

# Employee Services

## Service Level Agreement

2019–20



## Contents

1.	Introduction	2
1.1.	Purpose of the SLA	2
1.2.	Quality indicators and performance reporting	2
1.3.	Points of contact	2
1.4.	Service categories and operating principles	2
1.5.	Hoople overall responsibilities	3
1.6.	School overall responsibilities	3
1.7.	Joint overall responsibilities	3
1.8.	Off-boarding costs	3
2.	Employee Services Service Level Agreement	4
2.1.	Professionally delivered transactional HR Services	4
2.2.	Fit for Purpose and Implemented Reward Framework	12
3.	Terms and conditions of service	13

# 1. Introduction

## 1.1. Purpose of the SLA

The SLA is part of the overall contractual and operational documentation and is intended to set out each party's service delivery obligations. The SLA has been designed to set out the outputs desired from all parties to the agreement setting out who is the lead party (the party responsible for making sure that the output is achieved) and what each of the respective parties is expected to input in order to achieve the required output.

## 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 aimed at continually improving value over the long term while addressing the needs of all stakeholders. Exceeding customer expectations is an aspiration for all service teams.

### Quality improvement programme

A Quality Improvement Programme has been implemented to promote innovation and excellence which includes:

- Collaborating with the customer and other representatives to identify and review processes and interfaces to locate the probable cause of failure demand;
- Reengineering processes, as appropriate, to reduce the occurrence of rework and other waste;
- Containing rework within reasonable and manageable parameters;
- Collaborating with the customer to design processes that are less prone to errors;
- Sharing best practice and innovation

## 1.3. Points of contact

The main points of contact for Employee Services are:

### Service Centre Manager – Candida Kuegler

candida.kuegler@hoopleltd.co.uk (tel: 01432 260901)

### HR Services Manager – Julie Davies

julie.davies@hoopleltd.co.uk (tel: 01432 260933)

## 1.4. Service categories and operating principles

Hoople HR and Schools/Academies are working together to deliver a cost-effective, efficient and relevant HR and change management service which meets the customers' changing needs. Both parties recognise that effective forward planning and a full understanding of needs, expectations and outcomes is critical to the successful delivery of the service.

### 1.5. Hoople overall responsibilities

- Discharging the services and standards listed in the SLAs
- 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 customer requests as agreed
- Notify customer of any problems in connection with the provision of service
- Respond promptly to information requests from the customer in line with agreed levels within the SLA
- Improve data quality
- Delivering all service, programme and project requirements as agreed with the customer
- Maintain the agreed hours of operation
- Compliance with all legislation, statutory regulations and customer's financial procedures

### 1.6. School overall responsibilities

- Treat the contents of this agreement as confidential
- Act promptly in submitting requests and action paperwork/transactions in a timely and accurate fashion
- Provide information reasonably requested by Hoople to agreed timescales
- Ensure that all customer's staff are fully informed and adhere to all policies affecting the services provided by Hoople
- Ensure that charges for services are paid within 30 days
- Setting service, programme and project assurance requirements
- Inform Hoople of any risks which may impact service delivery
- Improve data quality
- Register data held or processed by Hoople under the provisions of the General Data Protection Regulation 2018 (ie as a bureau service) under the customer's registration

### 1.7. 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

### 1.8. Off-boarding costs

- Production of P11 report in PDF format (basic taxable pay/NI details) - £200.00 plus VAT
- Production of enhanced balance report in spreadsheet format (all personal details, taxable pay/NI details, all balances, pension balances per post) - £800 plus VAT

## 2. Employee Services Service Level Agreement

### 2.1. Professionally delivered transactional HR Services

(efficient and accurate HR transactional services for the customer)

**Deliverable 1: Timely and accurate processing of employee record changes**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
<p>Ensure that relevant HR paperwork ie notification of change is completed accurately and submitted to Employee Services via the Schools' Portal by 3rd day of each month for processing in relevant period</p>	<p>Process changes and update employee records on Business World accurately in line with relevant pay period</p>
<p>If needed, on request paperwork to be processed late (between 4th and 10th of each month) and agree to pay a late processing charge of £40 per change</p>	<p>Streamline administrative services for ease of use by the customer</p>
<p>If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per change will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply</p>	<p>Process late notification of employee changes received between 4th and 10th of each month at school's request and invoice processing charges at £40 per change</p>
	<p>Process remedial reworking of paperwork and invoice charge at £40 per rework</p>

**Deliverable 2: Prompt issue of contracts of employment/contract amendment letters**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
<p>Ensure that relevant notification of appointment/change forms and associated pre-employment paperwork are completed and submitted to Employee Services via the Schools Portal by 3rd of each month</p>	<p>Prepare and electronically issue contracts of employment within 8 weeks of receipt of notification</p>
	<p>Electronically issue contract amendment letter within 4 weeks of the effective date of change</p>
	<p>Process and monitor relevant pre-employment clearances, ie qualifications</p>

**Deliverable 3: Additional Headcount – permanent, temporary and casual staff**  
**(Lead: Hoople)**

**Customer responsibilities:**

Provide accurate and up-to-date HR instruction paperwork and all relevant employment forms to Employee Services via the Schools Portal for processing by 3rd of each month to enable employees to be paid accurately and on time

If needed, request late paperwork to be processed (received between 4th and 10th of each month) and agree to pay a late processing charge of £40 per change

If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per transaction will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply

**Hoople responsibilities:**

Process changes and update employee records on Business World accurately in line with relevant pay period

Maintain all pay records in accordance with legal and audit obligations and ensure security of such records

Make accurate payments to employees, including making correct statutory and voluntary deductions every month

Provide a monthly payroll service to all confirmed customer employees, paying on 25th or 28th of each month as agreed (or closest working date in compliance with contractual requirements)

Issue a payslip for all employee salaries processed each month. Monitor the value and identify the cause of payment discrepancies

Process late notification of employee changes received between 4th and 10th of each month at school's request and invoice processing charges at £40 per change

Process remedial reworking of paperwork and invoice charges at £40 per rework

Schools will have the flexibility to increase the agreed headcount (as at 1st April 2019) by a tolerance of 5%. For any further increase, Hoople reserves the right to charge for each additional new start at the Employee Services SLA rate

#### Deliverable 4: Salaries paid accurately and on time/monthly payroll (Lead: Hoople)

##### Customer responsibilities:

Provide accurate and up-to-date HR instruction paperwork and all relevant employment forms to Employee Services via the Schools Portal for processing by 3rd of each month to enable employees to be paid accurately and on time

If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per rework will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply

##### Hoople responsibilities:

Provide a monthly payroll service to all confirmed customer employees, paying on 25th or 28th of each month as agreed (or closest working date in compliance with contractual requirements). Process any amendments in line with feedback from validation report

Make accurate payments to employees, including making correct statutory and voluntary deductions every month

Process remedial reworking of paperwork and invoice charges at £40 per rework

Issue a payslip for all employee salaries processed each month. Monitor the value and identify the cause of any payment discrepancies. If an employee requests a paper copy of their payslip, this can be provided at a cost of £5 per copy

Maintain all pay records in accordance with legal and audit obligations and ensure security of such records

Respond to general payroll enquiries within 3 working days. Respond to urgent payroll issues within 1 working day. Process all payroll statutory returns accurately by required date

##### Complete Statutory document and returns:

P45 – tax leavers form to employee/ HRMC. If an employee requests a copy of their P45, a statement of earnings can be provided at a cost of £5 per statement

P60 – End of year taxable pay document to staff in employment at end of year. If an employee requests a copy of their P60, a statement of their earnings can be produced at a cost of £5 per statement

P11d – taxable benefits document – employee

P11d – Expenses return to HMRC

PAYE return to HMRC

**Deliverable 5: Timesheets and Expenses paid accurately and on time/monthly payroll**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Ensure that relevant, accurate paperwork is submitted to Employee Services via the Schools Portal by 3rd of each month	Process new starters on Business World accurately in line with relevant pay period
Ensure that employee overtime/casual hours claims are received by Employee Services via the Schools Portal by 3rd of each month	Make accurate payments to employees including making correct statutory and voluntary deductions every month
Ensure that employee expense claims are received by Employee Services via the Schools Portal by 3rd of each month	Process remedial reworking of paperwork and invoice charges at £40 per rework
If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per rework will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply	Issue a payslip for all employee salaries processed each month. Monitor the value and identify the cause of any payment discrepancies
	Maintain all pay records in accordance with legal and audit obligations and ensure security of such records

**Deliverable 6: Timely and accurate processing of occupational benefits and statutory entitlements**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Ensure that accurate Sickness Absence Returns (SARS) are completed and returned to Employee Services on a weekly basis	Provide written notification to employees detailing their entitlements to maternity, paternity, adoption and parental benefits – statutory and occupational
Ensure that relevant paperwork (ie MATB1) is completed accurately and submitted to Employee Services (at Plough Lane) by 3rd day of each month for processing in relevant period	Process changes and update employee records on HR System – Business World-accurately in line with relevant pay period
For maternity, paperwork to be received 15 weeks before the Expected Week of childbirth/Matching date	Process remedial reworking of paperwork and invoice charges at £40 per rework
If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per rework will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply	Provide written notification to employees detailing their entitlements to sick pay – statutory and occupational
	Provide advice on maternity leave and pay
	Accurately process Sickness Absence Returns (SARs) each month, and highlight any issues regarding accuracy to Headteacher



**Deliverable 7: Assessment of teachers’ pay and provision of advice on remuneration**  
 (Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
<p>Ensure that relevant paperwork, ie bulk changes form/notification of additional payments form is submitted to Employee Services via the Schools Portal by 3rd of each month</p>	<p>Process changes and update employee records on HR system – Business World accurately in line with relevant pay period</p>
<p>If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per rework will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply</p>	<p>Process remedial reworking of paperwork and invoice charges at £40 per rework</p>
	<p>Provide advice on remuneration including allowances and additional payments in accordance with the STPCD and school pay policy</p>
	<p>Ensure that Leadership Group staff appointments/ variations comply with STPCD</p>
	<p>Provide Annual Salary Review statement as at 1st September to teachers by 31st October (unless delayed pay award decision dictates otherwise)</p>

**Deliverable 8: Provision of pay queries/salary/redundancy estimates**  
 (Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
<p>Clarify situation where appropriate</p>	<p>Respond to employees’ queries and resolve contractual/pay issues within 3 days</p>
<p>Written requests to be forward to Employee Services for completion</p>	<p>Provide written confirmation to external bodies, ie banks, building societies in line with request</p>
	<p>Provide calculations and estimates on redundancy (where school is in formal consultation) within 5 working days and retirement within 10 working days of customer request</p>

**Deliverable 9: Underpayment of salary**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Notify Employee Services of underpayment and request advance payment to be made	Underpayment due to Hoople’s error, advance will be issued if amount greater than £50
If inaccurate paperwork is provided and remedial work is then required, a rework charge of £40 per rework will be payable. If notification of the rework is received between 4th and 10th of the month, then a later payment processing charge of £40 per transaction will also apply	Underpayment due to school error process remedial reworking of paperwork and invoice charges at £40 per rework
	Underpayment due to school error including late notification, advance will be issued at a cost of £40 per transaction

**Deliverable 10: Overpayment of salary**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Provide relevant paperwork by 3rd of every month to Employee Services	Calculate any overpayment for leavers and communicate directly with individual
If inaccurate or late (after 10th of the month) paperwork is provided which results in an overpayment of salary (which is to be recovered from the employee), a charge of £75 will be payable	All efforts will be made to recover monies
If late notification is received (between 4th and 10th of the month) which would result in an overpayment of salary unless actioned, a late processing charge of £40 will apply	
Where the overpayment has occurred as a result of a school error or late notification, the liability for the overpayment rests with School	
Provide written confirmation if an overpayment is not to be recovered	

**Deliverable 11: Provision of a professionally managed pensions service**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Submit accurate pension documentation and ensure that Hoople is fully informed of any change to employee’s circumstances that impact on service provision	Process changes and update employee records on Business World accurately
Provide the required notice and submit accurate pension documentation within the stipulated timescales	Process retirement applications within 10 working days (unless scheme rules dictate otherwise)
Contact Hoople immediately in the event of death in service	Complete and process annual pension returns for LPGS and Teachers Pension, including payroll statutory returns, accurately and on time
	Complete statutory teachers’ monthly service and salary details report for Teachers’ Pensions (Monthly Data Collection (MDC))

**Deliverable 12: Pension Auto-Enrolment and Service – to ensure compliance**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Submit accurate pension documentation	Identification of staff to be auto-enrolled by category
Ensure staff are aware of pension auto-enrolment through induction process and/or employee communications	Communication to employees with regard to their individual position
	Updating Business World with relevant information
	Notification to Teachers’ Pensions and Local Government Pension Scheme

**Deliverable 13: Administered salary sacrifice schemes**  
(Lead: Hoople)

Customer responsibilities:	Hoople responsibilities:
Underwrite all salary sacrifice schemes and take responsibility for any related policy/ notification of change in levels of service	Employee Services team will administer all salary sacrifice schemes including: – Childcare voucher scheme – Cycle to Work
Employees will submit relevant paperwork by 3rd of the month	

**Deliverable 14: Processing termination of employment  
(Lead: Hoople)**

Customer responsibilities:	Hoople responsibilities:
Ensure that relevant termination form and copy of resignation letter is submitted to Employee Services (Plough Lane) by 3rd of each month	Paperwork processed in line with relevant leave date and letter confirming details sent to individual within 4 weeks of the effective date of the change
If inaccurate or late (after 10th of the month) paperwork is provided which results in an overpayment of salary (which is to be recovered from the employee), a charge of £75 will be payable	If an overpayment results from a termination of employment, calculate any overpayment for leavers and communicate directly with individual
If late notification is received (between 4th and 10th of the month) which would result in an overpayment of salary unless actioned, then a late processing charge of £40 will apply	All efforts will be made to recover an overpayment
Where the overpayment has occurred as a result of a school error or late notification, the liability for the overpayment rests with School	
Provide written confirmation if an overpayment is not to be recovered	

**2.2. Fit for Purpose and Implemented Reward Framework  
(to ensure compliance with HR legislation)**

**Deliverable 1: Local and National Pay and Conditions / Legislative Changes implemented correctly and on time (Lead: Hoople)**

Customer responsibilities:	Hoople responsibilities:
Observe changes as notified by Hoople to national pay and conditions within employee terms and conditions	HMRC Real Time Information (RTI) submitted monthly
Headteachers / Chair of Governors to communicate any relevant changes at school level	Responding directly to auditors in relation to the Teachers’ Pensions return, reconciliation reports and auditing data requirements

**Deliverable 2: Conversion to academy status  
(Lead: Hoople)**

There is an associated charge when a school converts to an academy. The charge will depend upon a number of variables and will be confirmed to each school prior to conversion.

Customer responsibilities:	Hoople responsibilities:
To give 3 months’ notice of requirement to change status	Advice on how to register as an employer with HRMC
Provide new DfE number, bank details and logo	Registered to act as an agent with HRMC on behalf of the academy
Approve contract of employment and letter templates	Setting up of academy specific grading/pay structure
Provide local changes, pay uplifts and budgetary changes in compliance with any legislative changes/updates to policies and procedures	Accurate conversion to academy client status within integrated HR/Payroll system
	Provide new payslip template

## 3. 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 0LE (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

- 1.1. In this Agreement unless otherwise specified:
  - 1.1.1. 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
  - 1.1.2. 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 seven days after the order is placed (the 'Effective Date') and shall terminate automatically without notice at the end of the SLA period
  - 2.1.1. The Service Provider commits to implementing a 'cooling off' period of seven 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. Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if:
  - 2.2.1. The other party commits any material breach of the terms of this Agreement;
  - 2.2.2. 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
  - 2.2.3. 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
- 2.3. 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.

#### 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 2018. 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 2017/18, 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 services relating to pupil numbers has been calculated based on the number of pupils at each Establishment as at October 2018. Included in the calculation are sixth form and nursery pupil numbers, where applicable
- 3.1.5. 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 Establishment, 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 Establishment or any nominee or assignee of the Establishment.

#### **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 30 days of the date of invoice. Failure to pay may result in additional penalties.

#### **6. Confidentiality and security**

- 6.1. 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.
- 6.2. 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. The General Data Protection Regulation

- 7.1. In the course of delivery of the services outlined within the dedicated Hoople Schools portal, it may be necessary for the Service Provider to process personal information relating to the Establishment. The Service Provider guarantees that it will implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the General Data Protection Regulation ('GDPR') and ensure the protection of the rights of the data subject.
- 7.2. In order to provide the services under this agreement, it may be necessary to process personal data. The type of personal data which we may process includes employment and financial information. We will only process personal data for the purpose of providing the services requested and we will only process this information during the term of this agreement. The data subjects whose personal information it may be necessary to process includes school staff responsible for complying with the obligations under this agreement, staff members, governors, parents, pupils and other persons who may come into contact with the school from time to time.
- 7.3. The personal data processed for the delivery of the services will be retained by the Service Provider only for the period specified in the Establishment's data retention policy.
- 7.4. In providing the services, the Service Provider will process personal data only on written instructions from the Establishment, including with regard to transfers of personal data to a third country or an international organisation unless the processing is required to comply with a legal obligation. If such a legal obligation arises, the Service Provider will notify the Establishment before processing unless prohibited from doing so by law.
- 7.5. The Service Provider will ensure that persons authorised to process the personal data have committed themselves to confidentiality.
- 7.6. The Service Provider will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the personal data being processed.
- 7.7. The Service Provider will not engage another processor without the authorisation of the Establishment. Where such authorisation is given by the Establishment, the Service Provider will enter into a contract with the sub-processor imposing the same processing obligations as required between the Service Provider and the Establishment.
- 7.8. The Service Provider will assist the Establishment, to the extent required by the GDPR, in providing subject access and allowing data subjects to exercise their legal rights under the GDPR.
- 7.9. The Service Provider will assist the Establishment, to the extent required by the GDPR, in ensuring compliance with its obligations in relation to security of processing, the notification of personal data breaches and data protection impact assessments.
- 7.10. At the conclusion of the services provided under this agreement, the Service Provider will either delete or return all of the personal data to the Establishment relating to processing, and delete existing copies unless storage of the personal data is required by law.
- 7.11. The Service Provider will make available to the Establishment all information necessary to demonstrate compliance with the processing obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Establishment or another auditor mandated by the Establishment.
- 7.12. The Service Provider shall immediately inform the Establishment if, in its opinion, an instruction infringes this GDPR or other data protection laws.

- 7.13. Service Provider point of contact for GDPR: Adrienne Davis (Business Change Manager) Contact details: data.protection@hoopleltd.co.uk

## 8. Miscellaneous

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this Agreement.
- 8.5. 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.