



Service Level Agreement (SLA)

Payroll 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 and Payroll 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 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.

The HR Connect Standard Payroll service includes the following key features:

- Access to employee and manager self-service for submitting sickness absence, unpaid absence, contractual changes, terminations, personal changes, expenses, overtime/additional hours.
- Automated occupational and statutory scheme calculations.
- Annual pay award processing.
- Full payment submission (FPS) detailing the employee's pay and deductions for that month.
- Employer payment submission (EPS) detailing the employer's statutory payments.
- Provide BACs and costing reports.
- Payments to third parties.
- Run the BACs process and transmit the BACs payment
- Court orders and attachment to earnings.
- Access to Help Desk

NB: Where self-service processes are in place, instruction from the Customer will normally be automated through self-service and manual processes by exception.

6. Customer and Service Provider Responsibilities

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

Appointment of New Employees

Service	Who	Activity	Target
Payroll Record	Customer	Submit new appointment details, along with P45 or if not available supply new starter declaration information and bank details	By published submission deadline
	HR Connect	Ensure the employee is set up correctly including all statutory deductions, relevant pension scheme enrolment and application of bank details on payroll system and create an electronic file.	By required payroll deadline
	HR Connect	Provide pension provider with details of all new starters and people who are new entrants to LGPS/TPS.	Within 1 month of starting

Service	Who	Activity	Target
	HR Connect	Ensure appropriate liaison with and notification to HMRC.	Each month in accordance with statutory requirements.

Contract changes and amendments to pay

Service	Who	Activity	Target
Contract changes and amendments to pay	Customer	Submit changes for change in hours, job title, end of fixed term contracts, extension of fixed/or temporary contracts via Managers self-service.	By published submission deadline
	Customer/ EMP	Submit personal changes information utilising Employee or Manager self- service.	By published submission deadline
	HR Connect	Correctly process all submissions received.	By next payroll deadline
	HR Connect	Advise the customer when changes are made to an employee's record that may have an impact on pay or deductions, including under or overpayment that arises and produce correspondence for discussion with the employee.	By next payroll deadline. Deductions in following payroll if notified after the payroll submission deadline.

Maintenance of payroll records

Service	Who	Activity	Target
Validation and quality control	HR Connect	Review validation and exception reports and update records as applicable.	Monthly
	HR Connect	Carry out suitable checks on any data input in accordance with best practice auditing of process, including compliance, self-audit and checking. HR Connect shall consider and unless otherwise agreed implement audit recommendations from internal or external audit reports	Monthly

Absence Management

Service	Who	Activity	Target
Sickness absence	EMP	Submits sickness absence of 7 days and under via Employee Self Service for authorisation by the Customer.	Monthly
	Customer	Submit all sickness absences of 8 days and over via Manager Self Service including the end date when the employee returns to work via Manager Self Service. Notify HR Connect of any exceptions to normal sickness absence rules.	Monthly
	HR Connect	Administration of statutory sick pay entitlement and issue of statutory documents i.e. SSP1.	6 weeks before SSP expired
	HR Connect	Produce half/nil report and produce notification letter and send to the Customer for discussion with employee	2 months in advance where dates permit of half/nil pay commencement (subject to HR Connect being notified of absence in advance of reduction)
	HR Connect	Apply conversion of half pay to full pay or extension of pay during sickness in line with the Customer policy and with proper authorisation from the Customer.	By payroll deadline
	Customer	Send letter to employee notifying of half/nil pay. If employee has since returned input return date via Manager Self Service.	By self-service deadline

Payments to and deductions from employees

Service	Who	Activity	Target
Process other payments	Customer	Submit all other payments via Manager self-service, or where they may not be available submit via the portal using the appropriate e-form.	Monthly
	HR Connect	Process all payments to employees in accordance with authorised submissions each month, ensuring accurate and timely payment including expenses.	By payroll deadline
Process other deductions (non-statutory)	Customer	Submit all voluntary deductions on behalf of the employee via the portal using the appropriate e-form.	By published submission deadline
	Customer	Submit all other deductions via the portal using the appropriate e-form.	By published submission deadline
	HR Connect	Correctly process all submissions received.	Monthly by payroll deadline
	HR Connect	Support the annual pay review process in accordance with Customer policy.	By agreed project deadline for each year
	Customer	The Customer to discuss with HR Connect any changes to the Annual Pay Review that will amend the how and what payments need to be processed.	In line with agreed project plan for each year
	Customer	The Customer submits via the Salary Assessment Portal.	By agreed project timeline
	Customer	If outside annual process, the Customer will complete and submit authorised changes in agreed format for processing	By published submission deadline
	Customer	Notify HR Connect of any corrections to be made to pay.	By next available payroll deadline
	HR Connect	Update salary information as per submissions via the Salary Assessment Portal.	By published deadlines in line with pay award timescale
	HR Connect	All payments and operational transactions will be corrected in accordance with authorised submissions received within the published submission deadlines (under/over-payments). In	By next available payroll deadline

Service	Who	Activity	Target
		exceptional circumstances where an underpayment has occurred, where appropriate and available, a corrective payment may be made in advance if the Customer deem the individual to be in financial hardships. Charges will apply for customer error.	

Payroll Administration

Service	Who	Activity	Target
Other leave	Customer	Notification received from the Customer advising of other leave via the portal using the appropriate e-form (e.g. personal leave, jury service, carers leave)	As advised
	HR Connect	Correctly process all submissions received.	By payroll deadline
Unpaid leave	Customer	Submit absence not due to sickness via Managers Self-Service.	By published submission deadline
	HR Connect	Correctly process all submissions received.	By payroll deadline
Maternity/ Paternity/ Shared Parental Leave and Adoption	Customer	Advise HR Connect of maternity/paternity/ adoption/shared parental leave and submit appropriate evidence i.e. MATB1.	As soon as possible
	HR Connect	Produce appropriate information and upload to the portal for the customer to provide to the employee.	Within 20 days from receipt of all relevant information
	HR Connect	Update record and undertake appropriate calculations and ensure application of statutory pay benefits and Customer terms and conditions as applicable and send SMP1 if appropriate.	By relevant payroll deadline
	EMP	Employee notifies the Customer of return to work date.	8 weeks prior to end of maternity leave
	Customer	Notify HR Connect of employees return to work date.	By published submission deadline
	HR Connect	Update record when notified of employees return and send appropriate correspondence in relation to Pension contributions.	By payroll deadline

Service	Who	Activity	Target
	Customer	Customer advises HR Connect whether the employee wish to pay missing pension contributions.	Within 30 days of letter being received from HR Connect
	HR Connect	Update payroll in respect of missing Pension contributions and advise Pension provider.	By next payroll deadline
	Customer	Provide HR Connect with Certificate of Loss of Earnings or Benefit form from the court to be completed for the employee	As soon as possible
	HR Connect	Complete Certificate of Loss of Earnings or Benefit form issued by the court.	10 days from request received
	Customer	Provide HR Connect with jury pay statement issued by the court	By next payroll deadline
	HR Connect	Apply pay deduction for Jury Service	By payroll deadline
	HR Connect	Accurate administration of Court Orders.	By payroll deadline
	Customer	Forward immediately to HR Connect all documents pertaining to HMRC.	As soon as possible
	HR Connect	Update of payroll system in accordance with information received.	By next available payroll deadline
	Customer	Notify HR Connect of any corrections to be made to pay	Within one month of error being identified
	HR Connect	Respond to requests for building society/mortgage information subject to consent from individual to comply with UK GDPR	5 days from receipt

Service	Who	Activity	Target
	HR Connect	Provide information / respond to queries as requested by Pensions provider.	10 days from request received
	HR Connect	Respond to queries from relevant bodies i.e. HMRC	5 days from request received

Leavers

NB: This SLA refers to the requirements of the Kent Pension Fund (LGPS). Other Funds may operate different processes with may vary the SLA.

Service	Who	Activity	Target
Leavers / Redundancy	Customer	Submit end employment through Manager self-service. Provide HR Connect with copy of appropriate letter via the portal (i.e. redundancy)	By published submission deadline
	Customer	Provide HR Connect with the correct final salary for redundancies.	By submission deadline
	HR Connect	Process redundancy payment in last salary if prior to pay day or following pay period if last day of service is after this.	On Pay day or as soon after last day of service
	Customer	Receives completed appropriate pensions forms where applicable, along with any supporting documentation i.e./ birth and/or marriage certificates), validates copies and submits to HR Connect via the portal.	As soon as possible
	HR Connect	Send required information to Kent Pension Fund in line with any retirement due to redundancy.	5 days from full information received
	HR Connect	Where employee is not eligible for retirement, submit leaver information to appropriate pension scheme in line with scheme requirements, where applicable.	In accordance with monthly deadline set by pension provider

Service	Who	Activity	Target
Retirements / Ill Health	Customer	If in the Teachers' Pension Scheme, employee to complete Retirement Application form on Teachers' Pension Portal	4 months ahead of retirement date
	Customer	Submits leaver information via self- service. Provide HR Connect with copy of appropriate letter via the portal	By published submission deadline
	Employee	Submits a request to HR Connect to obtain a pension estimate from pension fund.	Within 1 month of the date of the letter.
	HR Connect	If estimate not been previously requested, request pension estimate from Kent Pension Fund, who will send directly to the employee.	5 days from receipt of request
	Customer	Contacts HR Connect following employee receiving their pension estimate to confirm employee wishes to take immediate payment of their pension benefits.	As soon as possible
	HR Connect	Sends retirement declaration form to the employee for completion.	Within 5 days of receipt of confirmation
	Employee	Completes and sends the retirement declaration form to Customer, along with any supporting documentation i.e./ birth and/or marriage certificates)	As soon as possible
	Customer	Receives completed appropriate pensions forms, along with any supporting documentation i.e./ birth and/or marriage certificates), validates copies and submits to HR Connect via the portal.	As soon as possible
	HR Connect	Prepares and sends the retirement pack to Kent Pension Fund.	5 days from full information received

Service	Who	Activity	Target
Death in Service	Employee	If in the Teachers' Pension Scheme, employee to complete Retirement Application form on Teachers Pension Portal	4 months ahead of retirement date
	Customer	Submits via Manager self- service in the leaving employment area and advise HR Connect of death in service and/or appropriate HR team, providing relevant information.	Upon notification of death
	HR Connect	Contact appropriate Pension provider and forward appropriate correspondence to the customer to provide to the next of kin. For Teachers, submit Form 22A on Teachers' Pensions Portal	Within 2 days from receipt of full and complete information
	HR Connect	For LGPS members, provide all relevant information to the pension provider where applicable, once the next of kin has return appropriate LGPS forms.	Within 2 working days from receipt of full and complete information
	Customer	Submit leaver information via Managers self- service.	By published submission deadline
All leavers	HR Connect	Process termination on Payroll system if not submitted on Manager Self-Service.	By payroll deadline
	HR Connect	Production and make P45's available via employee self-service.	Issued by the end of the month, or within 5 days from last day of service, whichever is later
	HR Connect	Ensure accurate payment after leaving as appropriate, subject to authorisation from the Customer.	Next available pay period
	HR Connect	Send information as required by the Customer's Pension provider for non- retirements	When information received from employee and 1 month from leaving

Correction of errors (under and overpayments) and recovery of overpayments

Service	Who	Activity	Target
Identification & Correction	Employee	Check pay slip and immediately inform the Customer of under/overpayment.	Monthly
	HR Connect	Advise Customer of any overpayment identified.	3 days
	Customer	Immediately notify HR Connect of any overpayment and advise EMP of identification.	Monthly
	Customer	In exceptional circumstances where an underpayment has occurred, a corrective payment may be made in advance. Where due to Customer error a charge will be made in accordance with agreed rates.	In accordance with advance schedule
	HR Connect	Correct under and overpayments in accordance with policy and authorisation from the Customer.	By next payroll deadline
	HR Connect	When notified of overpayment, correct Payroll record and advise the Customer.	Immediately
	HR Connect	Produce letter and breakdown and issue to Customer (if employee has not left) Repayment plan will be added to the record to start recovery.	5 days
	Customer	Discuss and agree with employee repayment schedule in accordance with overpayment policy and notify HR Connect of any proposed changes.	2 days
	HR Connect	If current employee: Recover overpayment in full or start instalment recovery plan in accordance with overpayment policy or where a policy does not exist with agreement from the Customer. If ex-employee: Recover from final salary. If this does not clear the overpayment advise the Customer. contact employee to recover the funds. Following the initial contact with the employee HR Connect will chase once more and will then notify the customer. Any funds that have not been able to be recovered directly from employee are to be referred to the Customer. Any write-off of overpayments are at the discretion of the customer.	By next pay period 2 days

Payroll Control Processes

Service	Who	Activity	Target
Statutory Returns	HR Connect	Completion of all statutory and non- statutory RTI returns (EAS, FPS and EPS) and submission to HMRC via EDI and completion and presentation of year end FPS questions.	In line with statutory deadlines
BACs Processing	HR Connect	Run the BACs process and transmit the BACs file in accordance with agreed schedule.	Within agreed timescales
	Customer	Ensure sufficient funds are available in nominated bank account to fund the BACs transmissions.	Within agreed timescales
	Customer	Inform HR Connect of any changes to the source bank account or BACS user number.	As soon as possible
	Customer	Where applicable, manage the process of recalling both individual and complete BACs transmissions including liaison with BACs, the banks, employees and HR Connect.	As soon as possible
	Customer	Reconcile payments made via BACs to source bank account, where applicable.	Monthly
3rd Party Data	HR Connect	Ensure that information relating to Pensions and other pay related data is submitted within agreed schedule.	Within agreed timescales
Additional Payments	HR Connect	Provide the facility to make payroll payments outside the normal monthly arrangements and run an additional BACS	Within agreed timetable
		in accordance with an agreed schedule, for exceptional circumstances. Provide the Customer with pay information if an individual requires a one-day payment, where applicable.	
	Customer	Once figures received from HR Connect, make one day payment to employee in exceptional circumstance. Provide confirmation this has been done to HR Connect.	1 Day
	HR Connect	Update Payroll record to offset recovery of advance. Apply advance / one day payment recovery to record.	By next pay period
Production of P60s	HR Connect	Annual production and provision of P60s via self-service.	In line with statutory deadlines
	HR Connect	Advise the Customer that P60's are available for viewing via self-service.	In line with statutory deadlines

Service	Who	Activity	Target
Pay Awards and Rate Changes	HR Connect	Ensure pay awards and changes to other rates are applied correctly and accurately.	Within agreed timescales.
Disaster Recovery	HR Connect	Production, updating and where necessary use of an effective and practical payroll disaster recovery/business continuity plan.	From contract go live
BACS SUN Responsibilities	HR Connect	Ensure BACS SUN is applied appropriately to the BACS submission software.	At onboarding
		Test the submission of the BACS file to ensure successful application to the Bureau.	Prior to go live.
		Collect and action monthly advice and notification reports.	Within stated timescales
	Customer	It is the client's responsibility to ensure that a BACS SUN has been applied for and is active.	At onboarding
		It is the client's responsibility to ensure that the total value of payments does not exceed the limit negotiated with the client's Bacs sponsor.	Ongoing
		Files limits are the responsibility of the client and should be managed through their sponsoring bank.	Ongoing
		The client will arrange the cancellation of individual payments by contacting their Bacs sponsor.	By BACS processing day
		If it is necessary to withdraw the whole Bacs file, the client will contact the bureau before 3pm on Input Day.	4 days before payment date
		Inform HR Connect of any changes to the source bank account or BACS user number	Prior to change being made
		The client must collect reports following email notification from the Bacs service.	Within agreed timescales
		Primary Security Contacts (PSC) and Additional Contacts (AC) on the Payments Services Website must be kept up to date and active to ensure collection and investigation of the reports is undertaken.	Ongoing
		PSCs and ACs must be employees of the Service User.	Ongoing

Post Payroll Reporting

Service	Who	Activity	Target
Post payroll reporting	Customer	Maintain correct costing on the payroll system.	Monthly
	HR Connect	Provision of costing and reconciliation reports.	Monthly
	HR Connect	Provide details of any payroll related deduction not automatically processed as a BACs payment as agreed. (This option will only be used if the preferred option cannot be managed by the technology implemented)	Monthly

Processing Schedule

Service	Who	Activity	Target
Payroll schedule	HR Connect	6 months prior to the beginning of each financial year prepare the processing schedule for the payroll for the following financial year.	6 months before start of financial year
	Customer	Liaise with HR Connect to agree any changes to the processing schedule.	By agreed timeline
	HR Connect	Publish agreed processing schedule and share with all relevant parties within the Customer.	By agreed timeline

TUPE Transfers

Service	Who	Activity	Target
TUPE Transfers	Customer	Highlight to HR Connect impending TUPE Transfer (on-boarding or off-boarding).	As soon as possible
	HR Connect	Liaise with the Customer to ensure that all relevant information in respect of the payroll is obtained, and systems and processes are ready for transfers to take place.	When notified by the Customer

Service	Who	Activity	Target
	HR Connect	Ensure payroll system is updated in accordance with information provided. If transferring out terminate record and produce and make P45's available via self-service. If transferring in set up all payroll elements, statutory deductions, pensions (as appropriate) and bank details, ensuring correct pay and deductions.	In accordance with project plan and/or relevant payroll deadline
	HR Connect	Agree timeline and information to be provided to the new employer.	In accordance with project plan

Restructures

Service	Who	Activity	Target
Restructure	Customer	Raise with HR Connect impending plans for restructure.	As soon as possible
	Customer	Supply HR Connect with final employee information.	By agreed project deadline
	HR Connect	Amend Payroll in accordance with information received.	By agreed project deadlines
	HR Connect	Make payments to leavers including redundancy payments	By pay day or following pay period if last day of service is after this
	HR Connect	Prepare and issue leaver documentation to employee, including liaison with Pensions provider.	By end of payroll month

*Depending on volume may be chargeable extra

Pension

Service	Who	Activity	Target
Pension Administration	HR Connect	Pension contributions and management of confirmation regarding auto- enrolment into appropriate scheme. Manage opt-in and opt-out from appropriate pension scheme when notifications received from the customer on behalf of an employee	By pay day (in line with instructions received via submission deadline
	HR Connect	Monthly reconciliation of contributions and payment to appropriate Pension Administrators	By Administrator applied deadline
	HR Connect	Reconciliation and provision of year end cumulative information to Pension Administrator.	Annually by Administrator published deadline
	HR Connect	Identify employees who become eligible to be opted in an appropriate pension scheme. Opt-in and advise Customer.	Monthly by payroll deadline
	Customer	Write to employee confirming they have become eligible and have been opted into the pension scheme.	As soon as possible
	HR Connect	Apply re-enrolment on 3-yearly basis. Inform Customer of eligible job holders and entitled workers	By agreed deadlines
	Customer	Write to employee to confirm they have been re-enrolled.	By agreed deadlines
	HR Connect	Opt-in eligible workers automatically in line with re-enrolment. Opt-in entitled workers by request.	By payroll deadline
	EMP	Provide opt out information to HR Connect if they wish to leave the scheme	By payroll deadline
	HR Connect	Confirm to Customer information / payment has been loaded via the website	By 19th of the following payroll month

Advice and Information

Service	Who	Activity	Target
Provide information	HR Connect	Provide relevant information to Customer as requested	3 working days
		More complex queries will follow an escalation process within the team	5 working days
Advice	HR Connect	Respond to requests for advice that require factual information pertaining to HR Connect issues	3 working days
	HR Connect	Respond to queries from LGPS on current and previously employed staff	20 working days
Subject Access	HR Connect	Respond to requests to Personal information (under GDPR or Freedom of Information Act)	Response provided within agreed timescales to ensure achievement of statutory requirement
Legislation changes	HR Connect	Advise Customer on legislative changes and possible impact on service or organisations	As appropriate

In addition, the Customer is responsible for the submission of accurate and correctly authorised information in accordance with the published payroll deadlines. All information should be submitted by the Customer via the HR Connect Customer Portal (E-Forms) or via Manager/Employee Self Service.

7. Service Assumptions

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

Interim Salary Payments

Where requests for payments outside of the normal monthly payroll run are received, HR Connect will agree to process those advance payments where the error has occurred due to an HR Connect administrative error.

For any requests received from the Customer, HR Connect reserve the right to charge (this will be notified at the point of request and will be in line with our charging schedule). We also reserve the right to apply a charge where a request is made to provide a net pay figure where the customer will make payment directly to the employee.

Changes to services will be communicated and documented to all stakeholders.

8. 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 English Bank Holidays and a concessionary day which is appended to the Christmas Bank Holidays)

Portal support: Monitored 8.30 A.M. to 5:00 P.M. Monday – Friday
Enquiries received outside of office hours will be collected, however no action can be guaranteed until the next working day.

9. Service Performance

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

Measure	Target
Respond to portal enquiries	Within 5 working days
Resolve calls at first contact	90% of all calls
Customer Satisfaction	92% and above positive

10. 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.

11. Finance Manager and Manager Self-Service Training

Finance Manager and Manager Self Service training for administrators or approvers is available for new users of the system/s or as refresher sessions for existing staff.

The training has been designed to provide attendees with the opportunity to experience a 'hands on' practice session for the most frequently used transactions on Finance Manager, Manager Self-Service, and the Portal.

The sessions below are available as an optional additional service:

Self-service starters, changes, and leavers transactions: Half day

- New hires
- Additional assignments
- Assignment changes
- Allowances and deductions
- Absences
- Use of Finance Manager (e.g. standard reports)
- End assignments
- Terminations
- How to submit an enquiry through the Portal and manage cases.
- Submitting an e-form through the portal.

To find out more information please contact the HR Connect Help Desk.

12. 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 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

	<p>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 • Employment processing • Payroll and pensions administration • HR casework • Staff transfers / TUPE • Customer / client account management including billing, handling helpdesk 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, pregnancy and maternity, religious or similar beliefs, disability, gender reassignment • Information required for recruitment and vetting processes e.g. job applications / CV, referee contact

	<p>details, criminal record and certificates of good conduct, ID document details, nationality and immigration status information, licenses or permits held including a copy of driving license (where applicable).</p> <ul style="list-style-type: none"> • 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, bank details, tax information, student loan status, statutory third-party payments e.g. court orders / attachment of earnings orders or voluntary payments and National Insurance Number • Details of pension and benefit arrangements including all information necessary to implement and administer these • Details of spouse / partner and dependents • Emergency contact information • 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. • Survey information from • participation in surveys and / or qualitative research
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, dependents and those with legal responsibility for the service users – if applicable • Employees of the Controller's 3rd Party suppliers • Students / pupils – if applicable <p>Website users</p>

Specific processing instructions for Sub-Processing	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	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

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.

Summary of optional chargeable services	
Service description	Service charge
Ad hoc pay interim payment (processed as a one-off occurrence and not for all late notifications as standard) of 60% or 65% of gross pay where an underpayment has happened as the result of an error or late submission originating from the customer	£30.00 +VAT per payment
Early net overpayment calculation and breakdown	£50.00 +VAT per calculation
End of Year adjustments where the under/over payment occurred as the result of an error or late submission originating from the customer	£60.00 +VAT per EOY adjustment
End of Year Adjustments where the under/overpayment occurred as the result of an error or late submission originating from the customer.	£60 per EOY adjustment
Any changes to terms and conditions will need to be formally submitted to HR Connect to undertake a requirement review to determine if the request can be accommodated and may result in an additional charge. Each request will be assessed on a case by case basis	To be agreed on a case by case basis
Finance Manager, Managers Self-Service, and Portal training: Sessions are run for a full as detailed in the optional chargeable services section.	£50 per attendee: Half day
Monthly pensions report and returns will be additional.	To be agreed on a case by case basis.
Early termination fee: If you stop receiving a service within the first twelve months you will have to pay an early termination charge. The fee will depend on how much of your minimum term is left to run; and the period you have already been billed for.	To be agreed on a case by case basis
Additional year end summary report, days lost due to absence, costing analysis reports, headcount totals etc will all be additional.	To be agreed on a case by case basis.
Administration fee for provision of additional exit reports on all terminations of service. Any changes to the original termination date received after the deadline may result in additional charges.	£272 + VAT To be agreed on a case by case basis