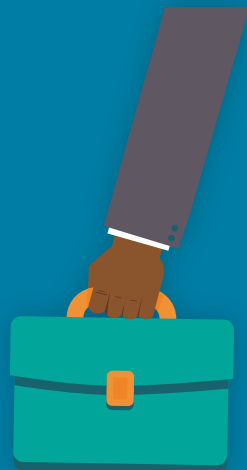
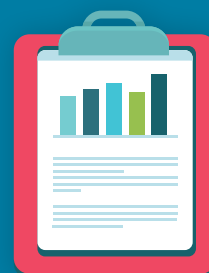
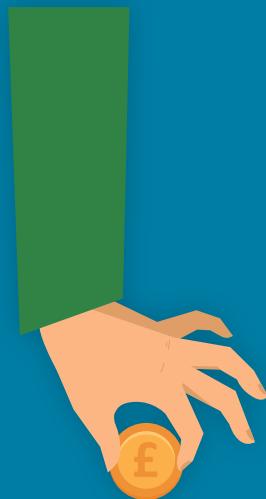


# Financial Services – Schools

## Service Level Agreement

2021-22



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# 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 of the 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 are 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 our service teams.

### Quality improvement programme

Hoople provides and improves services by listening and working with customers to meet their needs as cost-effectively as possible. Hoople welcomes constructive comments on its services as part of its continuous improvement programme.

## 1.3. Points of contact

The main points of contact for Financial Services is:

**School Finance team** - [school.finance@hoopleltd.co.uk](mailto:school.finance@hoopleltd.co.uk) - 01432 261 580

**Payments team** - [payments@hoopleltd.co.uk](mailto:payments@hoopleltd.co.uk) - 01432 260 271

**Free School Meals, Sonia Lowther** – [sonia.lowther@hoopleltd.co.uk](mailto:sonia.lowther@hoopleltd.co.uk) - 01432 261 505

## 1.4. Service categories and operating principles

Hoople Finance and Schools are working together to deliver a cost-effective, efficient and appropriate financial 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. Service categories

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

- **Transactional services** – processing of invoices, consolidation of billing arrangements, HMRC compliance, stopped cheques, BACS, supplier queries, emergency payments, support and advice.
- **School financial support including budget planning** – at basic, standard and enhanced levels, information and advice throughout the financial year, process of CFR return to DFE, annual budget check/review, budget planning (including training and assistance with the HCSS school budgeting software) and redundancy planning. Basic includes telephone and e-mail support only, standard includes one visit per term and enhanced includes 2 visits per term.

- **Free School Meals** – processing of free school meal applications daily, issuing confirmation of eligibility, providing entitlement lists online which are updated in real time, undertaking customer contact initiatives to maximize take up, providing direct query line for schools.

#### 1.6. 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
- Compliance with all legislation, statutory regulations and financial procedures

#### 1.7. 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 Financial Services provided by Hoople
- Ensure that charges for services are paid within 30 days
- Inform Hoople of any risks which may impact on service delivery

#### 1.8. 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

## 2. Financial Services Service Level Agreement

### 2.1. Transactional financial services – creditor payments

#### 2.1.1. Professionally delivered transactional Financial Services – efficient and accurate financial services for the customer

**Deliverable 1: Timely and accurate processing of creditor payments. Compliance with HMRC, standing orders and financial regulations**

Customer responsibilities:	Hoople responsibilities:
Authorisation of payments promptly	Register, scan and action payments on goods receipt/relevant authorisations
Reduce the number of paper-based invoices	Process invoices within 28 days
If using Business World, approve orders and receipt goods when received	High level of accuracy in processing payments
Ensure that invoices are with Hoople Payments within ten days of date of invoice	Make payments to suppliers and send remittances, with compliance to various deadlines set out
Paperwork for new supplier requests is accurate and precedes invoices for payment	Compliance with HMRC - VAT/CIS etc regulations for deductions
Ensure payments to individuals comply with HMRC regulations regarding deductions	Training to ensure accurate use of the system and processes
Use automated spreadsheet for petty cash reimbursement	Maintenance of the Supplier Master File
Setting up of their supplier if they are a Business World user	
Responsible for persons that may come under IR35 regulations at first point of supply (off Payroll works). Payments can provide an advisory service with links to HMRC.	

## 2.2. Professional financial advice and support service

### 2.2.1. Full financial support service

#### Deliverable 1: Basic financial support

- Provide a telephone and email helpline to heads and finance support staff in respect of general finance queries
- Produce and issue newsletters whenever important finance-related issues arise
- Advise the school in how to use HCSS to provide annual salary projections for teaching, support and admin staff during the financial year.
- Review and discuss, with heads, bursars and finance support staff completed annual budgets prior to their submission to the Local Authority. This review to take place at Hoople Offices and not to exceed two hours in duration. Follow up amendments will be chargeable (Basic support only)
- Produce the annual CFR return and ensure its timely submission to Central Government

Customer responsibilities:	Hoople responsibilities:
Ensure queries raised are clear and unambiguous	Provide appropriate information and advice in a timely manner
Keep the HCSS budget model up to date with staff changes throughout the year	Ensure any information given is accurate, clear and unambiguous
Provide budget information in the format outlined by the Finance team	Ensure discussions are meaningful with advice given reflecting current thinking and practices
Respond to the questions posed within the SFVS questionnaire and complete the dashboard	Ensure the return to Central Government is made in a timely manner and reflects the annual income and expenditure recorded in Business World
Provide comprehensive and complete information for budget forecasts and modelling	Ensure funding allocations made in respect of the National School Funding Formula are included and that other income streams are realistic. Ensure expenditure proposed levels are realistic and properly costed
	Support school finance staff to maintain robust financial records and adhere to current financial regulations

#### (Bank account schools only:)

Customer responsibilities:	Hoople responsibilities:
Prompt quarterly return of Statement of Balances, trial balance and copy bank statements	Input to Herefordshire Council ledger quarterly income and expenditure returns to ensure schools' financial data included in Council's year end accounts

**Deliverable 2: Standard and Enhanced financial support**

- (Note: includes all of the basic activities explained in the section above)
- Assist the school’s senior leadership team to develop its annual budget for submission to the Local Authority
- Provide advice in respect of contingency planning and ensure the consequences of following differing courses of action are appreciated and understood
- Assist the school’s senior leadership team to formulate a deficit recovery plan, if necessary
- Help governors, the Headteacher and senior staff to comply with the Schools Finance Value Standard and ensure the proposed actions to remedy any perceived weaknesses are appropriate
- Assist the school’s finance staff to use HCSS for budget monitoring and setting Professional financial advice and support service

Customer responsibilities:	Hoople responsibilities:
Provide information and scenarios that can be seen to support the school’s Development Plan and be able to explain how their implementation will result in raising standards and attainment	One visit per term (Standard)
Provide budget information in the format outlined by the Finance team	Two visits per term (Enhanced)
Respond to the questions posed within the SFVS questionnaire and complete the dashboard	Ensure alternative budget scenarios are realistic and fully costed and that the possible outcomes are fully understood
Provide comprehensive and complete information for budget forecasts and modelling	
Keep the HCSS budget model up to date with staff changes throughout the year	

### 2.3. Free School Meal Administration service

#### 2.3.1. Free School Meal Processing

Deliverable 1: Full Service delivering Free School Meal entitlements

- Provide a telephone and email helpline to school administrators for Free School Meal queries
- Provide updates to schools on any legislation or procedure changes for Free School Meals
- Process all applications received from schools and confirm eligibility status to support pupil premium funding
- Provide entitlement lists via an online service which update in real time to ensure accurate census submissions
- Maximise Free School Meal take up opportunities for potential eligibility
- Hoople will process no more than circ. 8.33% applications a month of the schools total free school meal applications received during the term of the SLA.

Customer responsibilities:	Hoople responsibilities:
Prompt submission of application forms	Processing of application forms within 48 hours
Regular checking of online lists and reconciliation to school records	Clear notification to schools of free School Meal eligibility
Prompt notification of school leavers	Provide clear updates on any Free School Meal changes
Any census discrepancies to be submitted no later than 48 hours prior to census deadlines	Ensure clear and concise response to enquiries
	Undertake six monthly take up initiatives



### 3. Performance monitoring

#### 3.1. Key performance indicators

Key performance Indicators are those indicators which collectively define whether or not important aspects of the service being provided are to the standard required by the customer. These should include only those performance indicators where Hoople can control success or failure in terms of achieving the required target.

#### 3.2. Transactional Finance performance indicators

##### Professionally delivered transactional financial services

Service	Performance measure	Target	Green	Amber	Red
Creditors	Invoices processed within 28 working days of receipt	80%	>79%	70–78%	<70%

##### Financial Services performance indicators

Service	Performance measure	Target	Green	Amber	Red
Financial support	Response time to enquiries: Email: 1 day Telephone: 1 day	1 day	1 day	2–4 days	>5 days

##### Free School Meals applications performance indicators

Service	Performance measure	Target	Green	Amber	Red
Free School Meals application processing	Process application within 48 hours of receiving	48 hours	48 hours	72 hours	>96 hours

## 4. 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 January 2020. 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 2018/19, 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 2019. 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.