

UNIT 4 BUSINESS WORLD - SCHOOLS

Service Level Agreement

2024-25



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1. Introduction

1.1. Purpose of the SLA

The SLA is part of the overall contractual and operational documentation and is intended to set out each of the party's service delivery obligations. The SLA has been designed to set out the outputs desired from all parties to the Agreement, setting out who is the Lead Party (the party responsible for making sure that the output is achieved) and what each of the respective parties are expected to input in order to achieve the required.

1.2. Points of Contact

The main point of contact for Business World support is: businessworld@hoopleltd.co.uk.
Alternatively, please contact the ICT Service Desk at ictservicedesk@hoopleltd.co.uk or telephone 01432 261500.

2. Breakdown of Business World Services

Deliverable 1: Access to Unit 4 Business World Self Service

- Real time financial reporting via a suite of reports.
- Access to post journals within own cost centres (budgets and general ledger adjustments).
- Purchase to pay functionality – electronic ordering and approval together with automatic invoice matching enabling faster payment and viewable invoice images.
- Sales to cash functionality – ability to electronically request sales invoices.
- Helping to resolve all Business World finance enquiries.
- Creation of new users and training/support.

Customer responsibilities

- Use Business World as trained, following best practice as advised.
- Raise purchase orders before requesting goods or services to ensure efficient scanning of invoices.
- Minimise substitution of invoices authorised by payment vouchers.
- Ensure authorised signatory limits align with Business World approval levels to gain maximum benefit from electronic approval.

Hoople responsibilities

- Arrange access and provide set up and on-going training as required (one off set-up costs apply).
- Provide support via ICT Support desk and Business Support email.
- Provide appropriate information and advice in a timely manner.
- Ensure any information given is accurate, clear and unambiguous.
- Share new best practice as it develops to ensure best use of the system.

3. Terms and Conditions of Service

THIS AGREEMENT is between the education institution and Hoople Ltd (Reg. No.7556595) of Plough Lane, Hereford, HR4 0Le (the 'Service Provider').

WHEREAS:

The Establishment desires to obtain the services of the Service Provider for the purpose of providing certain services upon the terms and conditions set out in this agreement,

IT IS AGREED as follows:

1. Interpretation

1.1. In this Agreement unless otherwise specified:

- 1.1.1. Where context permits, words implementing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.
- 1.1.2. References to Clauses and Orders Placed with the dedicated Hoople School Buying Portal are to clauses of, and schedules to, this Agreement.

2. Term and Termination

2.1. This Agreement shall commence seven days after the order is placed (the 'Effective Date') and shall terminate automatically without notice at the end of the SLA period.

2.1.1. The Service Provider commits to implementing a 'cooling off' period of seven days between the date the order is placed, and the Effective Date during which time the Establishment may delete or amend the order.

2.2. Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if;

- 2.2.1. The other party commits any material breach of the terms of this Agreement;
- 2.2.2. An order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding up of the other party; or
- 2.2.3. A receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.

2.3. Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of this Agreement committed prior to termination, which shall become unaffected.

3. Obligations of the Service Provider

3.1. The Service Provider undertakes to provide the services as set out outline 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 Services Provider has undertaken Payment calculation based on the following terms:

- 3.1.1. Payment for services relating to employee numbers has been calculated based on the number of employees at each Establishment as at January 2024, included in the calculation is a 5% tolerance, if employee numbers rise above this 5% tolerance Hoople reserves the right to charge incremental fees.
 - 3.1.2. Payment for the Payments management service has been based on the number of payment vouchers raised in 2022/23, within a 10% tolerance level. The Service Provider reserves the right to increase pricing if volumes increase by more than states tolerance level.
 - 3.1.3. Should the Establishment request an additional service during the duration of the term, the Service Provider reserves the right to charge the full, annual cost of the requested service.
 - 3.1.4. Payment for services relating to pupil numbers has been calculated based on the number of pupils at each Establishment as at October 2023. Included in the calculation are sixth form and nursery pupil numbers, where applicable.
 - 3.1.5. The Service Provider will provide digital order confirmation of the services ordered and associated feed 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 the 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, 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 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 to produce to the Establishment a copy of the said insurance policy, and a receipt for the payment for 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 the provisions of this clause 3.5.
- 3.6. The Service Provider shall promptly provide to the Establishment written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.
- 3.7. All communications and all information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation, or advice given to the Establishment by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party, or published without prior written consent of the Establishment, such as 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, 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 a reimbursement will be made by the Establishment in accordance with relevant standard Establishment procedure as from time to time established and notified to the Service Provider.
- 5.2. The Establishment shall pay the Service Provider's invoices within 21 days of the date of invoice. Failure to pay may result in additional penalties.

6. Confidentiality and Security

- 6.1. Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance here of, 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 the strictest confidence, not to make use thereof other than for the performance of this Agreement. To release it to only employees requiring such information and not to release or disclose it to any other party.
- 6.2. Each party agrees that in the event that confidential information which is the responsibility of either party is accidentally released to either party to the other, each party undertakes to inform the other upon discovery, to keep the information strictly confidential, and to return or destroy the information immediately without copying or onward transmitting that information.

7. The General Data Protection Regulations

- 7.1. In the course of delivery of the services outlines within the dedicated Hoople Schools portal, it may be necessary for the Service Provider to process personal information relating to the Establishment. The Service Provider guarantees that it will implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the General Data Protection Regulation ('GDPR') and ensure the protection of the rights of the data subject.
- 7.2. In order to provide the services under this agreement, it may be necessary to process personal data. The type of personal data which we may process includes employment and financial information. We will only process personal data for the purpose of providing the services requested and we will only process this information during the term of this Agreement. The data subjects whose personal information it may be necessary to process includes school staff responsible for complying with the obligations under this Agreement, staff members, governors, parents, pupils, and other persons who may come into contact with the school from time to time.

- 7.3. The personal data processed for the delivery of the services will be retained by the Service Provider only for the period specified in the Establishment's data retention policy.
- 7.4. In providing the services, the Service Provider will process personal data only on written instructions from the Establishment, including in regard to transfers to personal data to a third country or an international organisation unless the processing is required to comply with a legal obligation. If such a legal obligation arises, the Service Provider will notify the Establishment before processing unless prohibited from doing so by law.
- 7.5. The Service Provider will ensure that persons authorised to process the personal data have committed themselves to confidentiality.
- 7.6. The Service Provider will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the personal data being processed.
- 7.7. The Service Provider will not engage another processor without the authorisation of the Establishment. Where such authorisation is given by the Establishment, the Service Provider will enter into a contract with the sub-processor imposing the same processing obligations as required between the Service Provider and the Establishment.
- 7.8. The Service Provider will assist the Establishment, to the extent required by the GDPR, in providing subject access in allowing data subjects their legal rights under the GDPR.
- 7.9. The Service Provider will assist the Establishment, to the extent required by the GDPR, in ensuring compliance with its obligations in relation to security of processing, the notification of personal data breaches and data protection impact assessments.
- 7.10. At the conclusion of the services provided under this agreement, the Service Provider will either delete or return all of the personal data to the Establishment relating to processing, and delete existing copies unless storage of the personal data is required by law.
- 7.11. The Service Provider will make available to the Establishment all information necessary to demonstrate compliance with the processing obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Establishment or another auditor mandated by the Establishment.
- 7.12. The Service Provider shall immediately the Establishment if, in it's opinion an instruction infringes this GDPR or other data protection laws.
- 7.13. Service Provider point of contact for GDPR: Helen Worth (Information Governance Manager).
Contact details: data.protection@hoopleltd.co.uk

8. Miscellaneous

- 8.1. For the avoidance of doubt both parties confirm that the Service Provider enters into this agreement as an independent contractor and he is not nor shall for any purpose be regarded as an employee of the Establishment.
- 8.2. Force Majeure – Neither party shall be liable to the other for any failure to perform it's obligations under the contract where such performance is rendered impossible by circumstances beyond it's control, but nothing in this condition shall limit the obligations of the contractor to use it's best endeavours to fulfil it's obligations under the contract.

- 8.3. Except as otherwise provided in this Agreement, all notices, instructions, or other communications shall be in writing and may be made by email, facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party as it's address.
- 8.4. The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this Agreement.
- 8.5. The terms of this Agreement shall be governed by and construed in accordance with English law and be subject to the non-exclusive jurisdiction of the English Courts.