

SCHOOLS' MIS (MANAGEMENT INFORMATION SYSTEMS)

Service Level Agreement

2026-27



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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 output.

Our commitment to you

Hoople's Information technology Service is committed to achieving continuous service improvement and business excellence. We want to ensure that our clients receive the highest level of service possible and that this is delivered economically, efficiently and effectively. The primary aims of the service are:

- To work with the client to develop/ implement IT solutions to help meet their objectives.
- To identify new IT opportunities and provide technical expertise to enable the client to improve efficiency whilst reducing operational costs.
- To provide a secure, stable and robust environment, which enables the client to utilise existing software applications with the maximum return.

Our service will be based on the ITIL standard (Information Technology Infrastructure Library) and will focus on aligning technology with the needs of your business. ITIL is an industry standard that provides a cohesive set of 'best practice IT management' from the public and private sector.

Service objectives are to provide:

- IT strategic leadership to help clients achieve continuous service improvement within their business.
- A service that is fit for purpose for a diverse range of users.
- A robust infrastructure platform.
- Timely and professional resolutions to incidents and service requests.

1.2. Point of Contact

The main point of contact for MIS, SMS, FMS, Arbor Education and Bromcom :

IT Schools' Support team

ictmissupport@hoopleltd.co.uk (tel: 01432 261500)

1.3. 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 client expectations is a core aspiration for Hoople.

Primary elements of service quality include: reliability, understanding of client issues, empathy and responsiveness.

Continuous improvement programme:

- A continuous improvement programme (CIP) has been implemented to promote customer focus and service. This includes:
- Listening to our clients' feedback so that continuous improvement is actioned.
- Where necessary, we will review and amend processes to improve service delivery.
- Sharing best practice and innovation.

1.4. Hoople Overall Responsibilities

- Discharging the services and standards listed in the SLAs.
- Achieving the agreed key performance measures.
- 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.
- Annual client consultation as part of a continuous improvement programme.
- Notify customer of any problems in connection with the provision of service.
- Provide agreed performance indicator reports to agreed timescales.
- Respond promptly to information requests from the client, including statutory and regulatory access to information requests, for example to meet statutory timescales.
- Observe the agreements on intellectual property.
- Delivering all service, programme and project assurance requirements as agreed with the client.
- Maintain the agreed hours of operation which are:
- Schools' Support team – Monday to Thursday 08:00 – 17:00 and Friday 08:00 – 16:30, plus agreed out of hours support, where arranged.
- Service Desk – Monday to Friday 08:00 – 17:30, plus agreed out of hours support, where arranged.
- Compliance with all legislation, statutory regulations and clients' financial procedures, procurement policy and operating policies.
- Compliance with the clients' Information Security Management System Policy and Statement of Applicability to deliver ISO27001 certified services.

1.5. School Overall Responsibilities

- Treat the contents of this agreement as confidential, commercially sensitive, unless agreed with Hoople.
- Co-operate with all reasonable demands for access to IT facilities within the school grounds.
- Comply with the terms of any corporate licence agreement relevant to the delivery of services under this agreement.
- Provide information reasonably requested by Hoople to agreed timescales.
- Ensure that all customers' staff are fully informed and adhere to all policies affecting the services provided by Hoople.
- Ensure that charges for services are paid promptly and in accordance with our credit terms of 30 days.
- Inform Hoople of any risks which may impact service delivery.
- Pay all agreed third party supplier costs, not included in the costs of this SLA, within 30 days.
- Register held or processed by Hoople under the provisions of the General Data Protection Regulation 2018 (e.g. as a bureau service) under the customers' registration.

1.6. 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.

2. Breakdown of ESS MIS Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

2.1. MIS Application Support – Essential service

Deliverable 1: Dedicated support from the Schools' Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools' Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS software for the financial year 2026/27	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Provide staff with opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.

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Customer responsibilities	Hoople responsibilities
<p>Consent to the use of administrator level remote access to the schools' network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the MIS application.</p>	<p>Provide information about and demonstrations of new software.</p> <p>Supply of upgrades to MIS software.</p> <p>Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).</p>
<p>Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.</p>	<p>Demonstrations, training and onsite support for all statutory processes to include School Census, Summer Key Stage Data Returns, End of Year administration processes and School Workforce Return. This will take the form of open workshops, onsite training or online training via Microsoft Teams. A training booklet with courses will be issued.</p>
<p>Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.</p>	<p>Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support to be available.</p> <p>This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an onsite visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.</p>

2.2. MIS Application Support – Enhanced Service

Deliverable 1: Dedicated support from the Schools' Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- SLA visits to schools (school to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for MIS pupil assessment and performance from Early Years to KS% including customised mark sheets where required.
- Pupil performance and data analysis using Discover and Assessment Manager (provided the school is using MIS for tracking pupil progress).
- Customised reporting for parents using MIS Assessment Manager or MIS Profiles.
- Ofsted preparation and support.

Deliverable 4: Additional Headcount – permanent, temporary and casual staff (Lead: Hoople)

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS software for the financial year 2026/27.	Telephone Service Desk.
Backup data must be taken on a daily basis.	On-site visits for problem solving where the issue cannot be resolved remotely and is caused by a system defect.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Follow-up testing and problem solving.
	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes. Consultancy for school administration systems.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Consultancy for school administration systems.

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Customer responsibilities	Hoople responsibilities
<p>Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts, and MIS user IDs and passwords.</p>	<p>Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.</p>
<p>Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the MIS application.</p>	<p>Provide new information and demonstrations of new software.</p>
	<p>Supply of upgrades to MIS software.</p>
<p>Consent to the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.</p>	<p>Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).</p>
<p>Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.</p>	<p>Unlimited onsite support sessions.</p>
	<p>Demonstrations, training and onsite support for all statutory processes to include School Census, Summer Key Stage Data Returns, End of Year administration processes and School Workforce Return. This will take the form of open workshops, onsite training or online training via Microsoft Teams. A training booklet with courses will be issued.</p>
	<p>Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support to be available.</p> <p>This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an onsite visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.</p>

2.3. MIS Financial Management (FMS) – An integrated accounting system that enables schools to manage key financial processes

Deliverable 1: MiS Financial Management System (ICAEW accredited) enables schools to manage all their key financial processes with an integrated double-entry accounting system.

The system will provide:

- A comprehensive picture of your school's finances.
- Ensures your school's funding and resources are out to the best possible use.
- Gathers information on staff contracts, payroll, purchases, payments received and assets held at any time.
- Easily generates reports to help monitor day-to-day spending Enhanced IT needs.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MiS software for the financial year 2026/27..	Telephone Service desk.
Ensure that the school is licensed to operate the MiS application for the period of this SLA.	On-site visits for problem solving experienced FMS users.
Ensure that all upgrades forwarded to the school by Education Software Solutions are carried out within a reasonable time.	On-site visits as part of your SLA for problem solving.
Provide staff with appropriate training. The Schools' Support team is not bale to provide support to users who have not undertaken appropriate training for the relevant application.	Information sheets to assist schools in important processes.
	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Information about and demonstrations of new processes within the software.
	Information about and demonstrations of new processes within the software.
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs ad Administrator accounts and passwords, and MiS user IDs and passwords.	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
	Backup routines where appropriate for supported software and devices.
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the MiS FMS application.	Access to workshops and training courses.

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Customer responsibilities	Hoople responsibilities
Permit remote access (especially important at sites that do not have curriculum support).	
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues.	
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	
Backup data must be taken on a daily basis.	

2.4. **MiS Consultancy – A tailored MIS consultancy service delivered by our dedicated Schools' Support team**

Deliverable 1: A member of the specialised Schools' Support team will work alongside you to provide tailored support according to the brief provided.

Customer responsibilities	Hoople responsibilities
Provide a clear brief of expectations and outcomes for your consultation.	Provide a consultant at the time agreed.
Be available for your consultation at an agreed time.	Work to the agreed brief and outcomes.
Agree the length of consultation time required (sold in segments of 3.5 hours).	

3. Breakdown of Arbor Education Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

3.1. Arbor Education Application Support – Essential Service

Deliverable 1: Dedicated support from the School’s Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools’ Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Provide staff with the opportunity to work with the Schools’ Support team to ensure they have received appropriate, ongoing training for their role.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
Consent for the Schools’ Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
	Liaison with outside bodies as necessary e.g. Arbor Education, QCDA and DfE.
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Customer responsibilities	Hoople responsibilities
<p>Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.</p>	<p>Provide information about and demonstrations of new software.</p>
	<p>Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).</p>
	<p>Demonstrations, training and onsite support for all statutory processes to include School Census, Summer Key Stage Data Returns, End of Year administration processes and School Workforce Return. This will take the form of open workshops, onsite training or online training via Microsoft Teams. A training booklet with courses will be issued.</p>

3.2. Arbor Education Application Support – Enhanced Service

Deliverable 1: Dedicated support from the Schools' team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Decisions include:

- SLA visits to schools (school to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for MIS pupil assessment and performance from Early Years to KS5 including customised mark sheets where required.
- Pupil performance and data analysis using Discover and Assessment Manager (provided the school is using MIS for tracking pupil progress).
- Customised reporting to parents using MIS Assessment Manager or MIS Profiles.
- Ofsted preparation and support.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Consultancy for school administration systems.
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
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Customer responsibilities	Hoople responsibilities
<p>Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data</p>	<p>Liaison with outside bodies as necessary e.g. Arbor Education, QCDA and DfE.</p> <p>Provide information about and demonstrations of new software.</p>
<p>Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.</p>	<p>Unlimited onsite support sessions</p> <p>Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre Software is supported directly by AVCO not IT services).</p>
<p>Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.</p>	<p>Demonstrations, training and onsite support for all statutory processes to include School Census, Summer Key Stage Data Returns, End of Year administration processes and School Workforce Return. This will take the form of open workshops, onsite training or online training via Microsoft Teams. A training booklet with courses will be issued</p>
<p>Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.</p>	

4. Breakdown of Bromcom Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

4.1. Bromcom Application Support – Essential Service

Deliverable 1: Dedicated support from the School’s Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools’ Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Provide staff with the opportunity to work with the Schools’ Support team to ensure they have received appropriate, ongoing training for their role.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
Ensure that all systems have appropriate antivirus software installed that is regularly updated	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
	Liaison with outside bodies as necessary e.g. Bromcom Technology, QCDA and DfE.
	Provide information about and demonstrations of new software.
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Customer responsibilities	Hoople responsibilities
<p>Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.</p>	<p>Supply of upgrades to MIS software.</p>
<p>Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.</p>	<p>Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).</p>
	<p>Demonstrations, training and onsite support for all statutory processes to include School Census, Summer Key Stage Data Returns, End of Year administration processes and School Workforce Return. This will take the form of open workshops, onsite training or online training via Microsoft Teams. A training booklet with courses will be issued.</p>

4.2. Bromcom Application Support – Enhanced Service

Deliverable 1: Dedicated support from the School’s Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- SLA visits to schools (schools to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for MIS pupil assessment and performance from Early Years to KS5 including customised mark sheets where required.
- Pupil performance and data analysis using Discover and Assessment Manager (provided the school is using MIS for tracking pupil progress).
- Customised reporting to parents using MIS Assessment Manager or MIS Profiles.
- Ofsted preparation and support.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	On site visits for problem solving where the issue cannot be resolved remotely and is caused by a system defect.
Provide staff with the opportunity to work with the Schools’ Support team to ensure they have received appropriate, ongoing training for their role.	Follow-up testing and problem solving.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes. Consultancy for school administration systems.
	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
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Customer responsibilities	Hoople responsibilities
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Liaison with outside bodies as necessary e.g. Bromcom Technology, QCDA and DfE.
	Provide information about and demonstrations of new software.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre Software is supported directly by AVCO not IT services).
	Unlimited onsite support sessions.
	Demonstrations, training and onsite support for all statutory processes to include School Census, Summer Key Stage Data Returns, End of Year administration processes and School Workforce Return. This will take the form of open workshops, onsite training or online training via Microsoft Teams. A training booklet with courses will be issued.

4.3. Bromcom Financial Management – An integrated accounting system that enables schools to manage key financial processes

Deliverable 1: Bromcom Financial Management System (ICAEW accredited) enables schools to manage all their key financial management processes with an integrated double-entry accounting system. The system will provide:

- A comprehensive picture of your school's finances.
- Ensures your school's funding and resources are put to the best possible use.
- Gathers information on staff contracts, payroll, purchases, payments received and assets held at any time.
- Easily generates reports to help monitor day-to-day spending Enhanced IT needs.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the MIS software for the financial year 2026/27.	Telephone Service Desk.
Ensure that the school is licensed to operate the MIS application for the period of this SLA.	On-suite visits as part of your SLA for problem solving. Information sheets to assist schools in important processes.
Provide staff with appropriate training. The School's Support team is not able to provide support to users who have not undertaken appropriate training for the relevant application.	Liaison with outside bodies as necessary e.g. Bromcom Technology, QCDA and DfE. Information about and demonstrations of new processes within the software Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	
Consent for the Schools' Support team to transfer data from the school for the purpose of trouble shooting issues.	Backup routines where appropriate for supported software and devices.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Access to workshops and training courses.
Backup data must be taken on a daily basis.	
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5. Terms and Conditions of Service

THIS AGREEMENT is made between the Education Institution (the 'Customer') and Hoople Ltd, a company registered in England and Wales under registration number 7556595, whose registered office is at Auxilium House, Legion Way, Hereford, HR1 1LN (the 'Service Provider').

WHEREAS:

The Customer wishes to obtain services from the Service Provider, and the Service Provider agrees to provide such services on the terms and conditions set out in this Agreement.

These general terms of service (the 'Terms') govern the Customer's use of the Services as set out in any applicable order form (the 'Order Form') i.e. these terms and the scope of work together form a legally binding contract between the Customer and the Service Provider (the 'Agreement'). The Agreement comes into effect on the earlier of (i) the Customer's use of any part of the service, or (ii) the acceptance of the Agreement, whether through an approved order of services on the Hoople Schools Buying Portal, or by communicating acceptance in writing (the 'Effective Date'). These Terms and any Order Form together form a legally binding contract between the Customer and the Service Provider (the 'Agreement'). The Agreement comes into effect on the earlier of: (i) the Customer's use of any part of the Service; or (ii) the acceptance of the Agreement, whether by an Order Form, communicating acceptance in writing or selecting a check box indicating acceptance (the 'Effective Date').

IT IS AGREED as follows:

Definitions

1. In this Agreement unless otherwise specified:

- 1.1. Business Day means a day other than a Saturday, Sunday or public holiday in England.
- 1.2. Contract Year means the defined 12-month period within the total term of an agreement starting on the Effective Date.
- 1.3. Customer means the customer identified in the Order Form.
- 1.4. Customer Data means the data inputted by the Customer, Users or Hoople on the behalf of the Customer for the purpose of using the Service or facilitating the Customer's use of the Service.
- 1.5. Effective Date has the meaning ascribed to it in the above preamble.
- 1.6. Normal Business Hours means 9:00-17:00 local UK time, each Business Day.
- 1.7. Output means the output generated by the Service under the direction of the User.
- 1.8. Service means the service provided by Hoople to the Customer under this Agreement as set out in the Order Form.
- 1.9. Users mean those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Service.
- 1.10. Contract Period means the agreed term of this agreement as set out in an Order Form.

2. Interpretations

In this Agreement, unless the context otherwise requires:

- 2.1. Words in singular include the plural and vice versa; words referring to any gender include all genders.
- 2.2. References to Clauses are to Clauses of this Agreement, and references to 'Order Forms' are to orders issued under this Agreement within the dedicated Hoople School Buying Portal.

3. Term and Termination

- 3.1. The Service This Agreement shall, unless otherwise terminated as provided in this Clause, commence on the Effective Date and shall continue for the agreed Contract Period, this Agreement shall terminate automatically without notice at the end of the Contract Period.
- 3.2. The Service Provider shall allow a 'cooling off' period of seven (7) days from the Effective Date during which time the Customer may cancel the order or request minor amendments, provided that such amendments do not materially change the scope, nature or value of the original order. Any amendments must be agreed in writing by both parties.
- 3.3. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to either party if:
 - 3.3.1. The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such a payment,
 - 3.3.2. The other party commits a material breach of any other term of this Agreement and (if such a breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so,
 - 3.3.3. The other party suspends or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due,
 - 3.3.4. The other part suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business,
 - 3.3.5. The other party's financial position deteriorates so far as to reasonable justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy, or
 - 3.3.6. There is a change of control of the other party (within the meaning of sections 1124 of the Corporation Tax Act 2010).
- 3.4. Termination of this Agreement shall not affect any rights, obligations or liabilities accrued prior to termination, nor any right to claim for breach of this Agreement occurring before termination.
- 3.5. On termination of this Agreement for any reason:
 - 3.5.1. All services provided under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Service;
 - 3.5.2. Hoople may destroy or otherwise dispose of any of the Customer Data in its possession unless Hoople receives, no later than ten (10) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back of the Customer Data. Hoople shall use reasonable commercial endeavours to deliver the back-up of the Customer Data within thirty (30)

days of its receipt of such a written request, provided that the Customer has at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Hoople in returning or disposing of Customer Data.

4. Obligations of the Service Provider

- 4.1. The Service Provider shall use reasonable skill and care in the provision of the Services to the Customer.
- 4.2. The Service Provider's obligations in clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Service by the Customer that are contrary to the Service Provider's instructions. If the Service does not conform with the terms of clause 4.1, the Service Provider will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.
- 4.3. The Service Provider does not warrant that,
 - 4.3.1. The Customer's use of the Service will be uninterrupted or error-free.
 - 4.3.2. The Service and/or the information obtained by the Customer through the Service will meet the Customer's requirements.
- 4.4. The Service Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communication facilities.
- 4.5. The existence of this Agreement shall not prevent the Service Provider from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 4.6. The Service Provider warrants that it has and will maintain all necessary licenses, consents and permissions necessary for the performance of its obligations under the Agreement.
- 4.7. Should the Customer request and the Service Provider agrees to provide services additional to those specified within the Schools Buying Portal and Schedule 1, the fees for those additional services shall be mutually agreed between the parties, but otherwise for all purposes for this Agreement, the additional services shall be deemed to be included within the definition of the Services.
- 4.8. 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 Buying Portal.
- 4.9. The Service Provider shall treat as confidential all communications and information supplied to or obtained by the Service Provider in the course of performing its obligations under this Agreement. This includes any invention, improvement, report, recommendation, or advice provided to the Customer. Such information shall not be disclosed to any third party or published without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

- 4.10. If the Service Provider is unable to personally perform the Services, they shall provide a fully qualified substitute acceptable to the Customer (the 'Substitute'). The Substitute shall be engaged under a subcontract between the Service Provider and the Substitute. The Service Provider's rights and obligations under this Agreement shall remain unaffected, and the Customer shall have no obligation to pay any fees directly to the Substitute.

5. Obligations of the Customer

- 5.1. The Customer shall:
- 5.1.1. All necessary co-operation in relation to this Agreement, and
 - 5.1.2. All necessary access to such information as may be required by the Service Provider to provide the Service, including but not limited to Customer Data.
- 5.2. Without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement,
- 5.3. Carry out all other Customer obligations set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customers provisions of such assistance as agreed by the parties, the Service Provider may adjust any agreed timetable or delivery schedule as reasonably necessary,
- 5.4. Ensure that the Users use the Service in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement,
- 5.5. Obtain and shall maintain all necessary licences, consents, and permissions necessary for the Service Provider, its contractors and agents to perform their obligations under this Agreement,
- 5.6. To be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Service Provider's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 5.7. The Customer shall own all right, title and interest in and to all the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.8. The Customer shall treat as conditional any reports, recommendations, advice, or other information provided by the Service Provider under this Agreement and shall not disclose such information to any third party or publish it without the prior written consent of the Service Provider, which consent shall not be unreasonably withheld.

6. Indemnity

- 6.1. The Service Provider shall defend, indemnify and hold harmless the Customer against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
- 6.1.1. Personal injury or death caused by the proven negligence of the Service Provider in connection with the Services; and
- 6.1.2. Any third-party claim resulting from the Service Provider's breach of applicable law or gross negligence, subject to the limitations set out in this Agreement.
- 6.2. The Customer shall defend, indemnify and hold harmless the Service Provider against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Service (a 'Claim'), provided that:
- 6.2.1. The Customer is given prompt notice of any such claim;
- 6.2.2. The Service Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense, and
- 6.2.3. The Customer is given sole authority to defend or settle the claim.
- 6.3. The total liability of the Service Provider to the Customer under this Agreement (whether in contract, tort, or otherwise) shall not exceed:
- (i) £1,000,000 per incident or series of related incidents, and
 - (ii) £1,000,000 in aggregate during the term of this Agreement.
- 6.4. The Service Provider shall not be liable for:
- (i) Loss of profits, revenue, contracts, or anticipated savings,
 - (ii) Indirect, consequential, exemplary, or incidental damages, or
 - (iii) Claims arising from acts or omissions of third parties, except as expressly provided in this Agreement.
- 6.5. The provisions of this clause shall survive termination of the Agreement.

7. Limitation of Liability

- 7.1. Except as expressly and specifically provided in this Agreement:
- 7.1.1. The Customer assumes sole responsibility for results obtained from the use of the Service by the Customer, and for conclusions drawn from such use. The Service Provider shall have no liability for any damage caused by errors or missions in any Customer Data, information, instructions or scripts provided to the Service Provider by the Customer in connection with the Service, or any actions taken by the Service Provider at the Customer's direction;
- 7.1.2. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law excluded from this agreement, and
- 7.1.3. The Service is provided to the Customer on an 'as is' basis.
- 7.2. Nothing in this Agreement excludes the liability of either party for death or personal injury caused by its negligence; for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

- 7.3. Subject to 6.1 and 6.2 neither party shall have any liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses, loss or corruption of data or information, or any special, indirect or consequential loss, costs, damages, charges or expenses.
- 7.4. The Service Provider's total aggregate liability to the Customer (including in respect of the indemnity at clause 6.3), in respect of all breaches of duty occurring within any Contract Period shall not exceed of the total paid in the Contract Year in which the breaches occurred.
- 7.5. If the Service Provider's breaches committed in more than one Contract Year give rise to a single claim or a series of connected claims, the Service Provider's total liability for those claims shall be limited to the total paid in the Contract Year with the highest spend.
- 7.6. References to liability in this clause include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.7. Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Service Providers Intellectual Property Rights.

8. Intellectual Property Rights

- 8.1. All intellectual property rights in any materials, software, documentation, or other works created exclusively for the Customer while providing the Services under this Agreement ('Foreground IP') shall, upon full payment of all applicable fees, vest in the Customer. The Service Provider shall, at the Customer's reasonable request and expenses, execute all documents and do all acts necessary to give effect to this clause.
- 8.2. All intellectual property rights in any materials, tools, templates, methodologies, software or other works that were developed independently of this Agreement or pre-existed its commencement ('Background IP') shall remain the exclusive property of the Service Provider. The Service Provider grants the Customer a non-exclusive, royalty-free, perpetual licence to use any Background IP that is embedded in or necessary for the use of the Foreground IP, solely for the Customer's internal purposes.
- 8.3. The Service Provider may retain and use any non-confidential general skills, techniques, ideas or know-how acquired during the performance of the Services, provided such use does not breach confidentiality obligations or infringe the Customer's Foreground IP.
- 8.4. Any Foreground IP containing personal data shall be subject to the data protection obligations set out in Clause 10.

9. Expenses and Payment Terms

- 9.1. The Customer 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 Customer. Expenses are to be accounted for, and a reimbursement will be made by the Customer in accordance with relevant standard Customer procedure as from time to time established and notified to the Service Provider.

- 9.2. The Customer shall pay the Service Provider's invoices within 30 days of the date of invoice. Failure to pay may result in additional penalties.

10. The General Data Protection Regulations (UK)

- 10.1. For the purposes of this clause 10, the following definitions have the following meaning:
- (i) Controller, Processes, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures defined in the Data Protection Legislation.
 - (ii) Data Protection Legislation all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
 - (iii) Domestic Law the law of the United Kingdom or a part of the United Kingdom.
 - (iv) UK GDPR has the meaning given to it in section 3 (10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
 - (v) Sub-processor(s) any third party appointed by or on behalf of the Service Provider to Process Personal Data on behalf of the Customer.
- 10.2. Each party shall comply with its respective obligations under the Data Protection Legislation in relation to any Personal Data or processes under or in connection with this Agreement. Personal Data shall only be used as necessary for the proper performance of this Agreement.
- 10.3. The parties have determined that, for the purposes of the Data Protection Legislation, the Service Provider is a processor and the Customer is a Controller of Personal Data to be processed under this Agreement. Schedule 2 sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 10.4. Without prejudice to clause 6.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Service Provider and/or lawful collection of the Personal Data by the Service Provider on behalf of the Customer for the duration and purposes of this Agreement.
- 10.5. Without prejudice to clause 6.2, the Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under this Agreement.
- 10.5.1. Process that Personal Data only on the written instructions of the Customer, unless the Service Provider is required by Domestic Law to otherwise process that Personal Data. Where the Service Provider is relying on Domestic Law as the basis for processing Personal Data, the Service Provider shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Service Provider from notifying the Customer.
 - 10.5.2. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing or accidental loss or destruction or damage and the nature of the data to be protected, having regard to the state of technological development (those measures may include, where appropriate, pseudonymising and encrypting Personal Data).

- 10.5.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 10.5.4. Not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) The Customer or the Service Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) The Data Subject has enforceable rights and effective legal remedies;
 - (iii) The Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) The Service Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
- 10.5.5. Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligation under the Data Protection Legislation with respect to security, breach notifications impact assessments and consultations with supervisory authorities or regulators;
- (i) Notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - (ii) At the written direction of the Customer, delete or return Personal Datae to the Customer on termination of the agreement, unless required by Domestic Law to store such Personal Data, save that the Supplier shall at all times have the right to retina copies of such Personal Date in line with Domestic Law; and
 - (iii) Maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.5.6. The Service Provider shall not engage a Sub-processor to process any Personal Data without the prior written consent of the Customer (not to be unreasonable withheld or delayed). The Service Provider shall:
- (i) Ensure that the terms on which it appoints any Sub-processor comply with Data Protection Legislation and are consistent with the obligations imposed on the Service Provider in this clause 10, and
 - (ii) Remain responsible for the acts and omissions of that Sub-processor as if they were the acts and omissions of the Service Provider.
- 10.5.7. Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. Dispute Resolution

- 11.1. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the parties shall first seek to resolve the matter amicably, through good faith negotiations.
- 11.2. If the dispute cannot be resolved within 30 days of written notice by either party, the matter shall be referred to mediation administered by a mediator appointed by agreement of the parties, or in default, by the Centre for Effective Dispute Resolution (CEDR).
- 11.3. If the dispute is not resolved within 60 days of referral to mediation, either party may commence legal proceedings.
- 11.4. Nothing in this clause shall restrict either party's right to seek injunctive or urgent relief in a court of competent jurisdiction.

12. Miscellaneous

- 12.1. 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 Customer.
- 12.2. 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.
- 12.3. The obligations imposed upon the Service Provider under clauses 4.9 and 8.1 shall survive the expiry or termination of this Agreement.
- 12.4. The laws 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.

Schedule 1 – Fees

The Service Provider has undertaken Payment calculation based on the following terms:

- (i) Payment for services relating to employee numbers has been calculated based on the number of employees at each Customer as at January 2026, included in the calculation is a 5% tolerance, if employee numbers rise above this 5% tolerance Hoople reserves the right of charge incremental fees.
- (ii) Payment for the Payments management service has been based on the number of payment vouchers raised in 2024/2025, within a 10% tolerance level. The Service Provider reserves the right to increase pricing if volumes increase by more than the stated tolerance level.
- (iii) Should the Customer 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.
- (iv) Payment for services relating to pupil numbers has been calculated based on the number of pupils at each Customer as at October 2025. Included in the calculation are sixth form and nursery pupil numbers, where applicable.
- (v) 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.

Schedule 2 – Particulars of Data Processing

The following sets out the details of the Service Provider's processing as a data processor:

- (i) Scope and purpose of processing. The provision of Services to be provided by the Service Provider to the Company under this Agreement, as described above.
- (ii) Nature. Collection, storage and processing of Personal Data to provide Services under this Agreement.
- (iii) Duration of processing. For the duration of the Services.
- (iv) Types of personal data.
 - Personal contact details such as a name, title, addresses, telephone numbers, and personal email.
 - Date of birth.
 - Gender.
 - Next of kin and emergency contact information.
 - National insurance number.
 - Bank account details, payroll records and tax status information.
 - Salary, annual leave, pension and benefits information/
 - Start date.
 - Location of employment or workplace.
 - Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
 - Employment records (including job titles, work history, working hours, training records and professional memberships).
 - Performance information.
 - Disciplinary and grievance information.

We may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation.
 - Trade union membership.
 - Information about your health, including any medical condition, health, sickness records.
 - Information about criminal convictions and offences.
- (v) Categories of data subject. Data subjects such as: School employees and pupils.
 - (vi) Technical and organisational measures. Data will be stored in IT systems covered by Hoople's ISO27001-2022 certification.