support the provision of the health and safety service
- Provide information reasonably requested by Hoople to agreed timescales
- Ensure that charges for services are paid promptly and in accordance with Hoople's credit terms of 30 days
- Inform Hoople of any risks which may impact service delivery
- Treat all data as confidential and in accordance with the Data Protection Act

1.6 Joint Overall Responsibilities

- Provide accurate and timely information to enable the agreed timescales for service delivery to be met
- Ensure that all employees are aware of any changes to legislation, policies and procedures affecting the delivery of services with this agreement
- Ensure co-operation and prompt action to correct all errors and anomalies
- Ensure that service / organisation objectives are clearly communicated in a manner that is understandable by all parties.
- Respect the confidentiality of information at all times.
- Do not disclose any information specific to this Agreement to any third party without the written authority of the other Party, treat as confidential, including rates and contractual information

1.7 Breakdown of Health & Safety Services

| Health & Safety Core Service | | |
|---|--|--|
| Deliverable | Client Responsibilities | Hoople Responsibilities |
| <p>1. Professional advice and support for head teachers, health and safety co-ordinators, governors and staff both via telephone and email on all health and safety matters</p> | <p>The school is required to: -</p> <p>Ensure all staff are aware of the email address and phone number of the Hoople Health & Safety Advisory Services</p> <p>Ensure that health and safety lead is aware of requests for advice sent to Hoople</p> <p>Ensure Health and Safety lead meets with Hoople Lead Trainer half yearly to discuss service provided</p> | <p>To provide school with details of how to access the advisory service</p> <p>To acknowledge all emails and telephone calls within 2 working days of receipt to the advisory service email</p> <p>To provide health and safety advice via email or phone, detailing action to be taken and by whom</p> <p>To log all requests on recording system</p> <p>To provide half yearly report on number of requests received, accident reports received, and completion rate</p> <p>Lead Trainer to meet with school Health and Safety lead to discuss service being delivered and gain feedback</p> |

| | | |
|--|--|---|
| <p>2. Accident management system – collating all accident reports and advising on action required. Completion of RIDDOR notifications when required. Reporting of serious accidents on school’s behalf (Form F2508) to the HSE</p> | <p>To use paperwork provided to record accidents and near misses and email to Hoople within school policy guidelines</p> <p>To provide Hoople with all accident reports within one working day and any supporting information that Hoople may require to be able to investigate effectively</p> <p>To update risk assessments if required as the result of an accident / near miss investigation</p> | <p>To review all accident reports and advise the school on action to be taken</p> <p>To advise when further investigation is required and who should be completing the investigation</p> <p>Record details on data base and notify the school of any emerging patterns that they need to address</p> <p>To complete and submit RIDDOR notifications when required within the required timescales.</p> <p>To provide half yearly accident statistics to health and safety lead in the school</p> |
| <p>3. Up to 10 hours of investigation time following accidents and then any additional time at £30 per hour</p> | <p>To agree with Hoople Lead Trainer when to use the hours of investigation</p> <p>To authorise payment of additional hours investigation if required</p> | <p>Hoople Lead Trainer to co-ordinate and run investigations as required. Lead Trainer to record hours spent and inform school when hours used</p> <p>To gain authorisation for any additional payment required for investigation services that will be outside of SLA agreement</p> |

| Additional Services | | |
|---|--|--|
| Deliverable | Client Responsibilities | Hoople Responsibilities |
| <p>Fire safety assessment – this service will consist of carrying out a full assessment and follow up action plan</p> | <p>To agree with Hoople Lead Trainer estimated costs to complete assessment and action plan and authorise payment</p> <p>To provide Hoople Lead Trainer access to all areas to complete the assessment</p> | <p>To work with school to agree estimated time to complete assessment and action plan</p> <p>To carry out risk assessment of all areas within the school and complete paperwork</p> <p>Send completed risk assessment and action plan to school within 5</p> |

| Additional Services | | |
|---|---|---|
| Deliverable | Client Responsibilities | Hoople Responsibilities |
| | <p>To provide all related documentation required to complete or update assessment</p> <p>To implement the completed action plan</p> | working days |
| Development of a 3 year Health & Safety Management audit programme. Completion of current year's audit | <p>To work with Hoople Lead Trainer access to identify areas for audit and authorise payment for service</p> <p>To provide all related documentation required to complete or update audit</p> <p>To implement any actions that arise as a result of the audit</p> | <p>To notify schools of estimated time to complete audit programme and costs</p> <p>To complete current year's audit within the school and complete paperwork</p> <p>Send completed audit paperwork to school within 5 working days</p> |
| On-site advisory visits to support head teachers, health and safety co-ordinators, governors and staff on health and safety matters | To provide Hoople Lead Trainer with details of areas of concern | To work with nominated school staff and provide an on-site visit |

| Health & Safety Training | | |
|---|---|---|
| Deliverable | Customer Responsibilities | Hoople Responsibilities |
| Provide access to specialist health and safety training for bursars and governors. | <p>To commission training and authorise payment</p> <p>To provide venue for training and ensure details of training circulated to those attending the training</p> | <p>To provide trainer and invoice for training</p> <p>To record training and issue certificates of training</p> |
| Access to face to face health and safety training either via open courses or by commissioning in-house training to be delivered at school venue | <p>To book staff onto training programme via CPD Online, email or phone, or commission an in-house training via schools portal</p> <p>Authorise payment for training and ensure attendance at training</p> <p>Provide venue for training where required for in-house training</p> | <p>To provide trainer for commissioned in-house training and invoice for training</p> <p>To record training and issue certificates of training attended</p> |
| Access to e-learning packages | <p>Identify e-learning required</p> <p>Ensure that staff have access to computer with ability to run Hoople e-learning channel</p> | <p>Provide access to e-learning channel and relevant purchased learning</p> |

2. TERMS AND CONDITIONS OF SERVICE

THIS AGREEMENT is between the education institution (the “Establishment”) and Hoople Ltd (Reg. No. 7556595) of Plough Lane, Hereford, HR4 OLE (the “Service Provider”).

WHEREAS:

The Establishment desires to obtain the services of the Service Provider for the purpose of providing certain services upon the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. Interpretation

1.2 In this Agreement unless otherwise specified:

- 1.2.1 where the context permits, words importing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.
- 1.2.2 references to Clauses and Orders Placed with the dedicated Hoople Schools Buying Portal are to clauses of, and schedules to, this Agreement.

2. Term and Termination

2.1 This Agreement shall commence 7 days after the order is placed (the “Effective Date”) and subject to clause 2.2 of this Agreement shall terminate automatically without notice 12 months thereafter.

- 2.1.1 The Service Provider commits to implementing a ‘cooling off’ period of 7 days between the date the order is placed, and the Effective Date during which time the Establishment may delete or amend the order.

2.2 This Agreement can be terminated by either party upon ninety (90) days’ written notice to the other party.

2.3 Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if:

- 2.3.1 the other party commits any material breach of the terms of this Agreement;
- 2.3.2 an order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding-up of the other party; or
- 2.3.3 a receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.

2.4 Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of this Agreement committed prior to termination, which shall continue unaffected.

2.5 The Establishment undertakes to pay any outstanding costs associated with early Termination.

3. Obligations of the Service Provider

3.1 The Service Provider undertakes to provide the services as set out online within the dedicated Hoople Schools portal to this Agreement (the “Services”), in consideration of the payment as set out in the dedicated Hoople Schools portal. The Service Provider has undertaken Payment calculation based on the following terms:

3.1.1 payment for services relating to employee numbers has been calculated based on the number of employees at each Establishment as at October 2013. Included in the calculation is a 5% tolerance. If employee numbers rise above this 5% tolerance Hoople reserves the right to charge incremental fees.

3.1.2 payment for the Payments Management service has been based on the number of payment vouchers raised in 2012/3, within a 10% tolerance level. The Service Provider reserves the right to increase pricing if volumes increase by more than the stated tolerance level.

3.1.3 should the Establishment request an additional service during the duration of the term, the Service Provider reserves the right to charge the full, annual cost of the requested service.

3.1.4 payment for the Payroll services has been calculated based on the assumption that the Establishment will also order the full Staffing and Appointments service. The Service Provider cannot be constrained by the payment details on the website if the Establishment does not order both services.

3.1.5 payment for services relating to pupil numbers has been calculated based on the number of pupils at each Establishment as at October 2013. Included in the calculation is Sixth Form numbers.

3.1.6 The Service Provider will provide digital order confirmation of the services ordered and associated fees by means of the functionality of the Hoople Schools portal.

3.2 Should the Establishment request and the Service Provider agrees to provide services additional to those specified within the schools buying portal order, the fees for those additional services shall be mutually agreed between the parties, but otherwise for all purposes of this Agreement, the additional services shall be deemed to be included within the definition of Services.

3.3 The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards. The Service Provider undertakes to provide a detailed service level agreement (SLA), outlining the responsibilities of both parties with regard to each service. The SLA for each service will be provided as a downloadable document on the Hoople Schools portal.

- 3.4** The Service Provider shall indemnify the Establishment from all claims, actions or demands made by third parties against the Establishment, and all liabilities of the Establishment to third parties (collectively “Third Party Liabilities”) and from all damage, losses, costs, expenses and payments whatsoever suffered or incurred by the Establishment either directly or in relation to Third Party Liabilities in respect of (a) personal injury to or the death of any person and any loss or destruction of or damage to property (not attributable to any default or neglect of the Establishment or of any person for whom the Establishment is responsible) which shall have occurred in connection with the provision of the Services under this Agreement, (b) any defect in the Services, and (c) any breach by the Service Provider of any terms of this Agreement, including without limitation, clause 3.3 provided that the liability of the Service Provider to the Establishment under this Agreement, including without limitation, this clause 3.4, shall be limited to a maximum amount of £1,000,000 in respect of any one incident or series of related incidents and a maximum amount of £1,000,000 in respect of all and any incidents (whether or not related) arising during the term of this Agreement and in the annual aggregate.
- 3.5** The Service Provider shall take out and maintain during the term of this Agreement an insurance policy, with a reputable insurance company upon terms which are sufficient to cover his liabilities under this Agreement, including without limitation, his liabilities under clause 3.4. The Service Provider shall upon reasonable request produce to the Establishment a copy of the said insurance policy, and a receipt for the payment of the current premium. For the avoidance of doubt the Service Provider shall be liable under all of the provisions of this Agreement, including without limitation, clause 3.4, whether or not he complies with the provisions of this clause 3.5.
- 3.6** The Service Provider shall promptly provide to the Establishment written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.
- 3.7** All communications and all information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation or advice given to the Establishment by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party or published without prior written consent of the School, such consent not to be unreasonably withheld.
- 3.8** The Service Provider undertakes that, in the event of his being unable personally to perform the Services in accordance with his obligations under this Agreement, he will provide by way of a substitute to perform the Services in his place a fully qualified alternative service provider acceptable to the Establishment (the “Substitute”), provided that the provision of the Substitute shall be under a subcontract between the Service Provider and the Substitute and that the rights and obligations of the Service Provider under this Agreement in relation to the Establishment shall not be affected, nor shall the Establishment be under an obligation to pay any fees to the Substitute for the provision by him of the Services.

4. Intellectual Property Rights

- 4.1** All intellectual property and industrial property rights throughout the world in patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works and the like discovered or created by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement shall vest in and be the absolute property of the Service Provider. Upon the request of the Establishment the Service Provider shall, at the Establishment's expense, execute all documents and do all acts and things required to vest or perfect the vesting of such property rights legally and exclusively in the School or any nominee or assignee of the School.

5. Expenses and Payment Terms

- 5.1** The Establishment will reimburse the Service Provider for all reasonable expenses incurred in the discharge of his obligations under this Agreement, provided that all such expenses will be subject to the prior written approval of the Establishment. Expenses are to be accounted for and reimbursement will be made against vouchers approved by the Establishment and in accordance with relevant standard Establishment procedure as from time to time established and notified to the Service Provider.
- 5.2** The Establishment shall pay the Service Provider's invoices within 21 days of the date of invoice. Failure to pay may result in additional penalties.

6. Confidentiality and Security

Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party.

Each party agrees that in the event that confidential information which is the responsibility of either party is accidentally released by either party to the other, each party undertakes to inform the other upon discovery, to keep the information strictly confidential, and to return or destroy the information immediately without copying or onward transmitting that information.

7. Miscellaneous

- 7.1** For the avoidance of doubt both parties confirm that the Service Provider enters into this Agreement as an independent contractor and that he is not nor shall for any purpose be regarded as an employee of the Establishment.
- 7.2** Force Majeure - Neither party shall be liable to the other for any failure to perform its obligations under the contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of the contractor to use its best endeavours to fulfil its obligations under the contract.

- 7.3** Except as otherwise provided in this Agreement, all notices, instructions or other communications shall be in writing and may be made by email, facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party at its address.
- 7.4** The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this Agreement.
- 7.5** The terms of this Agreement shall be governed by and construed in accordance with English law and be subject to the non-exclusive jurisdiction of the English Courts.