

PEOPLE SERVICES



HR Payroll

3 Year SLA

2015—16

Table of contents

Section		Page number
1	Introduction	02
1.1	Purpose of the SLA	02
1.2	Quality Indicators and Performance Reporting	02
1.3	Points of Contact	02
1.4	Service Categories and Operating Principles	03
1.5	Hoople Overall Responsibilities	03
1.6	School Overall Responsibilities	03
1.7	Joint Overall Responsibilities	03
1.8	Off-Boarding Costs	04
2	Human Resources – Payroll Service Level Agreement	05
2.1	Paid employees	05
2.2	Fit for Purpose and Implemented Reward Framework	08
2.3	Academy Schools	08
3	TERMS AND CONDITIONS OF SERVICE	09

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

Lean principles have been adopted as a formal approach and methodology to continuous improvement. To reduce operational costs and improve service quality, the introduction, or innovation and adoption, of consistent processes will be used in all service areas.

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 Payroll are:

Schools HR Manager – Julie Davies

julie.davies@hoopleltd.co.uk

Tel: 01432 260933

Schools' Employee Services Team Leader – Candida Kuegler

candida.kuegler@hoopleltd.co.uk

Tel: 01432 260901

Human Resources – Payroll

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
- > 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 Data Protection Act 1998 (i.e. 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) - £150.00 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 Human Resources – Payroll Service Level Agreement

2.1 Paid employees – paid accurately and on time

Deliverable 1: Salaries and expenses paid accurately and on time/monthly payroll (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> • Provide accurate and up-to-date HR instruction paperwork and all relevant employment forms to Schools Employee Services (at Plough Lane) for processing by 3rd of each month to enable employees to be paid accurately and on time. • Ensure that employee expense claims are received by Schools Employee Services (at Plough Lane) by 10th of each month • Ensure that accurate Sickness Absence Returns (SARS) are completed and returned to Schools Employee Services on a weekly basis • Validation report (employee costs report) to be checked and amendments notified promptly 	<ul style="list-style-type: none"> • 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 • Issue a payslip for all employee salaries processed each month. Monitor the value and identify the cause of payment discrepancies • 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 • Accurately process Sickness Absence Returns (SARs) each month, and highlight any issues regarding accuracy to headteacher • Complete Statutory document and returns: <ul style="list-style-type: none"> • P45 – tax leavers form to employee/ HRMC • P60 – End of year taxable pay document to staff in employment at end of year • P11d – taxable benefits document – employee • P11d – Expenses return to HMRC • PAYE return to HMRC

Deliverable 2: Additional Headcount – permanent, temporary and casual staff (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> Provide accurate and up-to-date HR instruction paperwork and all relevant employment forms to Schools Employee Services (at Plough Lane) for processing by 3rd of each month to enable employees to be paid accurately and on time 	<ul style="list-style-type: none"> 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) Make accurate payments to employees, including making correct statutory and voluntary deductions every month Issue a payslip for all employee salaries processed each month. Monitor the value and identify the cause of payment discrepancies Maintain all pay records in accordance with legal and audit obligations and ensure security of such records Schools will have the flexibility to increase the agreed headcount (as at 1st April 2015) by a tolerance of 5%. For any further increase, Hoople reserves the right to charge for each additional new start at the SLA payslip rate

Deliverable 3: Overpayment of salary (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> Provide relevant paperwork by 3rd of every month to Schools Employee Services Liability for overpayments rests with School Provide written confirmation if an overpayment is not to be recovered 	<ul style="list-style-type: none"> Calculate any overpayment for leavers and communicate directly with individual All efforts will be made to recover monies, including legal action

Deliverable 4: Underpayment of salary (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> Notify Schools Employee Services of underpayment and request advance to be made 	<ul style="list-style-type: none"> Underpayment due to Schools Employee Services' error, cheque advance will be issued if amount greater than £50 Underpayment due to school error including late notification, cheque advance will be issued at a cost of £40

Deliverable 5: Provision of a professionally managed pensions service (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> • Submit accurate pension documentation and ensure that Hoople is fully informed of any legislative or policy changes that impact on service provision • Provide the required notice and submit accurate pension documentation within the stipulated timescales • Contact Hoople immediately in the event of death in service • Pension auto-enrolment activity and service 	<ul style="list-style-type: none"> • Process retirement applications within 10 working days • Complete and process annual pension returns for LPGS and Teachers Pension, including payroll statutory returns, accurately and on time

Deliverable 6: Administered salary sacrifice schemes (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> • Underwrite the all salary sacrifice schemes and take responsibility for any related policy/ notification of change in levels of service • All employees will submit relevant paperwork by 10th of the month 	<ul style="list-style-type: none"> • Schools Employee Services team will administer all salary sacrifice schemes including: <ul style="list-style-type: none"> • Childcare voucher scheme • Cycle to Work

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
<ul style="list-style-type: none"> Observe changes to national pay and conditions within employee terms and conditions Gain approval for local changes, pay uplifts and budgetary changes in compliance with any legislative changes/updates to policies and procedures Headteachers / Chair of Governors to communicate any relevant changes at school level 	<ul style="list-style-type: none"> Pre-BACS report produced monthly Reports – gross to net, overall costing, recharge and other payments sent via secure transfer (Anycomms+) HMRC Real Time Information (RTI) submitted monthly Responding directly to Academy's auditors in relation to TP return, reconciliation reports and auditing data requirements

2.3 Academy Schools

Deliverable 1: Pre-BACs reports (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> Pre-BACs report checked and authorised every month 	<ul style="list-style-type: none"> Pre-BACS report produced monthly Reports – gross to net, overall costing, recharge and other payments sent via secure transfer (Anycomms+) HMRC Real Time Information (RTI) submitted monthly Responding directly to Academy's auditors in relation to TP return, reconciliation reports and auditing data requirements

Deliverable 2: Cycle Scheme (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> To set up cycle scheme with nominated provider 	<ul style="list-style-type: none"> Administer salary sacrifice deductions accurately

Deliverable 3: Conversion to academy status (Lead: Hoople)

Customer Responsibilities	Hoople Responsibilities
<ul style="list-style-type: none"> To give 3 months' notice of requirement to change status Provide new DfE number, bank details and logo 	<ul style="list-style-type: none"> Advice on how to register as an employer with HRMC Registered to act as an agent with HRMC on behalf of the academy Setting up of academy specific grading/pay structure 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 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 36 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 one hundred and eighty (180) 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. In this instance, following the receipt of written notice of intention to cancel, the Service Provider will provide the Establishment with a schedule of costs associated with the termination of the service by no later than 1 month before termination date.

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 will deliver the service detail and the payment detail as per the Hoople Schools portal at the beginning of the term of this agreement. The Service Provider has undertaken Payment calculation based on the following terms:

- 3.1.1 payment for services relating to employee numbers will be calculated based on the number of employees at each Establishment as at the October of each year of the term. 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 will be based on the number of payment vouchers raised in in the prior scholastic year, within a 10% tolerance level, for each year of the term. 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 will be calculated based on the number of pupils at each Establishment as at the October of each year of the term. Included in the calculation are Sixth Form numbers.
- 3.1.6 Hoople reserves the right to increase the payment for services relating to the Sims by a margin of up to 3% in relation to the Capita element of the fees.
- 3.1.7 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 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 Service Provider undertakes to invoice the Establishment annually for each year of the term.
- 5.3 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.