

Access Education People

Additional Terms

Mandatory Additional Terms from Our Third Party Provider (Eteach)

The following third party terms shall apply to use of Eteach ATS (as incorporated into the Access Product) by You or Your Permitted Users: available in Appendix 6

Additional Applicable Licensing Terms

The Additional Terms applicable to this Access Product are available in Appendix 1.

Appendix 1 - Access UK SaaS Licensing Terms and Conditions

Reference: AUK2026-2

Date: 21/08/2026

Applicable Products: All Access SaaS Products as specified in the Agreement

These Licensing Terms and Conditions form part of the Agreement between Access UK Ltd (“Access”) and the licensor (“Customer”) for the provision of the Licenced SaaS.

1. DEFINITIONS

"Agreement" means the contract, framework call-off, purchase order, or other contractual instrument pursuant to which the Customer has procured the Licenced SaaS, including any associated statement of work or order form.

"Authorised Users" means those employees or individual contractors of the Customer who are permitted to access and use the Licenced SaaS in accordance with the Agreement.

"Critical Upgrade" has the meaning given in clause 9.1 of these Licencing Terms.

"Customer Data" means any data, content, or materials uploaded to, processed by, or otherwise made available via the Licenced SaaS by the Customer or its Authorised Users.

"Documentation" means the user guides, technical documentation, online help materials, and other supporting materials provided by Access relating to the Licenced SaaS, as updated from time to time.

"Fees" means the fees payable by the Customer for the Licenced SaaS as set out in the Agreement.

"Intellectual Property Rights" means all intellectual and industrial property rights including patents, trademarks, rights in designs, copyright (including rights in software), database rights, know-how, and all other forms of intellectual property protection, whether registered or unregistered, and including applications for registration, anywhere in the world.

"Licenced SaaS" means the Access proprietary software-as-a-service products specified in the Agreement, including all updates, modifications, and new versions made generally available by Access during the term of the Agreement.

"Permitted Configuration" means configuration of the Licenced SaaS using only the tools, methods, and parameters expressly specified in the Documentation.

"SaaS SLA" means the service level agreement applicable to the Licenced SaaS as notified by Access from time to time.

"Thresholds" means any usage restrictions or volume limits applicable to the Licenced SaaS as specified in the Agreement.

2. LICENCE

2.1. In consideration of and conditional upon payment of the Fees in accordance with the Agreement, Access grants the Customer a non-exclusive, non-transferable, revocable right, without the right to sublicense, to access and use the Licenced SaaS solely for the Customer's internal business purposes. Such right commences on the date the Licenced SaaS is made available to the Customer and continues for the duration of the Agreement's term.

2.2. The Customer shall use the Licenced SaaS only in accordance with the usage parameters and restrictions specified in the Agreement and the Documentation.

2.3. Access reserves the right to add, modify, and discontinue features of the Licenced SaaS at any time. In relation to any material feature changes, Access will use commercially reasonable efforts to provide reasonable advance notice, except where changes are required to address security vulnerabilities, legal or regulatory compliance obligations, or are otherwise economically or technically necessary.

2.4. Access reserves the right, at its reasonable discretion, to monitor, audit, and review the Customer's use of the Licenced SaaS (including by remote access to usage data and logs) to assess whether the Customer's use exceeds any applicable Thresholds or otherwise falls outside the scope of the licence granted under clause 2.1.

2.5. In the event that the Customer's use of the Licenced SaaS exceeds any applicable Threshold, Access reserves the right to invoice the Customer for the excess usage at Access's prevailing rates, and to adjust the applicable Threshold and associated Fees for the following subscription period accordingly.

2.6. Access shall supply the Licenced SaaS in accordance with the SaaS SLA (available in Appendix 5) applicable at the Effective Date of the Agreement, as updated from time to time. For the avoidance of doubt, the SaaS SLA relates to the Access Education People component of the Licenced SaaS. The scope of the managed payroll and pension services comprising the Payroll component of the Licenced SaaS is set out in the Access Payroll Service Definition (available in Appendix 7), and the performance of the Payroll component of the Licenced SaaS is measured in accordance with the Payroll SLA (available in Appendix 8).

3. RESTRICTIONS ON USE

3.1. The Customer shall not, and shall ensure that its Authorised Users and any third parties shall not:

- (a) modify, adapt, or create derivative works of the Licenced SaaS, except through Permitted Configuration;
- (b) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code, algorithms, or underlying logic of the Licenced SaaS, except to the extent such restriction is prohibited by applicable law;
- (c) copy, reproduce, or make the Licenced SaaS available in any manner not expressly permitted by these Licencing Terms or the Agreement;
- (d) remove, obscure, or alter any proprietary notices, branding, or copyright markings on or within the Licenced SaaS or Documentation
- (e) use the Licenced SaaS to build, develop, or support a product or service that competes with the Licenced SaaS or any other Access product;
- (f) directly access, modify, delete, or otherwise manipulate data in any underlying database of the Licenced SaaS except through the user interface or documented APIs;
- (g) circumvent, disable, or otherwise interfere with any security features, access controls, licence enforcement mechanisms, or usage monitoring capabilities embedded in or associated with the Licenced SaaS;
- (h) use the Licenced SaaS in violation of applicable laws or regulations, including data protection legislation;
- (i) conduct or permit penetration testing, vulnerability scanning, or security assessments on the Licenced SaaS or associated infrastructure without Access's prior written consent; or
- (j) upload or introduce any virus, malware, or other harmful code into the Licenced SaaS or any associated infrastructure.

4. AUTHORISED USERS AND ACCESS CREDENTIALS

4.1. The Customer shall ensure that access to the Licenced SaaS is limited to Authorised Users only. The number of Authorised Users shall not exceed any user limit specified in the Agreement.

4.2. The Customer shall ensure the security and confidentiality of all access credentials (including usernames, passwords, and any other authentication mechanisms) assigned to or created by the Customer or its Authorised Users. The Customer shall be solely responsible for all activities carried out under such credentials.

4.3. Where multi-factor authentication ("MFA") is available for the Licenced SaaS, the Customer shall ensure that MFA is enabled for all Authorised Users in accordance with Access's recommendations.

4.4. The Customer shall promptly notify Access upon becoming aware of any actual or suspected unauthorised access to or use of the Licenced SaaS or any compromise of access credentials.

4.5. The Customer shall designate a named system administrator responsible for managing Authorised User access and for acting as the primary point of contact with Access in relation to the Licenced SaaS.

5. THIRD PARTY ACCESS

5.1. Unless the Agreement explicitly provides otherwise, the Customer shall not share or make available the Licenced SaaS to any third party without Access's prior written consent.

5.2. Where Access consents to third party access under clause 5.1, the Customer may permit access to the Licenced SaaS to: (i) its group companies; (ii) third party service providers acting on the Customer's behalf under a written agreement that imposes obligations no less protective than those in these Licencing Terms; or (iii) such other third parties as are expressly identified in the Agreement. The Customer shall notify Access of any such arrangements and shall remain fully responsible for such third parties' compliance with these Licencing Terms.

6. INTELLECTUAL PROPERTY

6.1. Access and its licensors retain all right, title, and interest in and to the Licenced SaaS, including all Intellectual Property Rights therein. This includes all updates, enhancements, modifications, configurations, customisations, derivative works, and any other changes to the Licenced SaaS, whether made by Access, the Customer, or any third party. No Intellectual Property Rights are transferred to the Customer by these Licencing Terms or the Agreement.

7. CONFIGURATION

7.1. The Customer may configure the Licenced SaaS to the extent, and in the manner, specified in the Documentation and the Agreement as Permitted Configuration. Access may provide configuration assistance as Consulting Services under the Agreement.

7.2. The Customer is responsible for the accuracy, completeness, and appropriateness of any configuration it undertakes. Access's support obligations do not extend to defects, errors, or issues arising from configuration choices that are inconsistent with the Documentation or Access's recommendations, or that have been performed by a third party not approved by Access.

8. CUSTOMER OBLIGATIONS

8.1. The Customer shall:

- (a) ensure that all Authorised Users are made aware of, and comply with, these Licencing Terms as a condition of their access;
- (b) implement and maintain appropriate technical and organisational security measures to protect the Licenced SaaS and Customer Data against unauthorised access, loss, or disclosure;
- (c) promptly notify Access of any security breach, data loss, or unauthorised access affecting the Licenced SaaS or any Customer Data processed within it; and
- (d) maintain accurate records of Authorised User numbers and usage, and cooperate fully with any compliance audit conducted by Access in accordance with clause 2.4.

9. CRITICAL UPGRADES

9.1. The Customer acknowledges that Access may deploy updates to the Licenced SaaS from time to time to reflect improvements to functionality, security, safety, and regulatory compliance. Access will use commercially reasonable efforts to minimise disruption to the Customer's use of the Licenced SaaS in connection with such updates. The Customer acknowledges that certain updates may be designated by Access, acting reasonably, as critical to the security or functionality of the Licenced SaaS and/or the protection of personal data processed therein ("Critical Upgrade").

9.2. If the Customer fails to implement a Critical Upgrade within the specified timeframe, the Customer acknowledges this may result in:

- (a) limited technical support availability for the affected Licenced SaaS; and
- (b) increased exposure to security risks and potential regulatory non-compliance.

10. AI Features

10.1. Where any Licensed Program includes functionality that uses machine learning or other artificial intelligence ("AI Features"), the Customer's use of those AI Features is additionally subject to the AI Terms incorporated by reference into the Schedule.

10.2. The Customer's use of the Licensed Programs generally (including but not limited to any AI Features) is subject to the Acceptable Use Policy incorporated by reference into the Schedule.

10.3. Where the Customer is licensed to use agentic AI functionality referred to in clause 2 of Schedule 1, such use shall also be subject to the AI Fair Use Policy, which is incorporated into this Schedule by reference.

10.4. The Schedule is incorporated into, and forms part of, these Licencing Terms. As between the Schedule and the rest of these Licencing Terms, the Schedule shall prevail in relation to AI Features to the extent of any conflict; in all other respects, Clause 11.1 governs precedence as between these Licencing Terms and the Agreement.

10.5. Terms used in the Schedule and not defined in these Licencing Terms take the meaning given to them in the Schedule. Unless the context in the Schedule requires otherwise: “Products and Services” means the Licensed Programs; the “Agreement” mean these Licencing Terms and the wider Agreement of which they form part; and “you”, “your”, “we”, “us” and “our” correspond respectively to the Customer and Access as those terms are used in these Licencing Terms.

10.6. The AI Terms, Acceptable Use Policy and AI Fair Use Policy are incorporated by reference to the versions Access publishes at the URLs in the Schedule.

11. GENERAL

11.1. These Licencing Terms shall apply for the duration of the Agreement and shall terminate automatically on expiry or termination of the Agreement.

11.2. These Licencing Terms and Conditions are incorporated into the Agreement. In the event of conflict, these Licencing Terms and Conditions prevail.

SCHEDULE 1

AI Terms, Acceptable Use Policy and AI Fair Use Policy

This Schedule sets out how the AI Terms, the Acceptable Use Policy and the AI Fair Use Policy referred to in Clause 10 of these Licencing Terms apply to the Licensed Programs. Defined terms used in this Schedule and not otherwise defined below are to be interpreted in accordance with Clause 10.5 above.

1. Incorporation by Reference

The following policies, in the form published by Access at the addresses below (as amended by Access from time to time in accordance with their own terms), are incorporated by reference into, and form part of, these Licencing Terms:

- A. AI Terms (available in Appendix 2)
- B. Acceptable Use Policy (available in Appendix 3)
- C. AI Fair Use Policy (available in Appendix 4)

2. Conflict

Where the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy conflict with the rest of these Licensing Terms in relation to AI Features, the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy (as applicable) shall prevail.

3. AI Fair Use Policy — Agentic AI Tier

The AI Fair Use Policy forms part of the AI Terms and, through the AI Terms, the Agreement. Where the AI Fair Use Policy and the AI Terms address the same subject matter for Agentic AI Tier customers, the AI Fair Use Policy is intended to apply as the more specific provision. For the avoidance of doubt, the Agentic AI Tier applies only where the Customer is expressly licensed to use agentic AI functionality; it does not apply where a product includes or incorporates AI functionality generally.

Appendix 2 - AI Terms

Capitalised terms used but not defined in these AI Terms have the meaning given in the Core Terms.

These Artificial Intelligence Terms (“AI Terms”) sets out terms and conditions for the use of functionality within Our Products and Services that uses machine learning or other artificial intelligence (collectively, “AI Features”). In these AI Terms, “we,” “us,” and “our” refer to The Access Group, and “you” and “your” refer to the individual or entity using the AI Products and Services.

“AI Products and Services” means the AI Features and the Products and Services they form part of or are made available through.

By using the AI Features, you acknowledge that you have read, understood, and agree to comply with the AI Terms. You are also responsible for any breaches of the AI Terms by third parties who access the AI Features through you or your account(s) with us.

The AI Terms is incorporated into the Core Terms or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of the AI Products and Services (as applicable, the “Agreement”).

1. BACKGROUND; RELATIONSHIP WITH AGREEMENT

1.1 Nature of AI Features - AI Features are integrated into certain Products and Services. Some AI Features are integrated by default, while others may be available for you to use at your discretion. New AI Features may be added, and existing AI Features may be modified or discontinued at any time, provided that we will give you reasonable prior notice before any discontinuance and the overall functionality of the AI Products and Services will not be materially decreased unless required by applicable law.

1.2 Conflicts - These AI Terms apply to all use of AI Features. In the event of any conflict between the AI Terms and the rest of the Agreement, these AI Terms shall govern and control with respect to the AI Features.

2. YOUR DATA

2.1 Ownership - The AI Features may allow you to submit, upload, transmit or otherwise make available files, instructions, questions, or other data inputs (“Inputs”), from which the AI Features may generate summaries, analyses, insights or other data outputs (“Outputs”, and together with Inputs, “Customer Data”), or take autonomous actions (“Actions”). For clarity, (a) Actions may result in Outputs, but Actions are not themselves Outputs (for example, if you direct an AI Feature to create a research report, the research and other steps taken to create the report are Actions and the report itself

is Output); and (b) Customer Data does not include any of our content, data or other background intellectual property (such as our platform and our branding) or any Configured Assets (as defined at clause 2.2).

You retain all right, title and interest, including all intellectual property rights, in and to the Customer Data, and we hereby assign to you all right, title, and interest we have, if any, in and to Customer Data. Our rights to use the Customer Data are limited to those expressly set out in the AI Terms or elsewhere in the Agreement.

For the avoidance of doubt, where any Input also falls within the definition of Customer Content in the Core Terms, the licence granted at clause 7.2 of the Core Terms does not apply to it and it is instead licensed to us under clause 2.3; in all other respects the Core Terms continue to apply to it.

2.2 Configured Assets - Certain AI Features (including, without limitation, Evo Builder, Evo Assistants and Evo Workflow) allow you to design, configure, build or generate applications, conversational or autonomous agents, automated workflows, and the associated configurations, definitions, logic and source or object code (collectively, "Configured Assets"). Configured Assets are not Outputs or Customer Data.

You acknowledge that Configured Assets, by their nature: (a) inherit, incorporate and depend upon the attributes, components, design system, libraries and other functionality of Products and Services; (b) are designed to interoperate with, and may incorporate, expose or call upon, our other products, gateways, connectors and background intellectual property; and (c) are built to operate on, and function only within, our platform and the Products and Services.

Accordingly, as between you and us, we own all right, title and interest, including all intellectual property rights, in and to the Configured Assets, and you hereby assign to us all such right, title and interest you may have in them. This clause 2.2 does not affect your ownership of (i) Inputs you supply to a Configured Asset, or (ii) any Output a Configured Asset generates when run, each of which remains Customer Data and is dealt with under clause 2.1.

We grant You (and Your Permitted Users) a non-exclusive, non-transferable, non-sublicensable right and licence to access and use the Configured Assets you create, within the AI Products and Services and for your internal business purposes, for the term of the Agreement. This licence ends on expiry or termination of the Agreement or the relevant AI Products and Services. Nothing in this clause restricts our right to develop, modify, commercialise or build upon the Configured Assets or any part of them.

2.3 Licence - You grant us a non-exclusive right and licence to store, reproduce, transmit, process, modify and otherwise use Customer Data solely to:

- i - provide, operate, maintain and support the AI Features, for you;
- ii - monitor for, prevent and address technical, security, safety, compliance and fraud issues; and
- iii - where necessary, comply with applicable law and enforce the Agreement.

2.4 No Training - We will not use Customer Data to train or fine-tune any large language models or other generative artificial intelligence models, or permit it to be used for such purposes by third parties (including Model Providers, as defined below), except with your express prior permission.

2.5 Your Warranty - You represent and warrant that (a) you have all necessary rights, licences and permissions to provide any Input you provide to us and to grant us the right and licence granted at clause 2.3; (b) your Inputs are accurate and complete; and (c) your Inputs, and our use of them in accordance with these AI Terms, will not breach any applicable law or infringe the intellectual property, privacy, or publicity rights of any third party. You will indemnify us against any claim, loss, cost or liability arising from breach of these warranties. You are solely responsible and liable for your Inputs.

2.6 Model Providers - The models underlying certain AI Features are provided by third parties ("Model Providers"). You acknowledge and agree that when you use the AI Features, we may submit Customer Data to Model Providers, subject to the security, privacy and confidentiality commitments we make to you under the Agreement. More information about our Model Providers is available in the relevant Product Fact Sheet(s).

3. AI LIMITATIONS AND REQUIREMENTS

3.1 AI Feature Availability - The AI Features depend on models, services and infrastructure provided by Model Providers and other third parties, the availability and performance of which are outside our control and are governed by those third parties' own service levels, which differ between providers and service types and may change.

Accordingly, and notwithstanding anything to the contrary in the Agreement: (a) any service level, availability, uptime or support commitment in the Agreement that applies to the Products or Services generally does not apply to the AI Features; (b) we make no representation, warranty or commitment as to the availability, uptime, response time or performance of the AI Features, which are provided on an "as available" basis; and (c) the AI Features may be unavailable, suspended, throttled, degraded or interrupted, in whole or in part, including as a result of acts or omissions of Model Providers or other third parties, without liability to You.

3.2 Limitations of AI

You acknowledge that:

- i - artificial intelligence and machine learning technologies have inherent technical limitations;
- ii - Outputs may contain inaccuracies, biases, omissions or errors, may be incomplete or misleading, and may not reflect current legal, regulatory or industry standards;
- iii - Outputs are not reviewed by us and do not reflect our views or opinions;
- iv - Outputs may not be unique, and the AI Features may generate similar outputs for other users;
- v - the legal status of artificial intelligence-generated content is uncertain, and Outputs may not be subject to protection under intellectual property law;
- vi - Outputs should not be relied upon as factual information, compliance guidance or advice of any kind;
- vii - AI Features may be susceptible to security threats, including but not limited to prompt injection attacks, and should be actively monitored by you when in use; and
- viii - for clarity, all of the disclaimers and limitations in the Agreement that apply to Products and Services generally also apply to the AI Features and Outputs.

3.3 Your Responsibilities

- i - We offer no warranties with respect to the AI Features, Outputs and Actions, and you are solely responsible for:
- ii - determining whether and how AI Features should be used for your intended purpose;
- iii - reviewing all Outputs and ensuring they are suitable, relevant and accurate for your requirements prior to use or reliance, and discarding inappropriate or unsuitable Outputs;
- iv - ensuring that Outputs comply with applicable laws, regulations, professional and contractual obligations and industry standards (as relevant to your use case);
- v - any decisions, actions or omissions taken based upon Outputs;
- vi - exercising appropriate oversight to avoid undesired Actions; and
- vii - consequences of Actions taken by AI Features either as configured by you or otherwise in response to your Input. For clarity, all Actions taken by AI Features are deemed to be taken by you and not by us, and you accept full responsibility for such Actions.

4. ACCEPTABLE USE POLICY

Use of the AI Features, like all Products and Services, requires compliance with our Acceptable Use Policy, available at <https://www.theaccessgroup.com/en-gb/legal->

hub/acceptable-use-policy-1/ (“AUP”), which is designed to ensure safe, lawful and responsible use of our Products and Services, prohibit activities such as cybercrime and hate speech, and require compliance with applicable laws.

You agree to always comply with the AUP when using the AI Features, and you agree that any violation of the AUP that causes damage or loss to us will not be subject to any liability limitations or exclusions under the Agreement.

Further, to the extent our AUP requires you to comply with the usage policies of our partners or other third parties, and your breach of those policies causes claims or other actions against us, you agree to indemnify, defend us, and hold us harmless, against such claims and other actions.

5. FEES

Use of the AI Features is subject to the fees set out at <https://www.theaccessgroup.com/en-gb/legal-hub/ai-pricing/> (as may be updated from time to time) (“AI Fees”), which you hereby agree to pay when due. Without limitation of such payment obligations, you hereby authorise us to automatically charge AI Fees using any payment card information, bank account, or other payment information provided to us by you.

For clarity, AI Fees are usage-based and are separate from, and additional to, fees for other aspects of the Products and Services, including any recurring subscription fees, and are non-refundable. You are responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the AI Fees, other than taxes based on our income.

6. USAGE DATA

“Usage Data” means data and information collected, generated, or derived from your use of the AI Features, including but not limited to metadata, analytics, performance metrics, and other data that does not include Customer Data or personal information or is anonymised and/or aggregated so that it does not identify you or any individual user. For clarity, Usage Data is not Customer Data.

Without limitation of our privacy, security, and confidentiality commitments under the Agreement, we may collect, analyse, and utilise Usage Data for any lawful purpose (e.g., to assess the relative popularity of features within the AI Features or identify other usage trends).

7. OUR RIGHTS AND REMEDIES

Failure to use the AI Features in accordance with these AI Terms is a violation of the Agreement and may result in immediate suspension of the applicable AI Features or other consequences as set out in the Agreement, including termination thereof.

Additionally, we (or the Model Providers) may limit the use of the AI Features through token limits, throttling, or other usage controls in our (or their) sole discretion, without liability to you, due to capacity limitations or if necessary to protect the security or functionality of the Products and Services or our (or their) systems, networks and other infrastructure.

8. MODIFICATIONS

We reserve the right to modify the AI Terms from time to time at our sole discretion, notwithstanding the clause 10.2 of the Core Terms; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you.

We will notify you of any such modifications either via email or by posting a revised copy of these AI Terms on our website. Your continued use of the AI Features following the posting or notice of any changes will mean you accept those changes.

Appendix 3 - Acceptable Use Policy

Capitalised terms used but not defined in this Acceptable Use Policy have the meaning given in the Core Terms.

This Acceptable Use Policy (the “Policy”) sets out rules and requirements for lawful, safe and responsible use of Our Products and Services, including AI Features. By using our Products and Services, you acknowledge that you have read, understood, and agree to comply with this Policy. You are also responsible for any breaches of this Policy by third parties who access the Products and Services through you or your account(s) with us.

Please note that this Policy is incorporated into the terms and conditions or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of our Products and Services (as applicable, the “Agreement”).

1. GENERAL

This Policy is designed to protect the Products and Services, our networks, infrastructure and other customers from improper, abusive, or illegal activity.

When using Our Products and Services, all users are expected to act in a reasonable and lawful manner, to adhere to commonly accepted industry practices and standards, and not to engage in any activity that causes or is likely to cause harm to individuals, groups, or the general public. The specific prohibited conduct listed below is for illustrative purposes and is not exhaustive.

2. ILLEGAL AND UNETHICAL ACTIVITY

You may not use the Products and Services, or permit Our Products and Services to be used, in any manner that breaches applicable law or regulation or that infringes or misappropriates our rights or the rights of any third party. Without limiting the foregoing, you may not use Our Products and Services to engage in, promote or facilitate activity that involves, or to create, retrieve, store, transmit or distribute content, information, data or other material that contains, as applicable:

2.1 Illegal Activity - breach of any applicable law or regulation (including, where applicable, any tariff, treaty, export control laws or other applicable legal requirements);

2.2 Hateful, Harassing, or Violent Material - hate speech or incitement to hatred against individuals or groups based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected characteristic; harassment, bullying, intimidation, or threats of violence against any person; or promotion or glorification of terrorism, violent extremism, or acts of mass violence;

2.3 Harmful or Abusive Material - child sexual abuse material (CSAM) or any material that exploits or endangers minors; material that is obscene, offensive, abusive, menacing, fraudulent, deceptive, or misleading, including phishing schemes or impersonation; or any material designed to facilitate human trafficking, exploitation, or other abuses;

2.4 Intellectual Property Infringement - infringement or misappropriation of the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

2.5 Cybercrime and Malicious Activity - viruses, worms, Trojans, ransomware, spyware, or any other malicious software or harmful components; or phishing, social engineering, or other fraudulent schemes;

2.6 Unauthorised Access and Interference - unauthorised access to, interference with, or compromising the normal functioning, operation, or security of, any network, system, account, computing facility, equipment, data, or information, whether ours or belonging to any third party (e.g., denial-of-service attacks); unauthorised probing, scanning, or testing the vulnerability of any network or system, or breaching any security or authentication measures; or interference with the ability of others to access or use the Services or the internet; or

2.7 Spoofing, Spam and Unsolicited Communications - forging of any TCP/IP packet header or any part of an email header or newsgroup posting; or sending of “spam” (i.e., a commercial email sent to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender). All electronic messages sent using the Services must include a valid reply-to address under your control; must not contain missing, malformed, or forged headers; must comply with all applicable laws governing electronic communications; and must allow recipients to opt out of receiving further communications, with any such opt-out request honoured promptly.

3. RESPECTING ACCESS, OUR PARTNERS AND OUR CUSTOMERS

When you use our Products and Services, you must not do so in a manner that harms us, our partners or our other customers. This means you may not:

3.1 Reverse Engineering and Competition - reverse engineer, decompile, disassemble, distill, jailbreak or subject to prompt injection, or otherwise attempt to derive the source code, algorithms, model weights, system prompts, training data, or underlying technology of the Services (or, in the case of AI Features (as defined below), cause them to take unauthorized actions or produce inappropriate output); use the Services, including material outputted by the Services, to develop or improve any technology, product or service that competes with us or with our partners (including, if you use the

AI Features, any technology, product or service that competes with the underlying artificial intelligence models); or systematically extract, collect, or harvest material outputted from the Services for the purpose of creating datasets, benchmarks, or derivative works;

3.2 Bots - Except as authorised by Us, you may not use software, devices, scripts, robots, AI agents, or any other means or processes (including browser plugins, add-ons, or other technology) that scrape, crawl, or otherwise extract data from our Products and Services; that access or use Our Products and Services automatically (including to send or redirect messages); or that circumvent any technical limitations or rate limits imposed on Our Products and Services;

3.3 Billing - attempt to circumvent or alter any method of measuring or billing for our Products and Services; or

3.4 Partner Usage Policies and Standards - breaches the usage policies of any of our partners involved in provision of Our Products and Services to you, or of any third-party networks that Our Products and Services enable you to access, in each case, where such policies have been communicated to you (including the acceptable usage policies of our partners identified in the relevant Product Fact Sheet(s)).

3.5 Fair Usage and Security - where you use our Products and Services that make use of shared networks, environments or other infrastructure (such as our cloud hosting Services), make excessive use of that infrastructure or engage in other use thereof that may degrade the performance, availability, or security of the shared environment for other customers; or fail to implement and maintain reasonable security measures on any systems or applications hosted on shared infrastructure, including timely application of security patches and updates.

4. MATERIAL ON THE INTERNET

We do not operate or control the information, services, opinions, or other material available on the internet. You agree that you shall make no claim against us relating to the material from the internet or respecting any information, product, service, or software ordered through or provided by virtue of the internet. We do not monitor or exercise editorial control over information passing over our networks and exclude all liability in respect of any transmission or reception of information of whatever kind, including the accuracy of its contents.

5. AI USE

The following additional terms apply where the Services include functionality that uses machine learning or other artificial intelligence (collectively, “AI Features”).

5.1 Prohibited AI Uses - You may not use the AI Features to engage in any activity or practice that is prohibited under any applicable law or regulation governing deployment

and/or use of artificial intelligence systems or services (an “AI Law”), such as (if applicable to you) the European Union’s AI Act (the “EU AI Act”).

5.2 High-Risk Use - You may not use the AI Features for any use cases deemed “high-risk” (or given a similar designation) by any applicable AI Law (including, if the EU AI Act is applicable to you, those use cases listed in Annex III thereof), including but not limited to those use cases that may affect the health, safety, rights, or freedoms of individuals, without our prior written approval; provided that any feature, product or service among the AI Features pre-designated by us as approved for high-risk use cases is pre-approved. For clarity, approval may be conditioned on additional guardrails and restrictions, and may be conditioned or withdrawn if legal or safety requirements change or are anticipated to change.

When engaging in an approved high-risk use case: (a) a qualified professional in the relevant field must supervise the use case, including by reviewing all material (including advice, decisions or recommendations) produced, or automated action proposed to be taken, by the AI Feature prior to dissemination, use or implementation; (b) you must disclose to individuals affected by the use case that you are using artificial intelligence to help produce your advice, decisions, or recommendations (as applicable); (c) you must maintain appropriate records of the use case, including inputs, outputs, automated actions and the nature of human review performed; and (d) you must promptly notify us of any incident arising from the use case that has or could reasonably be expected to have a material adverse effect on individuals or to give rise to a claim or other action against us.

For avoidance of doubt, you may not use the AI Features as a sole basis for decisions in high-stakes domains, including but not limited to medical, legal, financial, or safety-critical applications.

You acknowledge and agree that specific AI Features may have additional guardrails and restrictions related to high-risk use cases, and you agree that these guardrails and restrictions are deemed part of this Policy and that you are therefore required to comply with them upon notification to you.

5.3 Transparency and Disclosure - Where you use the AI Features to interact with persons outside of your organisation or to generate material that is presented to persons outside of your organisation, you are responsible for making appropriate disclosures regarding the AI-generated nature of such material where required by applicable law or where a reasonable person would expect such disclosure. You may not represent that outputs of the AI Features are human-made where doing so would be deceptive or misleading.

6. OUR RIGHTS AND REMEDIES

Failure to use Our Products and Services in accordance with this Policy is a breach of the Agreement and may result in immediate suspension of the applicable Services or other consequences as set out in the Agreement, including termination thereof.

We reserve the right to inspect your use of the Services and your compliance with this Policy, including by installing and using, or to requiring you to install and use, any appropriate devices or measures to detect or prevent breaches of this Policy, as well as devices designed to filter or terminate access to the Services.

7. REPORTING AND COOPERATION

If you become aware of any breach of this Policy by any person, including third parties who have accessed Our Products and Services through you, you shall inform us without undue delay. You shall cooperate with us and with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

8. MODIFICATIONS

We reserve the right to modify this Policy from time to time at our sole discretion; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you. We will notify you of any such modifications either via email or by posting a revised copy of this Policy on our website. Your continued use of Our Products and Services following the posting or notice of any changes will mean you accept those changes.

Appendix 4 - Fair Use Policy

Agentic AI Tier (Tier 2): Schedule to the Artificial Intelligence Terms

This AI Fair Use Policy (Policy) forms part of the Artificial Intelligence Terms and, through the AI Terms, the Agreement.

Where this Policy and the AI Terms address the same subject matter for Agentic AI tier customers, this Policy is intended to apply as the more specific provision.

1. PURPOSE

This Policy applies to customers on the Agentic AI tier at the fixed per-user-per-month (PUPM) rate referred to in the Fees section of the AI Terms and on the pricing page. It defines the usage parameters within which the PUPM rate applies and the consequences of exceeding them.

2. NORMAL BUSINESS USE

The PUPM fee covers agentic AI use by named individual users as part of their normal, day-to-day business activity. In practice, this means the kind of use expected from someone doing their job - not usage that, by reason of its volume or frequency, goes materially beyond what would be expected from an individual carrying out their normal working responsibilities or with how other users on the Agentic AI tier typically use the service. We monitor use at account level, and clause 5 explains how We may introduce or update specific usage thresholds over time.

3. WHAT THIS POLICY PROTECTS AGAINST

The guardrails in this Policy exist to:

- (a) prevent a small number of high-volume users degrading service for others;
- (b) protect the economic sustainability of the flat-rate model; and
- (c) prevent automated or bulk use that was not contemplated by the PUPM pricing.

They are not intended to restrict normal, good-faith business use.

4. EXCESS USE AND THROTTLING

Where Your aggregate consumption materially exceeds the parameters described in clause 2 in any calendar month:

- (a) We will notify You;
- (b) We may apply rate limiting or throttling to Your account pending agreement on additional capacity;

(c) We will offer an upgraded capacity tier or consumption supplement at Our then-current rates; and

(d) We will not charge retrospectively for excess use without Your prior written agreement.

Throttling will be applied at account level, smoothing individual user spikes across the account before any restriction is applied.

5. REVIEW OF PARAMETERS

We reserve the right to introduce, and subsequently update, specific usage parameters for the purposes of clause 2 on 30 days' notice.

Appendix 5 - SaaS Service Level Agreement

This SLA applies to the SaaS (or hosted Software, as applicable) and forms part of the Agreement. The service level that applies to Your subscription depends on Your jurisdiction; regional variations are set out in section 6. Where a capitalised word is used in these terms but is not defined here, it has the meaning given to it in the Core Terms.

1. Overview

1.1 This SLA is an availability service level agreement between You and Us for the SaaS (or hosted Software, as applicable).

2. Availability

2.1 We will use commercially reasonable efforts to make the SaaS available 24 hours a day (for at least 99.8% of the time per calendar year), seven days a week, except during emergency or routine maintenance. You acknowledge that Your access to the internet cannot be guaranteed, that We are not liable for deficiencies in Your own internet connections or equipment, and that We may take measures affecting accessibility to the SaaS where We consider it necessary for technical, maintenance, operational or security reasons.

2.2 You are responsible for ensuring Your internet connections, computer equipment and telephone solutions are compatible with the SaaS, and for any damage caused to them by anything You access or obtain using them. We are not liable for any losses You suffer as a result of such incompatibility or damage. You are responsible for all charges relating to Your internet connection, computer equipment and telephone service.

3. Monitoring

3.1 Monitoring operates on a 24/7/365 basis.

For Hosting Infrastructure Services, We use, as standard:

- (a) monitoring of application access and availability from multiple global locations (uptime, latency and availability of applications and URLs);
- (b) infrastructure monitoring across multiple platforms to ensure infrastructure runs within defined thresholds and within Our ITIL change process; and
- (c) proactive threat monitoring, with alerts and dashboards monitored in real time by security analysts and relevant threats escalated to Our technical team and, where appropriate, managed as Incidents.

4. Maintenance windows

4.1 We may take the SaaS offline for emergency maintenance and, where We do, will use reasonable endeavours to give You as much notice as reasonably possible. Routine maintenance (which may also require the SaaS to be taken offline) is carried out during scheduled windows for monthly maintenance, patching, upgrades and infrastructure changes. These interruptions are scheduled for the third Wednesday of every month (see the regional times in section 6).

4.2 Updates and upgrades are performed at Our discretion. We will give You at least one week's notice of all planned upgrades.

5. Backups and disaster recovery

5.1 All servers used to provide the SaaS are subject to Our current backup and recovery procedures. Backups are stored on disk within a multi-tenancy data vault at Our DR data centre and are encrypted; backup retention is 90 days; virtual machine images are kept for 7 days using Veeam (backed up once a day, seven days a week); and SQL backups are transactional (taken every 15 minutes) and full daily, regardless of user activity.

5.2 Disaster recovery uses the following terms: RTO (Recovery Time Objective) is the targeted time within which the Access solution must be restored after a disaster; RPO (Recovery Point Objective) is the maximum targeted period for which data might be lost due to a major incident; and the Maximum Restore Period is the maximum period to complete a database restore on a Customer's production or non-production environment (see the regional figures in section 6).

6. Regional variations

Parameter	UK / EMEA	APAC
Monthly maintenance window (third Wednesday)	2200-0400 GMT	2200-0100 AEST/AEDT
VM image backup time	2300 UTC daily	2300 AEST/AEDT daily
Disaster recovery - RTO	12 hours	24 hours
Disaster recovery - RPO	15 minutes	1 hour
Maximum Restore Period (Production)	90 days	90 days
Maximum Restore Period (Non-Production)	15 days	15 days

Appendix 6 - Eteach End User Licence Agreement (EULA)

This Eteach EULA sets forth below, acceptable practices while using the Eteach products and services. You acknowledge that You will be responsible for violations of this EULA by third parties that have gained access to the products and services through You. By using these products and services, You acknowledge that You have read, understood, and agree to abide by this EULA. Unless the context otherwise requires or there is express wording to define otherwise within this Eteach EULA, the words and expressions used herein will have definitions ascribed to them within the Access Group Standard Terms and Conditions. For the purpose of this Eteach EULA, the following terms shall be assigned the following definitions:

"Advertising Agency" means a company who advertises Vacancies on the Website on behalf of a third party".

"Advertising Services" means services selected by You and indicated in the Sales Order, which provide a mechanism whereby You may manage their Vacancies and Candidates.

"Agreement" means these terms and conditions of business including any Sales Order, schedule or annexure to them and any document referred to in them.

"Applicant" means a Candidate who has applied for a position either electronically via the Website, or by other means, having seen the Vacancy on the Website. "Applicants" shall be construed accordingly.

"Candidate" is an individual that is registered in the Eteach database. "Candidates" shall be construed accordingly".

"Your Section of the Website" means the section(s) of the Website containing the information relating to Your Vacancies, advertisements, recruitment and services.

"Commencement Date" means the date when the Services are available to You as indicated on the Sales Order.

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in design, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for an be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Material" means text, graphics, images, sound, video or any combination thereof.

"Permanent Vacancy" means a vacancy not restricted by a fixed or short-term contract where the successful Candidate will be employed by the end user of the Advertising Services.

"Recruitment Agency" means an employment agency or employment business (as defined in the Employment Agencies Act 1973) as amended from time to time.

"Sales Order" means the written order for Services, stating the agreed Service Fee, the Commencement Date, the Expiry Date and the Services You are authorised to use that has been either duly signed and agreed by both parties or has been accepted in writing by You and Eteach.

"Services" means the Advertising Services and / or Talent Pool Services selected by You and indicated in the Sales Order.

"Service Fee" means the subscription fee for the Services payable by You as set out in the Sales Order.

"Talent Pool Services" means the services selected by You and indicated in the Sales Order, which provide a mechanism whereby You are provided with restricted access to Candidates for the purposes of filling Vacancies exclusively in Your organisation.

"Temporary Vacancies" means a known or stated fixed or short-term Vacancy where the Candidate will be paid and employed by the end user of the Advertising Services.

"Vacancy" means a current employment position within You and "Vacancies" shall be construed accordingly.

"Website" means any website owned or operated by Eteach, including but not limited to www.eteach.com, FEjobs.com, www.schoolrecruiter.com, www.surreyschools.com, www.teachinlondon.net and any subdirectories and/or sub-domains thereof.

1. Website Content

1.1 You recognise and accepts that it bears sole responsibility for checking the accuracy and content of all Material on the Your Section of the Website and for any Material or other information provided to Eteach. For the avoidance of doubt, this clause shall apply to all Material, whether posted on Your Section of the Website by You, or on Your behalf by another person (whether Eteach or a third party).

1.2 Eteach agrees that upon written notice from You of any inaccuracies in the Material it will use reasonable efforts to rectify the inaccuracies provided always that the correct information is provided to Eteach by You.

1.3 You warrant, represent and undertake that:

(a) none of the Material appearing on Your Section of the Website will be obscene, indecent, defamatory, illegal, illicit, infringing of third party rights (of whatever nature and including, without limitation, any Intellectual Property Rights) or otherwise unlawful under any jurisdiction from which the Website may be accessed;

(b) none of the Material appearing on Your Section of the Website will be in breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);

(c) in respect of a Recruitment Agency only, none of the Material appearing on Your Section of the Website will be in breach of the Employment Agencies Act 1973, as amended from time to time;

(d) none of the Material appearing on Your Section of the Website will harm the reputation of Eteach in any way;

(e) it either it has sole ownership of all Intellectual Property Rights in Material appearing on Your Section of the Website and/or it has obtained and will maintain during the course of this Agreement full and effective licence(s) from all relevant third parties allowing You to use relevant Material and to permit its dissemination worldwide by Eteach hereunder;

(f) it will ensure and satisfy itself as to the accuracy, integrity, validity and completeness of any data or other Material, which it provides to Eteach;

(g) the content of an advertisement posted or submitted by You to be advertised on the Website is fully compliant with the Equality Act 2010 as amended from time to time.

1.4 Eteach shall retain the right at all times to amend, modify or suspend the Website (or any part thereof) from time to time including without limitation refusal to provide the Service or any part thereof, refusal to post any Material (where You request its posting) and to suspend availability of Your Section of the Website, place a prominent notice on Your Section of the Website where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the Website to another website containing the alleged's version of events and/or to remove any Material already appearing on Your Section of the Website which may, in the opinion of Eteach not be in compliance with any of the provisions of Clauses 1.3.

1.5 Eteach's rights under Clause 1.4 above shall be without prejudice to the sole responsibility of You for content of Material and Your Section of the Website under Clause 1.1. Posting of Material by Eteach on the Website shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of any breach of Your obligations under this Agreement.

1.6 You acknowledge that it is not vested with any proprietary rights in respect of the Services, or any Candidate or other information submitted.

2. Your Obligations

2.1 You undertake:

2.1.1 not to embark on any course of action, whether by use of the Website or any other means, which may cause a disproportionate level of Website activity without providing at least seven day's prior notice in writing to Eteach;

2.1.2 to indemnify and keep Eteach fully and effectively indemnified against all costs, claims, damages, loss, expenses and liabilities incurred by Eteach arising out of Your use of information on Candidates and any breach of its obligations under this Agreement;

2.1.3 that all Permanent Vacancies You display on the Website will relate to actual live Permanent Vacancies and that no Permanent Vacancies displayed on the Website will be stock or generic job descriptions aimed at attracting Candidates. Subject to clause 2.2, such Permanent Vacancies shall contain either the name of the relevant employer or a unique reference code relating to that employer in the text of the advertisement of the Permanent Vacancy;

2.1.4 that if You display any stock or generic job descriptions aimed at attracting Candidates for Temporary Vacancies on the Website, they must be identified clearly as temporary positions at the time of the Temporary Vacancy being advertised on the Website. For the avoidance of doubt, You acknowledge and agrees that ongoing supply work is not deemed to be a Permanent Vacancy;

2.1.5 if any information added by You include a link to another website, it is the responsibility of You to maintain such link to the website and to ensure the material being linked to on such website does not breach the terms and conditions of this Agreement.

2.2 You agree where they are a Recruitment Agency, that any Permanent Vacancies or Temporary Vacancies shall not contain either the name of the employer or a unique reference code relating to that employer in any Vacancies they advertise on the Website.

2.3 You undertake to check all information and Material submitted to Eteach in relation hereto for inclusion in Your Section of the Website or otherwise before submission and accepts that Eteach may refuse to process or post such information and Material if Eteach deems it to be offensive or inappropriate.

3. Limitation

3.1 You acknowledge that Vacancies that You post on the Website may also appear on third party recruitment websites pursuant to agreements from time to time between Eteach and such other third parties.

4. General

4.1 Nothing in this Agreement allows for a Recruitment Agency to resell any Services to a 3rd party or enable any reselling via any party affiliated to it, any reselling of any Services by a Recruitment Agency is expressly forbidden. We reserve the right to charge a surcharge to any Recruitment Agency that breaches this clause 4.1.

Appendix 7 - Access Payroll Service Definition

Our payroll service team is a specialised and engaged extension to your school or Trust. We will work closely with you to provide an efficient, flexible, secure, and reliable service which is delivered by a dedicated and qualified payroll professional. Your payroll will be set up within our secure platform using all your existing rules and procedures. We will complete a full scoping exercise as part of the implementation, providing expert advice and best practice ensuring that efficiencies are gained immediately. You will be allocated a dedicated payroll executive providing a personalised service, reporting to a team leader and into our Head of Payroll Services. They will work with you to ensure your payroll is accurate and compliant at all times. All calls are answered in person and we support several communication routes such as telephone, email, and the online portal (Collaborate). Using our HR system, Access Education People, enables a seamless and secure flow of accurate data through to our Payroll Services team, who complete the processing for you. You can get back to focusing on strategic objectives, as the Access Payroll Services (APS) team ensures that all payments and deductions are processed correctly and in line with localised legislation. Rather than just processing the information you've entered; your payroll would be subject to a quality monitoring check each month before your pre-commit / control reports are issued to you. During this check your dedicated Payroll Executive will complete a Net-to-Net comparison versus last month, investigate and explain / detail why there are differences. This process helps highlight any user errors on the customer side.

Key

✓ = Standard service

C = Chargeable option

Managed Payroll Service Definition

Task	Access	Customer	Comment
Statutory Compliance			
Maintenance of statutory payroll tables	✓		
Maintenance of other payroll background tables	✓		
Agree Annual Processing Timetable	✓	✓	
System Administration			
New Pay / Deduction / Flex / Pension elements	C		Scoped via change control
Data Input			
Input of starters and leavers		✓	
Input permanent data changes		✓	
Input temporary data		✓	
Import all data changes	✓		
Input annual pay review data		✓	
Pay Review - Back pay calculations (bulk and individual) (within current tax year or as payslip history allows)	✓	✓	
Split Costing (employee costings across multi cost centres)	✓	✓	
Input absences		✓	
Calculate statutory payments	✓		Based on statutory rules and absence history in the system

Calculate occupational payments	✓		Based on Occupational rules being applied and absence history in the system
Calculate Alabaster	✓		
Produce Parental leave schedules	C		
Calculate redundancy payments		✓	
Process redundancy payments	✓		Authorised amounts instructed by customer
After leaving payments – additional via supplementary run	C		
Processing			
Process in month HMRC / IRS /Country specific files	✓		
Processing Attachments and other documents	✓		Information provided by customer/HMRC
Carry out standard exception checks	✓		
Produce payroll check reports	✓		
Process late data	C		Following second run of payroll reports
Gross To Net Process	✓		
Supplementary run	C		May include additional tasks such as payslip generation and BACS/SEPA

Authorise payroll		✓	Customer authorisation of BACS/SEPA payments are required
Create & Submit authorised BACS/SEPA for Employees, HMRC / IRS / Country specific files	✓		
Upload BACS/SEPA confirmation to Workspace	✓		
Check BACS/SEPA confirmation for name, date, value		✓	
Create & Submit other 3rd party BACS/SEPA	C	✓	
Net Pay calculations	C		
Reconcile statutory month end figures	✓		
Terminate period and roll payroll forward	✓		
Produce electronic payslips	✓		
Produce P45s / Country specific documents	✓		
Produce statement of earnings	C		
BACS Payments			
Scheduled employee payments & period HMRC / IRS / Country specific payment	✓		
Collect and verify BACS input, ARUCS, AWACS reports		✓	
Monitor of file and transaction account limits		✓	

Check confirmations for correct name, pay date once uploaded and feedback any queries or changes		✓	
Scheduled 3rd party payments	C	✓	BACS/SEPA files incur £50 charge per TPP
Reporting			
Produce standard monthly payroll reports	✓		
Produce report for standard 3rd party payments	✓		Standard system reports only
Year End			
Balance Year End figures to HMRC / IRS / Country specific payments made	✓		
Process Year End and P60s / Country specific documents	✓		
Produce P60s / Country specific documents	✓		
Tax Year End clear down and roll forward	✓		
Enquiries (within scheduled timescales)			
Queries from agreed customer representative via email or telephone	✓	✓	
Process other third party enquiries		✓	
HMRC / IRS / DWP / Other country specific bodies	✓	✓	

Completion of Surveys i.e., Earnings, Office of National Statistics		✓	
Service Review			
Monthly telephone Service Review with payroll exec	✓	✓	

Pension Service Definition

With two levels of pension service available, customers can choose either Essential or Premier service alongside the managed payroll service as follows:

Task	Essential - Access	Essential - Customer	Premier - Access	Premier - Customer	Comments
Ensure staging date is provided and input into system	✓	✓	✓	✓	
Add employee to relevant pension scheme in HR		✓		✓	
Allocate employees to scheme advised	✓		✓		
Produce 3rd party export	✓		✓		standard output only
Reconcile to Payroll	✓		✓		
Create BACS authorisation	✓		✓		
Upload BACS authorisation to Workspace	✓		✓		

Check BACS confirmation for name, date, value		✓		✓	
Submit BACS payment	C	✓	✓		*Charged at £50 per BACS
Produce & load contribution file to pension provider		✓	✓		
Complete annual / monthly return (where applicable)		✓	✓		
Deal with exception queries		✓	✓		From customer representative

Education Specific additional tasks

Teachers Pension Scheme

Task	Essential - Access	Essential - Customer	Premier - Access	Premier - Customer	Comments
Production and Submission of Monthly Data Collection (MDC)		✓	✓		Includes New Starters and Leaver Details
Production and Submission of Monthly Contribution Report (MRC)		✓	✓		

New Starters - Submission of Ad-Hoc Changes		✓		✓	Certificate of re-employment, informing of non-starters etc
Leavers - Submission of Ad-Hoc Changes		✓		✓	Ill Health, Early Retirement etc
TP Portal - Administration of Task Manager, Data Centre Mailbox & Employer Mailbox		✓		✓	Customer to add any required payroll actions to HR or portal
TP Portal - Administration of MCR Data Centre Mailbox		✓	✓		APS to make required changes and send to customer for information
TP Portal Reports - Error File, Scheme Arrangement & Joiners		✓	✓		Access to make required changes and send to customer for information
TP Portal Reports - Other Reports				✓	Customer to review and add any required payroll

					actions to HR or monthly changes submission as applicable
Annual Statements & Member Prints		✓		✓	
TP Employer Contact - Contributions & EOYC		✓	✓		Access to complete actions as notified
TP Employer Contact - Others		✓		✓	Customer to complete actions as required
Member Record Retention		✓		✓	
Completion of Annual Service Return and Certificate		✓	✓		

LGPS Pension Scheme

Task	Essential - Access	Essential - Customer	Premium - Access	Premium - Customer	Comments
Production and Submission of Monthly Data Report		✓	✓		Must be on i-Connect or Pension Portal

Production and Submission of Monthly Remittance		✓	✓		Must be on i-Connect or Pension Portal
New Starters Forms		✓	✓	✓	Chargeable if not able to be submitted via system generated reports
Leaver Forms		✓	✓	✓	Chargeable if not able to be submitted via system generated reports
Review of Error Reports		✓		✓	Customer to add any required payroll actions to HR or monthly changes submission as applicable
Annual Statements		✓		✓	
Member Record Retention		✓		✓	
Completion of Annual Service Return and Certificate		✓	✓		

Reports

Your Access Payroll Executive will provide a suite of reports at each pay run including:

Report	Description
Gross to Net Report	Breakdown of payments, deductions and net pay against employees
Payroll Controls	Summary of Statutory Payments, Net Pay and Gross Pay by Payroll Group for Current Period
Exceptions	Summary of all errors and warnings on the pay run for the current pay period
Variance report	Report detailing variances in net pay between this period and last period (parameters to be specified during implementation)
BACS Listing	Summary of Employee BACS payments due for payment
Third Party BACS Report (if applicable)	Summary of all Third Party BACS payments due for payment as a result of the pay run
General Ledger File	Detailed breakdown of all employee costing for the pay run allocated to Credit & Debit Account Codes and Cost Centres
Gender pay gap	Provided annually or more frequently if required

Appendix 8 - Payroll SLA

KPI Ref	Activity	Achievement Target Required	Comment	Definition
KPI 1	Produce payroll on schedule	100%	This KPI will not be invoked where client sends 30 or more transactions after agreed cut off/or provide incomplete, illegible or inaccurate information. Or if previous payroll calendar deadlines are missed due to sole responsibility of the client.	<p>The production of the reports should adhere to your timeframe details on the payroll calendar. For example, if the payroll check reports are scheduled to be dispatched by 5:30 pm 02/09/2016, this is the deadline that must be achieved.</p> <p>This is a pass or fail metric if the payroll is delivered on time it will be 100% if it is not (due to an Access Issue) it will be 0%</p>
KPI 2	Achieve BACS deadlines to schedule	100%	This KPI will not be invoked where client does not meet their agreed	This must be processed accordingly to the payroll calendar, If this target is not met, then the target achieved should be zero percent.

			timescales in providing data	This is a pass or fail metric if the payroll is delivered on time it will be 100% if it is not (due to an Access Issue) it will be 0%
KPI 3	Delivery of payroll output to schedule - Payslips, P45, P60 & GL (Subject to customer accurately meeting all agreed deadlines in order to process payroll)	100%	This KPI will not be invoked where client sends 30 or more transactions after agreed cut off/or provide incomplete, illegible or inaccurate information. Or if previous payroll calendar deadlines are missed due to sole responsibility of the client.	<p>This should adhere to the date/time stipulated on the payroll calendar. However, please be aware this can be impacted by a delayed sign-off of the payroll.</p> <p>Time due: 10:00 v's Time sent: 12:00</p> <p>$2 \text{ (hours)} / 24 \text{ (hours)} * 100 = 8.33$</p> <p>$100.00 - 8.33 = 91.67\%$ target achieved</p>
KPI 4	Delivery of all other payroll output to schedule – interfaces/reporting	99%	This KPI will not be invoked where client sends 30 or more transactions after agreed cut off/or provide incomplete, illegible or	<p>The target for this production is 99%. This is calculated as follows:</p> <p>Time due: 10:00 v's Time sent: 12:00</p>

			inaccurate information. Or if previous payroll calendar deadlines are missed due to sole responsibility of the client.	$2 \text{ (hours)} / 24 \text{ (hours)} * 100 = 8.33$ $100.00 - 8.33 = 91.67\%$ target achieved
KPI 5	Accuracy of payroll processing based on post payroll production errors (Net Pay Accuracy)	98.5%	A Net Payment is classified as all Permanent and Variable Payments, minus all Statutory and Voluntary deductions. The recording of these errors will not include any items that do not directly impact on an employees Net Payment as specified.	This is based on any feedback by yourselves pertaining to any incorrect Net Payments solely due to an Access Payroll Processing error. This would be calculated as follows: 2 net pay errors v's 523 employees processed on the payroll $2 / 523 * 100 = 0.38\%$ Net Pay Error Percentage $100.00 - 0.38 = 99.62\%$ Net Pay Accuracy Achieved
KPI 6	Payroll Queries (current tax year)	80%	Within THREE working days of receipt	For example if 25 current tax year queries were received, it would be expected that 80% of these

				(20) would be completed within 3 working days. A further 3.75 queries would be completed within 5 working days and the remaining 1.25 within 10 working days of receipt.
		15%	Within FIVE working days of receipt	As Detailed Above.
		5%	Within TEN working days of receipt	As Detailed Above.
KPI 7	Payroll Queries (previous tax year)	80%	Within TEN working days of receipt	For example if 16 previous tax year queries were received, it would be expected that 12.8 would be completed within 10 working days, the remaining 3.2 would be completed within 15 days of receipt.
		20%	Within FIFTEEN working days of receipt	As Detailed Above.
KPI 8	Issue P45 with the next payroll run following notification received	100%	This KPI is specific to the production of P45 for late leavers, for example if an employee who leaves in August is not processed until the	This should adhere to the payroll calendar. The target is either achieved (100%) or the deadline is missed (0%).

			September payroll the P45 will be issued in September	
KPI 9	HMRC Queries	100%	Within TEN working days of receipt	<p>All queries will be responded to within 10 working days of receipt. As resolution can be dependent upon communication from HMRC, therefore regular updates within the timeframe will be provided.</p> <p>In the event that a query exceeds Ten Working days it is anticipated that an update on the query will be provided every Five Working Days.</p>
KPI 10	Reconcile period & Year End, balance reports, FPS/P35/Stat Return	100%	At will be completed as part of the Final Report Process.	<p>Ensuring that all areas of the payroll process and reporting cycle fully balance and reconciliation checks are completed to evidence this.</p> <p>Time due: 10:00 v's Time sent: 12:00</p> <p>$2 \text{ (hours)} / 24 \text{ (hours)} * 100 = 8.33$</p>

				100.00 – 8.33 = 91.67% target achieved
--	--	--	--	---