

TERMS AND CONDITIONS

1. BACKGROUND AND DEFINITIONS

These Terms and Conditions include:

- General Terms and Conditions - applicable to all Services
- Schedule A Data Protection - applicable to all Services
- Schedule B SAMpeople Payroll - additional terms just for SAMpeople Payroll
- Schedule C SAMpeople Recruit - additional terms just for SAMpeople Recruit Services (formerly FACE-Ed)

Please ensure you read the full Terms and Conditions plus all necessary Schedules.

1.1 The Customer ("you"/"your") (namely the Organisation specified in Your Agreement-Summary of your Services and Your Proposal Summary (previously the Quote/Order Form and Agreement Summary)) wishes to take Licence/Services from Staff Absence Management Ltd, trading as SAMpeople ("SAMpeople"/"we"/"our"/"us") to use the Product(s) and associated Product Type(s) identified in Your Proposal Summary and Your Full Breakdown (previously Quote/Order Form) (referred to in these Terms as the "Services") and SAMpeople wishes to provide such Services to the Customer in accordance with the Terms of the Agreement (as defined in clause 1.3 below). If SAMpeople Payroll Services are part of the Services to be purchased, please see Schedule B of these Terms and Conditions for details of additional terms and conditions which will apply. If SAMpeople Recruit Services are part of the Services to be purchased, please see Schedule C of these Terms and Conditions for details of additional terms and conditions which will apply.

1.2 This Agreement for the supply of the Services is made between, Staff Absence Management Ltd trading as "SAMpeople" (09098826), Registered Office: Hylö 103-105, Bunhill Row, London EC1Y 8LZ. Trading Office: First Floor, Unit A, Cedar Court Office Park, Denby Dale Road, Wakefield, WF4 3FU and "the Customer" are each a party and together are referred to as the "parties". In the event of any conflict between the Proposal Summary/Important Information (or previously Quote/Order Form) and the Terms and Conditions, the terms of the Proposal Summary/Important Information included in this Agreement will take precedence.

1.3 Definitions

"Affiliates" means with respect to each party, any entity controlled directly or indirectly by the party, any entity that controls directly or indirectly the party, or any entity directly or indirectly under common control with the party. SAMpeople is part of The Key Group which includes without limitation Affiliates of, The Key Support Services Ltd, Staff Absence Management Ltd, Fusion Business Solutions Ltd, and Arbor Education Partners Group Ltd.

"Agreement" means the document SAMpeople sends to the Customer to sign which contains a Summary of the Services in the Agreement, a specification of the Service, these Terms and Conditions in full, including Schedule A and B and/or C if applicable, Your Proposal Summary and Your Full Breakdown of costs, any Important Information that is relevant in addition and the Start Date as specified in the Summary of your Services. (This previously would have included your Quote/Order Form)

"Employees" means the number of substantive users using the system, who are authorised and employed by the Customer i.e they have an employee record and/or have a payslip issued.

"Notify by Date" means the last date by which you must give notice to end your Agreement as per Section 5 of these Terms and Conditions.

"Price"/"Pricing" means the cost of the Service as listed on the Agreement as sales price. The price is calculated by multiplying by number of months by Employees as indicated in the Agreement within the Proposal Summary and/or Full Breakdown (previously Quote/Order Form) or by quantity as listed. A summary of the price is also included on the Agreement Summary of your Services. For Payroll Services, please see Schedule B for explanation of pricing. SAMpeople reserves the right to increase this cost and you would be notified of this at Renewal. If Employees increase during the Term (as defined in clause 2.1 below) the total price may increase as explained in clause 4.2 below.

"Start Date" means the date the Agreement is signed or the date stated on the Agreement Summary of Your Services as the Start Date if this is different.

"Term" will consist of the Initial Term and any Renewed Term as defined in clauses 5.2 and 5.3 below.

"Terms and Conditions"/"Terms" means these terms and conditions for the use of the Services. These are included as a link in your Proposal (previously Quote/Order Form) under Important Information but also set out in the Agreement in full.

2. PROVISION OF SERVICES

2.1 In consideration of and subject to the payment by the Customer of the Price, SAMpeople shall use reasonable endeavours to commence the supply of the Services with the Customer within 1 working day of the Start Date and during the Term. The Customer shall pay the Price in accordance with the terms and the time periods set out in the Summary of your Services within the Agreement (and specifically in Your Proposal Summary and Your Full Breakdown and clause 4.2 below).

2.2 SAMpeople hereby grants the Customer a non-exclusive, non-transferable, terminable, licence for the Term to access the Services solely to the extent necessary for the Customer to use them on the terms of this Agreement. SAMpeople reserves the right to restrict or prevent access to any functions that allow access to critical server or system resources outside of those necessary to operate the Services. The licence does not include the right to directly modify the Services, functions thereof or any of SAMpeople's directories or databases. This Agreement is for a single-site licence for each School listed on the Proposal Summary and or in the Agreement - Summary of your Services. Accordingly, it is a breach of copyright and of this Agreement

for the Customer to disclose or make available to any person or organisation (other than Employees) any hosting services internet addresses or passwords or otherwise to share access to the Services with any other person or organisation. If such rights are required the Customer must apply to SAMpeople in advance and SAMpeople may in its sole discretion, grant an extension of the licence to such third parties on terms to be agreed. SAMpeople reserves the right to carry out investigations at the Customer's premises to monitor compliance with the provisions of this clause 2.2. The Customer hereby authorises SAMpeople or its representatives to access its premises and records for such a purpose during the Term of the Agreement.

2.3 The Services will be provided through a centrally-hosted system from data centre(s) within the UK, and operated on servers chosen by SAMpeople. The Services will be operated on the server systems operated by or on behalf of SAMpeople. The Customer will be given access to the Services via a public domain (Internet) as set out below. SAMpeople will use reasonable endeavours to ensure that the Services are operating in accordance with the specification of the Service as defined in the Summary of your Agreement. SAMpeople shall provide the Customer with:

- (i) an administrative login ID to access and use the Services;
- (ii) any other reasonable information required by the Customer to connect to and use the Services purchased.

2.4 SAMpeople may at its discretion modify or change the Services upon prior reasonable notice to the Customer, but the Services provided will aim to fulfill the same objectives.

2.5 The parties may from time to time agree that further software applications or services offered by SAMpeople and/or its Affiliates should be supplied to the Customer. In these cases, a new Proposal shall be agreed and an Agreement completed by the parties and this will form an additional contract subject to its own Terms and Conditions.

2.6 If the Customer cancels or reschedules delivery of any Service that involves attendance by representatives of SAMpeople at the Customer's premises without giving 7 days prior written notice, SAMpeople reserves the right to charge for such Service in full as listed on the Full Breakdown (or previously on the Quote/Order Form).

2.7 We will supply the Services in accordance with this Agreement and we will comply with all applicable laws and regulations (including the UK Bribery Act, Data Protection Act 2018 and applicable health and safety laws).

3. CUSTOMER SUPPORT

3.1 The team at SAMpeople will provide support for the Services, included in the Price, as described below (the "Support Services"):

a) Telephone and Webchat Support will be provided between 8.30am and 4.30pm, Monday to Friday excluding public and bank holidays ("Business Hours" and "Business Day(s)") and will comprise of telephone-based fault correction support.

b) Email Support will be provided through the Help Centre, where you can log cases and see responses via your login. Responses will be provided in "Business Hours" and "Business Day(s)". Details for the Help Centre will be provided during onboarding.

c) The Support Services will be available to the Customer during Business Hours only. For the avoidance of doubt, issues reported outside of Business Hours will be deemed to have been reported at the start of the next following Business Day.

d) The following initial response times will apply to the Support Services. The following response times will apply to system development issues:

(i) When a Critical Issue is reported SAMpeople will endeavour to respond within 4 Business Hours. A "Critical Issue" is a major issue such that a business critical function is not operational and major user inconvenience is being caused.

(ii) When a Non-Critical Issue is reported SAMpeople will endeavour to respond within 1 Business Day. A "Non-Critical Issue" is an issue such that a (non-business critical) function is not operational and significant user inconvenience is being caused.

(iv) Support Services are conditional upon the Customer providing SAMpeople with such access to the Customer's systems and information as it shall reasonably require in order to be able to investigate and/or replicate the issue.

e) The initial responses will comprise an acknowledgement of the issue and the severity level of it. SAMpeople will use reasonable endeavours to fix Critical and Non-Critical Issues as soon as reasonably possible after providing the initial response to the Customer.

3.2 SAMpeople shall have no obligation to provide the Support Services in relation to issues which arise from:

(i) misuse, incorrect use of or damage of equipment from whatever cause (other than any act or omission by SAMpeople or its sub-contractors), including failure or fluctuation of electrical power.

(ii) operator error, browser, Customer computer, network or internet connectivity issues.

(iii) trivial matters that do not comprise Critical and Non-Critical Issues.

4. CUSTOMER RESPONSIBILITIES, ACKNOWLEDGEMENTS & PAYMENTS

4.1 The Customer acknowledges and agrees that:

(i) under this Agreement SAMpeople will only provide Services as detailed in section 2 above and Support Services as described in section 3 above, and any other services requested by the Customer from SAM, may result in fees being payable in addition to the Price; and

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(ii) you shall be responsible for the use of the Services in accordance with any security or use related requirements as specified by SAMpeople in this Agreement.

4.2 The Customer shall pay the Price for the duration of the licence as stated on the Summary of your Services within the Agreement (or previously on the Quote/Order Form). Payment is either agreed to be upfront in total or annually at the start of the Term and every subsequent annual anniversary for the "Initial Term" and the "Renewed Term" (each is defined in clause 5.2) as specified on the Full Breakdown (or previously on the Quote/Order Form) and shall be paid within 30 days of receipt of the invoice.

(i) For Software Licences, as listed on the Full Breakdown (or previously on the Quote/Order Form), the Price is calculated for a multi-year licence based on the number of Employees the Customer has specified in the Proposal Summary and Full Breakdown (or previously on the Quote/Order Form). SAMpeople will check this number annually against our systems headcount and reserves the right to amend the Price payable for the remainder of the Term with its then current pricing if this number changes. SAMpeople shall notify the Customer in writing of any change and discuss the discrepancies for the Price of the remaining Term. The Customer acknowledges that the Price is variable and dependent on the number of Employees who use the SAM system to access Services. Therefore, if the Customer does not accept the change in Price to reflect the number of Employees SAMpeople may terminate the Contract.

(ii) For SAMpeople Payroll services, as listed on the Proposal Summary and Full Breakdown (or previously on the Quote/Order Form), please see the Full Breakdown for Payment Terms and the Payroll Schedule B below for further detail.

(iii) Should you need to move your onboarding period, which will be agreed before signing your Agreement, you must notify us as soon as possible. SAMpeople (SAMpeople Recruit, SAM, SAMpeople Payroll) has the right to review and refuse your change request depending on capacity and if we have already begun working on your Service activation. If we agree to your change request, we reserve the right to charge you an administration fee that will be up to the value of the Setup charges, as detailed in your Full Breakdown.

4.3 All invoices shall be paid within 30 days of the date the invoice was sent. Failure to pay an invoice in 30 days will result in SAM invoking the debt recovery procedure (as set out in clause 4.7 below) and interest may be payable on all sums paid outside of the 30-day payment period, calculated on the sum outstanding multiplied by the statutory rate of interest.

4.4 Where a licence to use the Services for a Term is in excess of one year, the Customer shall be invoiced as agreed in writing in the Full Breakdown (or previously on the Quote/Order Form). Where the Customer agrees to pay annually, the invoice will be issued around the anniversary of the Start Date (unless otherwise agreed) and each invoice shall be paid within 30 days. **The Customer shall always be required to pay the licence fees in full for the entire duration of the agreed Term.**

4.5 On automatic renewal of this Agreement (as set out in clause 5.3), the Customer shall be invoiced, typically no later than 30 days prior to the anniversary of the Start Date.

4.6 Invoices for any agreed additional services shall be raised from time to time by SAMpeople.

4.7 Where a Customer fails to pay an invoice (in accordance with clause 4.3), SAMpeople may invoke debt recovery proceedings to recover the amount owed as follows:

(i) SAMpeople shall provide the Customer with a written reminder and a time limit of 5 Business Days to pay, with details of the statutory interest due on late payments if applicable (as set out in clause 4.3).

(ii) if the invoice remains unpaid SAM shall provide the Customer with a second written reminder and a further 5 Business Days to pay;

(iii) If a Customer fails to pay an invoice within 5 Business Days of SAMpeople's second reminder a £250.00 administration charge for fees relating to the recovery of the debt will be applied to the outstanding amount and a further invoice will be issued for the outstanding sum plus the administration charge, together with a final written reminder for the fees due.

(iv) Where a final reminder is not settled in the payment period set out in the final reminder letter usually dated 5 Business Days after the second written reminder (as set out in clause 4.7(iii)), SAMpeople may begin legal proceedings against the Customer to recover the outstanding sums due.

4.8 The Customer will:

(i) not, other than as allowed under law, directly or indirectly, reverse engineer, decompile, disassemble, alter, probe or attempt to derive the source code or other trade secrets included in the Services;

(ii) not access, copy or distribute the Services, related software or parts thereof, other than as allowed under this Agreement;

(iii) not use the Services to transmit, distribute, disseminate, publish or store any material or information that:

(a) is illegal, spam in nature, defamatory, obscene, indecent or harassing; or threatening or encouraging bodily harm, destruction of property, or infringing the lawful rights of any party;

(b) violates the privacy of any party as protected by applicable law (whether local, national or international) or regulation; or

(c) contains software viruses, worms, trojan horses or any computer code, files or programs designed to disrupt, destroy, invade, gain unauthorised access to, corrupt or modify the data, Services, or any equipment;

(iv) at all times, comply with all applicable laws and regulations with respect to the Services and use thereof;

(v) be responsible for entering into and maintaining all licences as stated in the Full Breakdown (or previously on the Quote/Order Form) and required for the use of

the Services; and shall only use the Services in accordance with the terms of this Agreement;

(vi) indemnify SAMpeople for all losses suffered by SAMpeople arising from the Customer's breach of clause 6.1 subject to a cap of the greater sum of £45,000 (forty five thousand pounds), or, the maximum indemnity to which the Customer can agree

without the approval of the Education & Skills Funding Agency ('ESFA'), as specified from time to time in the ESFA Academies Handbook (whether or not the Customer is subject to the ESFA Academies Handbook) (the 'Cap').

(vii) have a leased line and internet service provision to access our Services in accordance with this Agreement.

5. TERM, TERMINATION & RENEWAL

5.1 This Agreement shall be effective from the Start Date.

5.2 Unless terminated earlier as outlined in clause 5.3, 5.4, 5.5, this Agreement will remain in effect for the duration specified in the Agreement Summary of your Services (or previously Quote/Order Form) or, if no duration is specified, for a period of two (2) years from the Start Date.

5.3 At the end of the Initial Term, the Agreement shall **auto-renew for two years unless terminated or a shorter renewal has been agreed with SAMpeople as an exception**. The renewal period will be charged at the current pricing for the respective Service. Written notice of termination needs to be received at least 90 days in advance of the end date of the Initial Term or the applicable Renewed Term. Such notice can only be effective as at the last day of the Initial or current Renewed Term. If SAMpeople's price increases at renewal, you will be notified at least 90 days in advance and the normal notify period for cancellation will apply. **If the Customer does not confirm in writing that it wishes the Agreement to end or not to auto-renew, as set out in this clause, and SAMpeople has not confirmed receipt of this notice, the Agreement shall renew and the Customer shall be responsible for payment of the licence fees in full for the Renewed Term.**

5.4 Either party may terminate this Agreement in writing if the other party commits a material breach (including any breach of warranty), and in the case of a breach capable of remedy, such breach is not cured within fourteen (14) days of receipt of notice specifying the breach.

5.5 SAMpeople may terminate this Agreement immediately upon notice if the Customer has not paid the Price in accordance with the terms of this Agreement or is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Customer (otherwise than for the purposes of a solvent amalgamation or reconstruction), or an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or any substantial part of the assets of the Customer, or the Customer enters into or proposes any composition or arrangement with its creditors generally.

5.6 Upon expiry or termination of this Agreement:

(i) SAMpeople shall stop providing the Services to the Customer and shall remove the Customer's database from SAM's server; and

(ii) each party shall return to the other or destroy (at the discretion of the disclosing party) the confidential or proprietary information of the other (including but not limited to any personal data) provided under this Agreement.

(iii) The Customer has the right to export its data held on SAMpeople, SAMpeople Recruit, SAMpeople Payroll and our absence module SAM, before the Agreement terminates provided 90 days' written notice has been given of this intention. System access is revoked at contract end date. For payroll, refer to the Payroll Schedule.

5.7 Any termination or expiry of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force, or continue in force on or after that termination, including but not limited to any obligation in relation to the payment of the Price together with any other agreed fees and clauses 5.6, 6, 7, 9, 10 and 13.1.

6. DATA PROCESSING

6.1 SAMpeople and the Customer shall each comply with the data protection obligations as defined and set out in our Data Protection Schedule A which is attached to this Agreement.

6.2 Notwithstanding the provisions contained within paragraph 2.6 of Schedule A, in the event that the Services are to be paid for by a Purchasing Party (for example when a school is converted to an academy as part of a Trust or in the situation where academies move from Trust to Trust) in place of the Customer, then the Customer hereby authorises SAMpeople to provide access to the Customer's data to the Purchasing Party during the Term. The Customer will indemnify and hold SAMpeople harmless from, and not liable in any way for disclosure of any personal data to the Purchasing Party under the terms of this Agreement.

6.3 In the event that clause 6.2 applies, the Customer shall ensure that it fully complies with its obligations as "data controller" under the Legislation (as defined in Schedule A) and shall be fully responsible for notifying the data subjects of the possibility that their personal data will be viewed and managed by the Purchasing Party (e.g the new data controller).

6.4 SAMpeople shall comply with its Privacy Policy as set out on our website sampeople.co.uk/privacy-policy/

6.5 SAMpeople may (provided that it complies with the Legislation as defined in Schedule A) share, inspect and use data in the Customer's database with its Affiliates within The Key Group for the following purposes:

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- (i) To maintain and improve the performance and functionality of the Services;
- (ii) To provide messages and support services (e.g. to verify user credentials, confirm instructions, send invoices, provide technical support, send renewal information etc);
- (iii) To process and respond to communications regarding products and services of SAMpeople and/or its Affiliates;
- (iv) To analyse and understand which products or services of The Key Group may be of interest to the Customer;
- (v) To monitor communications for quality assurance, training and fraud prevention;
- (vi) To invite the Customer to participate in opportunities such as market research, free trials or demos, and competitions and promotions;
- (vii) To inform the Customer of products and services within The Key Group that you may be interested in; and
- (viii) For any other valid and reasonable purpose in relation to the performance of this Agreement and/or in our legitimate interests in communicating with the Customer about our products and services, in maintaining and developing our business and offerings within The Key Group.

6.6 The Customer shall issue any notices or obtain any consents in relation to SAMpeople's inspection or use of the data in the database as SAMpeople may reasonably request in order to comply with the Legislation.

7. CONFIDENTIALITY

7.1 The Customer will not disclose to any third party any technical or non-technical information related to the Services or the set-up and security of the Services, unless such disclosure is approved in writing in advance by SAMpeople. This set-up and security information includes but is not limited to hosting service Internet addresses, passwords, Internet URL's, Virtual Private Network set-up and encryption key information.

7.2 For any other confidential or proprietary information disclosed to either party further to this Agreement, the receiving party shall not disclose such information to any person or entity, other than its employees or other persons to whom disclosure is reasonably necessary, while the Agreement is in force and thereafter, provided however that a party receiving confidential or proprietary information shall be allowed to disclose such information;

(a) in accordance with applicable law; and/or

(b) where such information is provided to have been;

(i) in the public domain or known to the receiving party before it was so provided to or acquired by the receiving party; or

(ii) has been independently acquired by the receiving party without (so far as it is aware) the breach by any person of any obligation of confidentiality.

8. OBLIGATIONS

8.1 SAMpeople shall use reasonable endeavours to:

a) implement the Services on a server system that provides for application performance consistent with what is reasonable for similar services and their typical use. SAMpeople does not however warrant that specific response times or performance benchmarks of any kind will be guaranteed for the Services under this Agreement;

b) ensure the Services are available to the Customer for use in accordance with the terms of this Agreement.

c) notify the Customer of any need to suspend the Services for any repair or maintenance or any other planned service outage at least one (1) calendar week in advance, save that in emergency situations, when the Service needs to be taken out of service for immediate repair, such advance notice may not be possible. SAMpeople will however attempt to notify the Customer at the earliest possible time in the event of an emergency outage.

8.2 SAMpeople does not warrant specific uptime or network response times on any network. However, SAMpeople agrees that it will use reasonable endeavours to actively monitor network performance, and make or recommend alterations to improve such performance as it becomes necessary.

8.3 SAMpeople will save backups of SAMpeople, SAMpeople Recruit and our absence module SAM licensed Services, and these backups will be stored in a manner consistent with all other SAM corporate backups and retained in line with SAMpeople's retention strategy.

8.4 This contract is between SAMpeople and the Customer only. Nobody else can enforce it and neither SAMpeople or the Customer will need to ask anybody else to sign-off on ending or changing it.

8.5 The terms set out in the Agreement constitute the entire agreement between the parties in relation to the order. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by SAMpeople or on our behalf which is not set out in this Agreement and that the Customer has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

9. DISCLAIMERS

9.1 Other than as prohibited under law, all Services provided pursuant to this Agreement are provided or performed on an "as is" basis, and the Customer's use of the Services is solely at its own risk. SAMpeople's sole liability and the Customer's exclusive remedy for non-compliance with this Agreement is termination, as set out in section 5 of these Terms & Conditions, and damages, subject to section 10 below. SAMpeople does not make, and hereby disclaims all other warranties, whether express or implied, including but not limited to, the implied warranties of merchantability, satisfactory quality and fitness for a particular purpose. SAMpeople does not warrant that the Services provided hereunder will be uninterrupted, without slow response time, error-free, or completely secure.

9.2 SAMpeople does not assume any responsibility for the operation or management of the internet or the acts or omissions of any internet or external server service provider.

10. LIMITATION OF LIABILITY

10.1 Neither party excludes or limits its liability for:-

(i) fraud by it, its employees or agents;

(ii) fraudulent misrepresentation; or

(iii) death or personal injury caused by its negligence or that of its employees or agents.

10.2 Subject to clause 10.1 above and clause 10.3 below, SAMpeople's aggregate liability to the Customer (including in respect of legal fees and any other costs incurred) shall not exceed the Cap (see the definition in clause 4.8(vi)).

10.3 Subject to clause 10.1 above, in no event shall SAM be liable to the Customer or any third party for any indirect, consequential or punitive damages or losses, or other losses in relation to and arising from lost profits, damages, delays, interruptions, or viruses arising out of or related to this Agreement regardless of the basis of the claim.

11. FORCE MAJEURE

11.1 Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labour controversy, riot, civil disturbance, act of public enemy, embargo, war, act of god, act of terrorism, or any municipal, county or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control ("an Event Outside Our Control").

11.2 If an Event Outside Our Control takes place that affects the performance of either party's obligations under the Agreement:

a) the party subject to the Event Outside Our Control must contact the other party as soon as reasonably possible to notify them; and;

b) obligations under the Agreement will be suspended and the time for performance of obligations will be extended for the duration of the Event Outside Our Control. The parties will arrange a new date for performance of the Services after the Event Outside Our Control is over.

12. ASSIGNMENT, CONTROL AND SUBCONTRACTING

12.1 SAMpeople may, at its absolute discretion, subcontract or assign any of its rights and obligations under this Agreement to any third parties including any of SAMpeople's Affiliates, provided always that any party to which SAMpeople sub-contracts or assigns its obligations shall be obliged to perform such obligations on terms equivalent to those imposed on SAMpeople under this Agreement. For the purposes of this clause, all rights and obligations performed by any Affiliates or sub-contractors, as authorised hereunder, shall be deemed to be as if they are performed by SAMpeople and SAMpeople remains liable for all actions or omissions of such authorised Affiliates and sub-contractors.

12.2 As part of The Key Group, SAMpeople may share data across the group with its Affiliates to supply your Services under the Agreement. You agree and authorise for all your SAMpeople data including personal data to be shared with our Affiliates for the purposes of the performance of the Agreement subject always to its terms and protections therein, and in particular the Schedule A Data Protection in relation to any processing of personal data.

12.3 The Customer may not assign its rights or obligations under this Agreement without the written consent of SAMpeople, except that if the Customer merges or consolidates with or into or transfers substantially all of its assets to another entity, this Agreement may be assigned to such successor and it shall be binding upon and inure to the successor's benefit.

LAST UPDATED: NOVEMBER 2024

T: 01924 907319 W: www.sampeople.co.uk E: enquiries@sampeople.co.uk

SAMpeople and FusionHR are the trading names of Staff Absence Management Ltd (09098826) and Fusion Business Solutions Ltd (05825732).
Registered Office: Hylo 103-105, Bunhill Row, London EC1Y 8LZ. Trading Office: First Floor, Unit A, Cedar Court Office Park, Denby Dale Road, Wakefield, WF4 3FU.

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12. ASSIGNMENT, CONTROL AND SUBCONTRACTING

12.4 Any integrations e.g MIS Link, purchased within this Agreement will be subject to setup and confirmation with the integration provider. These links are provided by external partners and therefore are subject to change. The mechanism and period for extracting the data is also subject to change. The integration will be provided by the partner and an agreement with them will either be provided to the customer or already exists with the partner. Any technical support needed in relation to the integration will be provided by the integration partner under their terms, unless otherwise stated.

12.5 If you use the SAMpeople Payroll Export report to provide information to your payroll provider, who is not SAMpeople, it is your, the Customer's, responsibility to ensure that the content and layout in the current format is acceptable to your payroll provider. It is also your responsibility to ensure how this is sent and used.

13. MISCELLANEOUS

13.1 This Agreement shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum.

13.2 This Agreement is the complete and whole agreement between the parties with regard to the subject matter and supersedes all previous agreements between the parties with respect to the subject matter and specific related Services hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, legal and administrators.

13.3 Any notice or other document to be served under this Agreement may be delivered or sent by prepaid first class recorded delivery post or email to the party to be served at the addresses specified in Your Full Breakdown within this Agreement (or previously the Quote/Order Form).

13.4 The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

13.5 Other than a person to whom SAMpeople has assigned or sub-contracted its rights under this Agreement in accordance with clause 12.1 above, or a party to whom the Customer has transferred its rights in accordance with clause 12.3, no person who is not a party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13.6 SAMpeople may amend any provision of this Agreement on written notice to the Customer. Such amendment shall be effective on the seventh Business Day after the date of notice (provided this is on a Business Day or otherwise deemed received on the next Business Day) unless the Customer disagrees in writing within 7 Business Days of receipt of the proposed amendment specifying what amendment is not agreed and why and proposing alternative wording.

13.7 The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision thereof in accordance with its terms.

13.8 Signatures on a copy of the Agreement Summary of your Services or on copies of any other documents provided pursuant to this Agreement transmitted by email, shall be binding upon the parties and of the same legal effect as an original signature.

13.9 The parties hereby agree that this Agreement may be electronically signed. The parties agree that any electronic signatures appearing on this Agreement have the same legal status as handwritten signatures for the purposes of validity, enforceability and admissibility.

LAST UPDATED: NOVEMBER 2024

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Registered Office: Hylo 103-105, Bunhill Row, London EC1Y 8LZ. Trading Office: First Floor, Unit A, Cedar Court Office Park, Denby Dale Road, Wakefield, WF4 3FU.

SCHEDULE A – DATA PROTECTION

1. INTERPRETATION

- 1.1 SAMpeople shall supply the Services in accordance with the Legislation (where Legislation means the Data Protection Act 2018 and the UK GDPR as defined in section 3(10) (and as supplemented by section 205(4)) of the Data Protection Act 2018, as may be amended from time to time. For the purposes of this Agreement the Customer is the data controller and SAMpeople is the data processor of the Customer's Employees' personal data, except for Customer contact information for which SAMpeople is a data controller.
- 1.2 For the purposes of this agreement, "breach", "data controller", "data processor", "data subject", "personal data", "processing", "notification" and "data protection principles" shall have the meanings ascribed to them in the Legislation.

2. COMPLIANCE AND PARTICULARS OF DATA PROCESSING

- 2.1 Each party shall meet its obligations in relation to the processing of personal data as required by the Legislation.
- 2.2 The parties agree that the terms of this Schedule will be incorporated and form part of the terms and conditions of the Agreement between the Customer and SAMpeople.
- 2.3 The parties agree that for the purposes of the Agreement, SAMpeople will be the data processor in processing the Customer's personal data only for the purposes required by the Customer and the Customer shall act as the data controller.
- 2.4 Each party will comply with its obligations under all relevant Legislation at all times in relation to this Agreement.
- 2.5 SAMpeople shall:
 - (a) only process Customer personal data in accordance with the documented instructions of the Customer and shall immediately inform the Customer if in its reasonable opinion SAMpeople considers an instruction from the Customer infringes any Legislation;
 - (b) maintain appropriate technical and organisational measures against unauthorised or unlawful processing of Customer personal data and against accidental or unauthorised alteration, loss or destruction of or damage to such personal data;
 - (c) maintain appropriate security programmes and procedures to ensure that unauthorised persons do not have access to Customer personal data or to any equipment used to process that personal data;
 - (d) taking into account the nature of the processing, assist the Customer in addressing any data subject requests for information, access, portability, restriction, rectification or erasure, objections to processing, queries or complaints made by data subjects in relation to this Agreement (or the processing undertaken pursuant to it);
 - (e) assist the Customer in complying with the obligations set out in Articles 32 to 36 of the UK GDPR, taking into account the nature of processing and information available to SAM;
 - (f) ensure that the persons authorised to process Customer personal data relating to this Agreement have committed themselves to preserve the confidentiality of Customer personal data relating to this Agreement;
- 2.6 For the purposes of providing the Services, SAMpeople will carry out the following processing of the Customer's personal data.
 - (i) onboarding of Customer personal data to enable SAMpeople to provide the Services using its systems
 - (ii) where technical support is requested by the Customer
 - (iii) where the Customer is buying SAMpeople Payroll Services. For Payroll Services, SAMpeople will process Customer personal data;
 - (a) in the creation of payslips and;
 - (b) for involuntary and voluntary salary deductions such as pension management.
- 2.7 Where SAMpeople is a data controller for Customer contact information it and its Affiliates within The Key Group in exercise of the right pursuant to clause 6.5 of the Agreement shall always process such data in accordance with the obligations as a controller under the Legislation as defined in paragraph 1.1 of Schedule A and in line with our data privacy notice as may be updated from time to time.
- 2.8 Customer personal data across our software includes; the names/previous names, email addresses and addresses (including address history) of all employees and candidates, phone numbers of all employees and candidates, National Insurance Number, gender/gender assigned at birth, sexual orientation, ethnicity, marital status, religion or belief, disability or health condition, caring responsibilities, date of birth, next of kin, dietary and medical information, bank details, contract and employment records/history, performance and appraisal information, qualifications, training & CPD information and vetting checks/references held in the system. Customer contact personal information includes the name, telephone numbers and email addresses of each Customer employee who manages this Agreement on behalf of the Customer or is specified as a Key User.

3. OWNERSHIP

- 3.1 All information and personal data supplied by the Customer to SAMpeople and used by SAMpeople directly or indirectly in the performance of this Agreement shall remain at all times the property of the Customer. The Customer warrants that it is authorised to supply the personal data to SAMpeople for the supply of Services.
- 3.2 This Agreement does not authorise SAMpeople to use the personal data collected on behalf of the Customer for any other purposes other than those stated in the Agreement or otherwise authorised by the Customer in writing.

4. INFORMATION SECURITY

- 4.1 At all times SAMpeople shall maintain appropriate technical and organisational security measures against the unauthorised or unlawful processing or accidental loss, destruction or damage of the Customer's personal data.
- 4.2 SAMpeople shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Customer's personal data.
- 4.3 The information security regime implemented by SAMpeople shall be compliant with all relevant Legislation and ICO issued guidelines.
- 4.4 The measures deployed shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data, having regard to the nature of the personal data which is to be protected.
- 4.5 If required SAMpeople shall provide the Customer with a written description of the technical and organisational methods employed to safeguard the personal data.
- 4.6 In the event any personal data related to this Agreement in the possession of SAMpeople becomes lost, corrupted or rendered unusable for any reason, SAMpeople undertakes to;
 - (i) promptly restore such personal data using its back up and/or disaster recovery procedures at no cost to the Customer;
 - (ii) notify the Customer without undue delay of a personal data breach after becoming aware of it and in any event within 24 working hours by telephone/email of any such breach of security and/or failure to comply with any data protection requirements which could give rise to enforcement measures and/or a complaint against the Customer.

5. EMPLOYEES

- 5.1 SAMpeople shall take all reasonable steps to ensure the reliability of any employees who may have access to personal data and ensure that all employees have received relevant training in data protection and in the care and handling of personal data and understand how this relates to SAMpeople's contractual obligations.
- 5.2 SAMpeople shall ensure that only those employees, contractors and associates, who may assist in carrying out its obligations under the Contract, shall have access to the personal data and are bound by confidentiality obligations.
- 5.3 SAMpeople shall take all reasonable steps to ensure that none of their employees, contractors and associates publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the Customer or as required by legal obligation.

6. AUDIT AND INSPECTION

- 6.1 SAMpeople shall comply with all reasonable requests from the Customer including access to its premises (upon giving reasonable notice) as the Customer may reasonably require to inspect and audit the personal data processing activities in order to satisfy itself that SAMpeople is in full compliance with its obligations under this Agreement.

7. SUB PROCESSORS

- 7.1 The Customer hereby provides a general authorisation to SAMpeople to engage sub-contractors to process the Customer personal data upon and subject to the provisions of this Agreement. Those sub-contractors approved as at the commencement of this Agreement are on SAMpeople's website as updated from time to time sampeople.co.uk/privacy-policy/.

SCHEDULE A – DATA PROTECTION

7. SUB PROCESSORS CONTINUED

- 7.2 Without prejudice to clause 12.1, SAMpeople shall be entitled to sub-contract any part of the Services requiring the processing of Customer personal data, subject to the following conditions:
- (a) the Customer is provided with an opportunity to object to the appointment of each subcontractor within 14 working days after SAMpeople supplies the Customer with full details in writing regarding such new subcontractor;
 - (b) the Customer shall be deemed to have approved the engagement of the subcontractor if it has not served a notice in writing on SAM objecting to such appointment within 14 days of the notice date;
 - (c) SAMpeople enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts;
 - (d) SAMpeople maintains control over all of the personal data it entrusts to the subcontractor; and remains liable for all acts or omissions of the subcontractor as if they were acts or omission of SAM (except to the extent caused or exacerbated by the Customer); and;
 - (e) the subcontractor's contract terminates automatically on termination of this Agreement for any reason.
- 7.3 SAMpeople will update its list of all approved subcontractors on its website from time to time and include any subcontractor's name and location and the contact information for the person responsible for privacy and data protection compliance.
- 7.4 If any objection by the Customer to the appointment of any subcontractor cannot be resolved by the parties within 5 working days of the receipt of objection, SAMpeople may on immediate written notice terminate the relevant Service or this Agreement without liability or be in breach of this Agreement if to the extent SAMpeople cannot provide that part of the Services or otherwise comply with its obligations as a result of the Customer's objection.
- 7.5 SAMpeople shall, save for existing transfers to SAMpeople's Affiliates and approved subprocessors, not transfer Customer personal data to, or process Customer personal data in, any third country or territory outside of the UK unless (and for so long as):
- (a) there has been a finding of adequacy pursuant to Article 45 of the UK GDPR; or
 - (b) SAMpeople:
 - (i) enters into a valid cross-border transfer mechanism under the Legislation with the relevant importing entity, so that SAMpeople can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR; and
 - (ii) carries out appropriate due diligence on the importing entity and the relevant jurisdiction to assess the adequacy of the third party and its jurisdiction in light of the Court of Justice of the European Union judgment in the case of C-311/18 Facebook Ireland and Schrems ('Schrems II'), and the relevant regulatory guidance

8. GENERAL

- 8.1 Each party shall notify the other as soon as possible upon receiving any complaint, notice or communication from an individual, supervisory or government body which relates directly or indirectly to the processing of the personal data and;
- (a) provide the other party with any necessary information on a timely basis and;
 - (b) SAMpeople shall only respond to any request/complaint in accordance with the written instructions of the Customer.
- 8.2 SAMpeople shall notify the Customer as soon as possible and in any event within 3 working days of:
- (i) a request from a data subject to access their personal data; or
 - (ii) a complaint or notice from any source relating to the Customer's statutory obligations under the Legislation and SAMpeople will use reasonable endeavours to assist the Customer (at the Customer's request and costs) in dealing with any such subject access requests.
- 8.3 Further to Clause 12.2, as part of The Key Group, SAMpeople may share Customer personal data across The Key Group with its Affiliates, to supply your Services or for the purposes listed in clause 6.5 under the Agreement. You agree and authorise for all your SAMpeople data including personal data to be shared with our Affiliates for said purposes subject always to these terms and protections. For example, If the Customer purchases both a SAMpeople Licence, SAMpeople Recruit licence, SAMpeople Payroll, SAM/SAMpeople Absence Module and a FusionHR SLA (Fusion Business Solutions Ltd, trading as FusionHR), then the Customer hereby authorises employees from both SAMpeople and FusionHR to liaise and share information, in order to provide the best service to the Customer. If the Customer purchases both a SAMpeople Licence and SAMpeople Payroll, then the Customer hereby authorises employees from both Staff

8. GENERAL CONTINUED

- Absence Management Ltd trading as SAMpeople and any payroll partner to liaise and share information and to access the Customer's SAMpeople account, in order to provide the best service to the Customer. Payroll terms are included in the Schedule below and in Your Important Information (or previously on the Quote/Order Form) to run alongside these Terms and Conditions.
- 8.4 The Customer is responsible for securing and updating access passwords provided for SAMpeople/SAMpeople Recruit/SAM absence module software, including notifying SAMpeople when a super user access should be removed e.g leavers and starters. The Customer is responsible for adding, updating and removing access for their own employees.
- 8.5 All Customer personal data, except in relation to billing and contract agreements with SAMpeople, will be deleted from our systems in line with our retention policy, namely 6 months after the expiry or termination of the relevant Customer licence. Please refer to 5.6(iii) of the Terms and Conditions above regarding the Customer's ability to export data.
- 8.6 We recommend that you keep copies of any documents/data/information needed. This is also an important legal document and we recommend you keep copies.
- 8.7 Where users of the Services are provided with links to third party websites, e.g Job Boards, Vetting Checks etc, SAMpeople provides no warranty or assurance as to what such parties may do with the Customer's personal data. The Customer shall review such third party privacy policy before visiting any such third party site or using third party services.

LAST UPDATED: NOVEMBER 2024

T: 01924 907319 W: www.sampeople.co.uk E: enquiries@sampeople.co.uk

SAMpeople and FusionHR are the trading names of Staff Absence Management Ltd (09098826) and Fusion Business Solutions Ltd (05825732).
Registered Office: Hylo 103-105, Bunhill Row, London EC1Y 8LZ. Trading Office: First Floor, Unit A, Cedar Court Office Park, Denby Dale Road, Wakefield, WF4 3FU.

SCHEDULE B – SAMPEOPLE PAYROLL

1. SERVICES

- 1.1 Payroll Services as stated in Your Proposal Summary/Your Full Breakdown (previously the Quote/Order Form) and or Agreement Summary will be supplied either through SAMpeople using a payroll system or through a third party. At the point of order this will be confirmed in Your Agreement (previously the Quote/Order Form) and the terms relating to this will be included in the Important Information section (previously the Quote/Order Form).
- 1.2 If Payroll Services are provided by SAMpeople, we will use a payroll system as chosen by SAMpeople, currently supplied by CINTRA HR & PAYROLL SERVICES LIMITED.
- 1.3 The agreement for the supply of Payroll Services is defined as the Agreement in clause 1.3 of the main Terms and Conditions above.

2. PAYMENT, SET UP FEES AND START DATES

- 2.1 The Price for SAMpeople Payroll Services will consist of set up fees, BACS payments and payslip fees as defined in Your Agreement within the Proposal Summary and Full Breakdown (previously the Quote/Order Form).
- 2.2 We shall invoice the setup fees immediately.
- 2.3 The payslip fees will be invoiced monthly in arrears or upfront annually with annual adjustment, as agreed with you the Customer, and you will pay us as indicated in section 4 of the main Terms and Conditions.
- 2.4 The BACS account fee(s) will be charged and invoiced annually for the duration of the contract from the 'Go Live' date, at the rate agreed in Your Agreement within the Proposal Summary and Full Breakdown (previously the Quote/Order Form).
- 2.5 Ad hoc fees for Emergency BACS payments will be agreed as needed and will be invoiced at the time on 30 day payment terms, if these occur as a result of changes which are not due to our error. Where changes to payroll data are required where we are not at fault then re-run charges may be incurred and these will be discussed with the Customer before an invoice is raised.
- 2.6 'Go Live' date must be no less than 3 calendar months, ideally 120 days, from the Agreement being signed unless otherwise agreed in writing in advance. This date will be listed on Your Agreement in Summary of your Services.
- 2.7 Any changes to the 'Pay Date' (date on which the customer has specified payroll is paid) must be confirmed to SAMpeople with more than 90 days notice and confirmed by SAMpeople as acceptable.
- 2.8 The first year (term) of the contract will be no less than 15 calendar months to accommodate the three calendar months referenced above, required for onboarding that shall include no more than two parallel runs, unless otherwise agreed in writing in advance, plus the 12 calendar months for payslip processing from the 'Go Live' date. The second and subsequent terms will be 12 calendar months from the anniversary of the 'Go Live' date.
- 2.9 The minimum term for the supply of SAMpeople Payroll Services shall be no less than 27 months.
- 2.10 Should less than 15 payslips be processed in any month by the customer, a minimum fee of £75 will be chargeable for each month where this applies for the duration of the contract.
- 2.11 **If you identify a breach by us of the SAMpeople Payroll Services agreement, you must notify us in writing, with full particulars of the alleged breach and reasonable details of your claim, within 30 days of such identification. Failure to provide us with such written notice will result in us no longer having any liability to you for that breach. This term of notice will survive termination of the SAMpeople Payroll Services Agreement.**
- 2.12 If you provide adequate prior written notice of termination as per section 5 of the Terms and Conditions above, we will prepare an exit plan to be agreed upon by you, that describes the respective obligations of the parties to facilitate an orderly transition of the SAMpeople Payroll Services to a new provider, including the transfer of Customer's data (as defined herein).
- 2.13 Upon termination of the supply of SAMpeople Payroll Services, any data held in the payroll portal will be removed or returned to the Customer in line with our retention guidelines described in paragraph 8.6 of the Data Protection Schedule. We may retain a copy of your payroll data in order to fulfill our recordkeeping requirements as provided by law. We will not have any obligation, contractual liability nor other liability; to save, store or hold any of your data (including personal data, payroll records, payments made, payroll runs or any other information whatsoever) after the termination or expiry of this Agreement for the supply of SAMpeople Payroll Services.

3. WHAT WE NEED FROM YOU

- 3.1 You acknowledge that our ability to provide the SAMpeople Payroll Services to the service standards will depend upon the quality, accuracy and completeness of the information that we receive from you, and when we receive it.

You agree to:

- (i) Provide or allow us all necessary access to all information, data, personnel records, co-operation and facilities as we may reasonably require in order to provide the SAMpeople Payroll Services including consent of any third party to the disclosure and use of any such information or data.

(ii) Indemnify SAMpeople from and against any costs, claims, liabilities, proceedings, or other adverse consequences that we may suffer or incur as a result of using any incorrect or incomplete, data or information that you may have provided to us, or from us using information or data that you did not have the necessary authority to use or disclose to us.

(iii) During any period where there is an agreement between us for SAMpeople Payroll Services, you will not appoint or allow any other person/persons to perform those SAMpeople Payroll Services at the same time or perform those SAMpeople Payroll Services yourself.

(iv) Indemnify SAMpeople from any costs caused by processors'/suppliers' errors used prior to this contract commencing with SAMpeople.

(v) It is the responsibility of the Customer to ensure that payroll data required for processing is sent to and received by SAMpeople or the contracted third party via SAMpeople, or provided Help Centre, within the deadlines set out within the calendar schedules as agreed annually, as although every effort will be made to process late payments, should this not be possible a late payment charge will be made with charges applied as set out in Your Proposal Summary and Important Information section (previously the Quote/Order Form).

(vi) It is responsibility of the Customer to provide their unique SUN number for BACS processing as without this, payments are not possible.

4. PORTAL HOSTING - PAYROLL SOFTWARE

4.1 SAMpeople Payroll Services

(i) Our portal is provided by CINTRA HR & PAYROLL SERVICES LIMITED and is hosted by Six Degrees Group and Amazon Web Services in the UK. We pass through the support and guarantee which it receives from Six Degrees Group and Amazon Web Services.

(ii) CINTRA are ISO 27001 and ISO 9001 accredited and are audited for PCI compliance every six months. Six Degrees are externally audited and pentested to align to ISO/IEC 27001:2013, ISO 9001, PCI Data Security Standard, SOC 1 Type I/SOC 2 Type II, Cyber Essentials Plus, Public Services Network and Network Services Framework 2.

(iii) CINTRA carry out security checking and penetration tests monthly through external specialists. Six Degrees are externally audited and pen tested to align to ISO/IEC 27001:2013, ISO 9001, PCI Data Security Standard, SOC 1 Type I/SOC 2 Type II, Cyber Essentials Plus, Public Services Network and Network Services Framework 2. Further information can be provided if required. SAM have the right to change this provider as required.

(iv) BACS payments will be provided through ABSOLUTE PAYMENT SOLUTIONS Limited whose registered number is 11424003 and registered office is The Deep Business Centre, Tower St, Hull. HU1 4BG. SAM have the right to change this provider as required. ABSOLUTE use managed firewall services with security on all web pages, a private network path for administration and SNMP monitoring, and fully hardened servers. ABSOLUTE PAYMENT SOLUTIONS LTD B82067 is a (BAP) BACS approved bureau and (BASS) BACS approved Software Supplier. Further information can be provided if required - www.absolutepaymentsolutions.co.uk.

4.2 SAMpeople Payroll Services provided through a third party

(i) If SAMpeople Payroll Services are provided through a third party, this will be agreed with the Customer in advance and stated on Your Proposal Summary. Further terms will apply and will be provided.

5. SERVICE AVAILABILITY

- 5.1 Please refer to clause 3.1 in the main Terms and Conditions.

6. EVENTS OUTSIDE OUR CONTROL

- 6.1 Please refer to Section 11 of the main Terms and Conditions.

7. REPORTS AND TEMPLATES

- 7.1 Standard Journals are produced. The output options can include:

Type (C/L)
Tax Year
Period
Category
Account (Nominal)
Department (cost code)
Employee (ID unique reference)
Narrative (Cost/Liability heading)
Post Title (if relevant)
Post Reference (if relevant)
First Name
Surname

SCHEDULE B – SAMPEOPLE PAYROLL

7. REPORTS AND TEMPLATES

- 7.2 Files can be saved in csv, Microsoft Excel, PDF etc. format.
- 7.3 Should customised formats be required outside the scope of the systems capability, there will be additional charges and these charges will be agreed with the Customer.
- 7.4 We have a suite of standard bank outputs. We will compare your specification and example file. If they match, no further action required. If they do not match, we can customise a Bank file output in line with your current format but this would incur an additional charge.
- 7.5 When you purchase Payroll Services, we use the Payroll Export report from SAMpeople to process payroll. The content will reflect the information that you, the Customer, have put in SAMpeople. As mentioned in Section 3 of this Schedule, it is your responsibility to ensure this data is accurate.

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SCHEDULE B – SAMPEOPLE RECRUIT

1. SERVICES

In addition to the above Terms & Conditions, customers purchasing SAMpeople Recruit (formerly FACE-Ed) also accept the terms of this Schedule for any of the Services described below.

1.1 Job Board Credits:

This is purchased separately and will be added to your contract as an item.

a) Job Board Credits provide a 'sponsored' advert (customer branded) on Indeed. All jobs posted to Indeed may appear on any partners or affiliates of the Indeed job board: <https://uk.indeed.com/>. Should other job boards be required these can be added at an additional cost.

(i) "Posting Credit" or "Pay Per Post (PPP) credit" means a credit used in the activity of posting, or reposting a Post/Advert as defined in 1.1a above. A Posting Credit is used/ deducted upon the queuing of any number of Posts/Adverts. For example:

The Customer may post their advert to a single job board = 1 PPP credit used

The Customer may post their advert to 10 job boards simultaneously = 1 PPP credit used

The Customer may repost an existing advert = 1 PPP credit used

For the avoidance of doubt, the deletion of posted adverts/posts does not consume any PPP credits.

Credits can be requested via our online shop on our website sampeople.co.uk/shop/. Credits will be uploaded onto the Customer's SAMpeople Recruit Account for use. A summary of remaining credits can be seen in the Customer's SAMpeople Recruit Account.

b) Each advert will remain live until the value of the post has expired, at such time, the post will be removed.

c) Credits are valid for the length of time the Customer uses SAMpeople Recruit. Upon termination of a SAMpeople Recruit contract, any remaining credits will be lost.

d) We utilise Idibu software to provide recruitment advertising services, in association with Candidate Source. Further information is listed in section 7 of Schedule A, "Sub-processors".

e) Please note SAMpeople Recruit does not accept any responsibility for any changes, or contractual amendments, for any third parties including any job boards or third party advertisers.

1.2 Featured Advertising:

This is purchased separately and will be added to your contract as an item.

a) As a service, Featured Advertising includes:

i) Professional copywriting of the Client's advert to manipulate job board search engines to ensure maximum exposure of the vacancy to relevant job seekers;

ii) Recommending which job boards should be used to deliver the best response;

iii) Publishing the Client's Advertisement for such period as agreed on a package of well-known mainstream job boards and a selection of the most appropriate niche job boards simultaneously.

b) The advert will be live for up to 28 days. The standard package includes posting to: CV-Library, Jobsite, Monster, Reed, Totaljobs. The vacancy will also appear on any partners or affiliates of the above job boards, a full list can be found on <https://www.candidatesource.uk.com/job-boards>

c) The advert must be supplied in the correct format, as per our onboarding document.

d) Once authorised, the job boards can take up to 72 working hours to set up the account but once the account is live any future adverts will be actioned within the SLA from Candidate Source of 4 working hours.

e) "Posting Credit" or "Pay Per Post (PPP) credit" means a credit used in the activity of posting, or reposting a Post/Advert. A Posting Credit as defined in 1.2a above is used/ deducted upon the queuing of any number of Posts/Adverts. For example:

The Customer may post their advert to a single job board = 1 PPP credit used

The Customer may post their advert to 10 job boards simultaneously = 1 PPP credit used

The Customer may repost an existing advert = 1 PPP credit used

For the avoidance of doubt, the deletion of adverts/posts does not consume any PPP credits.

Credits can be requested via our online shop on our website sampeople.co.uk/shop/. Credits will be uploaded onto the Customer's FACE-Ed Account for use. A summary of remaining credits can be seen in the Customer's FACE-Ed Account.

f) Credits are valid for the length of time the Customer uses FACE-Ed. Upon termination of a FACE-Ed contract, any remaining credits will be lost.

g) We utilise Idibu software to provide recruitment advertising services, in association

with Candidate Source. Further information is listed in section 7 of Schedule A, "Sub-processors".

h) When you the Customer purchase this service you agree to provide FACE-Ed with name and email and login credentials for your advertising sites.

i) Please note FACE-Ed does not accept any responsibility for any changes, or contractual amendments, for any third parties including any job boards or third party advertisers.

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