



Service Level Agreement (SLA)

Access Service

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between HR Connect and the Customer for the provisioning of HR Advisory services, 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: 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 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

We will partner with you to efficiently and effectively resolve your HR issues, our preference where possible is to start resolution as early as possible and on an informal and collaborative basis.

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

Service to be provided

- Unlimited access to our Knowledgebase via the HR Connect portal.
- Regular 'Stay Connected' email newsletters to ensure you're kept up to date with employment law changes.
- Chargeable remote support within core working hours from the HR Advisory team via email/telephone to support with your Employee Relations issues.
- Chargeable remote and in person attendance at formal meetings (held under an HR policy), including hearings and appeals to support the panel making the decision.

We recognise that there will be occasions where our customers require additional support in relation to complex HR matters and are pleased to be able to extend our service provision to accommodate such requests which may include investigations, mediations, job benchmarking for support staff, specialist training courses (for managers, leaders, and governors). Leadership coaching and mentoring, Organisational design projects and bespoke HR Audits; including policy and process reviews.

These services are available via our range of add on packages or can be created for you on a bespoke basis. Full details are available on the HR Connect website.

6. Customer and Service Provider Responsibilities

Customers are expected to reasonably follow professional advice provided. In the event that a customer elects not to follow advice, and this results in the need for additional professional support, resource availability cannot be guaranteed, and customers may be subject to additional charge.

Customers should ensure they have allocated an appropriate internal representative who will have delegated responsibility for managing the case, consulting with HR Advisory for advice / support.

Customer should ensure they provide HR Advisory with relevant documentation to assist us in supporting you to manage your case.

Customers should ensure appropriate adoption, application and compliance with all statutory and non-statutory HR policies and procedures.

Whilst all reasonable endeavours will be made to meet the times set out below, we recognise that on occasions due to the complexity of issues and/or external factors this may not be possible. Where we are unable to meet these times, we will discuss these with the Customer at the earliest convenience and provide an estimated time.

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

General and Specialist HR Advice & Guidance

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		The Customer to provide HR Connect with relevant information regarding the concerns to be discussed, including the decisions, outcomes and management actions already taken. At the point of discussing the matter with us.
X		The Customer to provide HR Connect with a copy of the relevant policy and procedure at the point of the initial discussion above, to ensure advice is in line with Customer's adopted process. Within 2 working days of request made
	X	HR Connect to provide initial response to you (the Customer) on day-to-day employee relations issues as required. Within 3 working days of request made / discussion
	X	HR Connect to provide HR advice and support to you (the Customer) in accordance with agreed policies and procedures. As required
	X	HR Connect to ensure the development and review of appropriate HR Connect policy templates have due regard to legislative requirements.

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
		As required

7. Service Performance

09:00 – 17:00 Monday to Friday, (excluding English Bank Holidays and the concessionary day which is appended to the Christmas Bank Holidays).

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

Measure	Target
Respond to Emails*	Within 3 working days
Customer Satisfaction	80% positive

*Emails received out of office hours will be considered to have been received the following working day.

8. Service Feedback

At HR Connect we are committed to delivering high quality services and we strive to exceed our customers' expectations.

We value our customers' feedback and want you to let us know when we've done something well; where you think we can make an improvement or other services we could offer.

All feedback is taken seriously and provides us with an opportunity to continuously improve all aspects of our services.

In the unlikely event things go wrong and our service does not meet your expectations, we aim to put this right as quickly as possible and use what we've learnt to make operational improvements. We will always try to resolve any concerns without the need for a formal complaint by working with you to find a satisfactory resolution. Where this is not possible and you wish to pursue it further, you can put your feedback in writing by e-mail to:

accountmanagement@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 the progress of the matter raised 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.

9. 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 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 for the period defined in the contract.
Nature and purposes of the processing	<p>The nature of processing will include all operations required in the delivery of the Services. This shall include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is to fulfil the Processor's obligations in delivering the Services in accordance with the Contract.</p> <p>This includes:</p> <ul style="list-style-type: none"> • Meeting statutory obligations • Ensuring policies are adhered to • HR casework • Staff transfers / TUPE • Customer / Customer account management including billing, handling queries and provision of management information as agreed • Review of current practice or services and how they could be improved <p>Information may be obtained from and shared with third parties with whom we liaise in providing the Services (i.e., HMRC / LGPS / Teachers' Pension Scheme / Disclosure and Barring Service / Legal Advisors) or by a representative acting on behalf of the data subject (trade union representative / solicitor), as appropriate.</p> <p>Information may be shared with other parties where a transfer of the business takes place (i.e., TUPE).</p> <p>Information may be shared with law enforcement or other authorities if required by applicable law.</p>
Type of Personal Data being Processed	<p>Personal data relating to the categories of Data Subject below, including:</p> <ul style="list-style-type: none"> • Name • Unique identifiers e.g., employee number • Contact details including email address, phone number, address, and address history • Date and place of birth • Information relating to protected characteristics as defined in the Equality Act 2010 e.g., age, racial or ethnic origin, sex, sexual orientation, marriage and civil partnership,

	<p>pregnancy, and maternity, religious or similar beliefs, disability, gender reassignment</p> <ul style="list-style-type: none"> • Information required for recruitment and vetting processes e.g., job applications / CV, referee contact details, criminal record and certificates of good conduct, ID document details, nationality and immigration status information, licences or permits held including a copy of driving licence (where applicable) • Current and historic employment and/or educational details including training, academic and professional qualifications and registrations, details of any conduct, grievance, disciplinary or performance issues, reviews and appraisals, time, and attendance • Health information e.g., occupational health, sickness, and absence records • Continuous service information • Redundancy information • Trade union membership • Financial information including details of salary / benefits, / and National Insurance Number • Details of pension and benefit arrangements • Information relating to use of public social media (in very limited circumstances, to check specific risks for specific functions within the Controller's organisation) – if applicable <p>Survey information from participation in surveys and / or qualitative research</p>
Categories of Data Subject	<p>These will include:</p> <ul style="list-style-type: none"> • Prospective, current, and previous employees (including volunteers, agents, and temporary workers and those undertaking work for, or on behalf of the Controller) • Parents, dependants, and those with legal responsibility for the service users – if applicable • Employees of the Controller's 3rd Party suppliers • Students / pupils – if applicable • Website users •
Specific processing instructions for Sub-Processing	<ul style="list-style-type: none"> • N/A
<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>

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.