



Service Level Agreement (SLA)

Umbrella Body Service Reference Check

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between HR Connect EmploymentCheck and Customer for the provisioning of the Umbrella Body Reference Check Service, required to support and sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by HR Connect to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with HR Connect General Terms of Sale (which can be found at www.hrconnect.org.uk).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

2. Purpose

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by HR Connect.

The objectives of this Agreement are to:

Define the service / product that the Customer is purchasing
Provide clear reference to service ownership, accountability, roles and/or responsibilities.
Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: Employment Check, part of HR Connect

Customer: Customer (“Customer”)

HR Connect reserve the right to support this contract through third party sources where appropriate. System operators employed by HR Connect may be changed by from time to time at its discretion.

4. Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by HR Connect as required and communicated to all affected parties through publishing on our website.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service to be provided

The following Services are covered by this Agreement;

Set Up

- Customer provides HR Connect with the names of staff that would like to administer the reference service.
- HR Connect set up administrative access and provide training on how to use the reference system via a training video.
- The training video includes initial user training on creating new references and how to manage applications on the system.
- To maintain a high level of security for your checks the number of administrators for this service is limited to 5.

Your Access Allows

- Customer can set up applications for any individual requiring an online reference request – up to 7 per applicant.
- The system hosts the option to carry out online payments via WorldPay. This will need to be paid by the customer.
- The Customer will receive an electronic notification of completed reference results to the nominated manager.
- The Customer has access to our standard reporting suite (as amended from time to time) for easy analysis of reference checks. HR Connect's standard reporting suite consists of the following reports:
 - Billing Summary Report

6. Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- To maintain complete confidentiality at all times and adhere to the Data Protection Act 2018, as amended.
- If the customer has chosen to use World Pay, their Terms & Conditions can be found here <https://www.worldpay.com/uk/terms-conditions>
- Ensure all applicants for relevant positions or employment are notified in advance of the requirement for a satisfactory reference.
- Not knowingly make a false statement for the purpose of obtaining, or enabling another person to obtain, an employee reference
- Ensure that any applications are created accurately and in full
- To inform us immediately should an admin user account no longer be required.
- To ensure that access to the system is limited to those who require it as part of the recruitment and vetting process.
- To archive reference checks no longer required
- Pay all relevant fees within 30 day of receipt of invoice. If fees are not paid within 30 days, HR Connect reserves the right to withdraw access to the service
- To comply with HR Connect's Umbrella Body Reference Check Procedure as amended from time to time
- Each log-in identifier is specific to the individual trained person. The customer must have

systems in place to ensure identifiers are not made available to any other persons.

7. Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Enable secure access to HRConnect.Employmentcheck.org.uk for up to 5 designated administrative users, allowing you to manage your reference checks online.
- Provide an online training video for your administrators; to ensure they are adequately trained on how to use the reference system, and other responsibilities of using the system.
- Secure hosting for the system in an ISO27001 accredited environment.
- Handle all information provided to us in line with our obligations under the Data Protection Act 2018
- Notify a designated contact of completed reference requests. The contact will be the 'manager' as designated by the administrator when setting up the check.
- HR Connect will endeavour to respond to all queries within 3 working days.
- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

8. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Functionality changes will be documented and communicated to the customer.
- Notice will be provided on planned maintenance

9. Service Performance

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

10. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Telephone support: 8:30 A.M. to 5:00 P.M. Monday – Friday, Excluding bank holidays and HR Connect concessionary days

Email support: Monitored 8:30 A.M. to 5:00 P.M. Monday – Friday, Excluding bank holidays and HR Connect concessionary days

Emails received outside of office hours will be collected and responded to as per the SLA above.

11. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-

related incidents and/or requests submitted by the Customer within the following time frames:

Within 8 hours (during business hours) for issues classified as High priority. Within 48 hours for issues classified as Medium priority.

Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

12. Service Feedback

HR Connect endeavours to make its service the best that it can be at all times.

We therefore encourage and appreciate all FEEDBACK you may wish to present us with, both POSITIVE or Negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing by e-mail to:

info@hrconnect.org.uk

Please cover the following points:

- Your reason for feedback.
- An overview of the feedback and its handling to date.
- Your view on what should happen next.
- The names of any staff involved

When your feedback is received, we will:

- Endeavour to rectify any problems caused within 20 working days.
- Acknowledge your correspondence within 5 working days.

Where we are unable to meet the proposed 20 working day deadline, if for example further investigation is required, we will contact you to inform you of progress of your complaint and agree a completion date with you.

In all instances your feedback will be investigated by a senior member of staff and that person will contact you. We will also ensure that if required additional training and development will be provided to our staff and that lessons are learned from what has happened, to prevent it happening again.

13. General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A

1. **Data Controller: Customer**
2. **Data Processor: HR Connect**
3. **Sub Processor: N/A**

Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller's Data Protection Officer (or representative) are:
[See Order Form]
2. The contact details of the Processor's Data Protection Officer (or representative) are:

Email: DPO@csltd.org.uk
Post: Data Protection Officer, Commercial Services Group, 1 Abbey Wood Road, Kings Hill, West Malling, ME19 4YT
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and HR Connect is the Processor as defined in the Contract.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the service(s) as outlined in the Contract and Service Level Agreement.
Duration of the processing	Processing will take place as for the period defined in the contract.
Nature and purposes of the processing	The purpose of processing is to fulfil HR Connect's obligations in delivering the

	<p>service(s) outlined in the Contract and Service Level Agreement.</p> <p>Data will be input by the Customer's administrators and their clients onto the HR Connect EmploymentCheck system.</p> <p>HR Connect will provide data processing services including:</p> <p>Hosting the HR Connect EmploymentCheck application (via a third- party provider)</p> <p>Application maintenance and development</p> <p>Purging of personal and sensitive data 6 months after a check has been archived by the Customer's admin users or after a check has been automatically archived by the system.</p> <p>Reporting for the purposes of billing for services provided</p> <p>Reporting for the purposes of providing Key Performance</p> <p>Indicator reports for the customer</p> <p>Transfer of data to and receipt of data from online payment service provider for the purposes of online payments (where online payments service used).</p> <p>In order to facilitate the maintenance, development and investigation of system issues, identified HR Connect technical staff may access data stored within the system database to perform tasks in the interests of the Customer for the purposes of:</p> <p>Data analysis and report generation</p> <p>Insertion and alteration of data to facilitate Customer requests</p> <p>Correction of system issues</p> <p>Extraction of data to facilitate Customer requests</p> <p>Research facilitating improvements and enhancements to the system</p> <p>In all cases, only the minimum of data required will be accessed and no data will be altered, inserted, or removed without the express written permission from the Data Controller. All staff accessing the data are trained and vetted in line with HR Connect policy.</p> <p>The HR Connect EmploymentCheck solution uses a SSL certificate for secure</p>
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	<p>transmission of data between client terminals and the dedicated servers which are utilised for no other purpose than for the HR Connect EmploymentCheck system.</p> <p>The system is fully hosted on a dedicated server with an ISO27001 certified datacentre and specific security data related to system access is encrypted at rest via MD5 encryption.</p> <p>Our hosting provider is ISO 9001, 2000 and 27001 certified and are audited on an annual basis by both external independent quality assessors and by Vendor partners and undergo regular penetration testing in line with ISO 27001 compliance. Access to data on the system is tightly controlled and only authorised personnel have access to the minimum data/information required to perform their designated tasks. The database itself is password protected to prevent any unauthorised access.</p>
Type of Personal Data being Processed	<p>Personal data relating to reference check applicants, ID verifiers and system administrative users including:</p> <p>Name and contact details of Applicant Name and contact details of Referee(s) Previous employment and/or educational details</p>
Categories of Data Subject	<p>These will include:</p> <p>Prospective and current employees (and those undertaking work for, or on behalf of the Customer), service users and clients of the Customer</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data</p>

Sub-processors authorised

HR Connect utilise the following Sub-Processor(s):

- UKFast

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.