

14th July 2021

Dear Councillor

You are summoned to a meeting of the:

**HR Committee
on Tuesday 20th July 2021 at 7pm
To be held**

Membership:

Cllr Brett (East)	Cllr Jeffries (North)
Cllr Davis (East)	Cllr Syme (Broadway)
Cllr Fraser (West)	

Members of the public are warmly welcome to attend meetings of the Council and its committees, unless excluded owing to the confidential nature of the business.

If you wish to address members in public participation via a written submission please contact admin@warminster-tc.gov.uk at least a day prior to the meeting to enable this to be facilitated.

If you wish to view the meeting please see the link on the Warminster Town Council website www.warminster-tc.gov.uk in the meetings diary.

Copied to all other members for information.

Yours sincerely



**Tom Dommett CILCA
Assistant Town Clerk**

1. Apologies for Absence

To receive and accept apologies, including reason for absence, from those unable to attend.

2. Declarations of Interest

To receive any declarations of interest under Warminster Town Council's (WTC) Code of Conduct issued in accordance with the Localism Act 2011.

3. **Minutes**

3.1 To approve as a correct record, the minutes of the HR Committee meeting held on Tuesday 27th April 2021; copies of these minutes have been circulated and Standing Order 12.1 provides that they may therefore be taken as read.

3.2 To note any matters arising from the minutes of the HR Committee meeting held on Tuesday 27th April 2021.

4. **Chairman's Announcements**

To note any announcements made by the chairman.

5. **Questions**

To receive questions from members of the committee submitted to the clerk in advance of the meeting.

***Standing Orders will be suspended
to allow for public participation.***

6. **Public Participation**

To enable members of the public to address the committee with a written submission, an allowance of three minutes per person regarding any item on the agenda and to receive any petitions and deputations. The chairperson will read any statements submitted.

***Standing Orders will be reinstated
following public participation.***

7. **Clerk's Report**

The Government's Covid regulations and guidance are significantly changing from 19th of July 2021, this will remove almost all covid related restrictions on council activities.

8. **Induction Programme for Councillors**

Three induction sessions have been held for all councillors with slides and recordings available for those unable to attend. Further sessions are being arranged for the autumn.

Members to note.

9. **Health and Safety Report**

The HR Committee has responsibility, under its Terms of Reference for the management of the risk assessments. The regular reports, which have been carried out on a monthly, ad hoc, and quarterly basis since the start of the municipal year are completed, and areas for discussion are outlined in the attached review sheet for the period: April 2021 – June 2021 inclusive. **(See attached).**

Members to note.

10. **Change in Job Title**

Officer's job titles should clearly reflect their job and, where possible, the areas for which the job holder is responsible. The Assistant Town Clerk deputises for the

Town Clerk and this should be recognised in the job title. This would not affect any other terms and conditions.

Members are requested to resolve that with immediate effect the title Assistant Town Clerk is changed to Deputy Town Clerk.

11. Renewal of council's HR consultancy contract

The Council has used the services of HR Department for over five years. The service includes, but not exclusively, telephone advice, regular meetings, employment law updates and attendance in person. Full details are in the service agreement. **(See attached)** there are no cost increases for 2021-2 and the fee remains very good value at £200 a month. Continuity of service is strongly recommended.

Recommendation – Members to renew the appointment of the HRDept as the council's employment consultants from July 2021 – July 2022 inclusive.

12. Communications

12.1 The members to decide on items requiring a press release.

12.2 The members to confirm their spokesperson for any item listed on the agenda to report on the committee's decision if required.

Confidential session pursuant to Section 1 (2) of the Public Bodies Admission to Meetings) Act 1960; the Council, by resolution, may exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings.

13. Staffing Matters

To receive the clerk's reports covering ongoing HR issues. **(See attached).**
(Confidential papers attached for committee members only). Members to note or resolve accordingly.

Minutes from this meeting will be available to all members of the public either from our web site www.warminster-tc.gov.uk or by contacting us at Warminster Civic Centre.

Next scheduled meeting: Monday 4th October 2021

Municipal Year 2021 – 2022: Q1

**Risk Assessment – outstanding actions from monthly and quarterly review
April 2021 - June 2021.**

BLACK: notes from last meeting **RED:** update from last meeting **BLUE:** new items

Cemeteries/Churchyards

- No issues

Lake Pleasure Grounds

- There have been several incidents of vandalism at the toilets in the LPG, there is CCTV footage which has been passed to the police. One of the new picnic benches was broken on the skatepark, the skatepark is undamaged.

Play Areas

- The fence at The Heathlands play area had rotted and been pushed over. It has been made safe and a replacement fence has been approved by the Parks and Estates Committee and this is due to be ratified by Full Council.

Street/Footway Lighting

- No issues

Civic Centre

- Ongoing problems with the boilers have resulted in several call outs. All are aware that a long-term solution is needed.

ICT

- No issues

Cyber and compliance:

Work is progressing on updating/transferring the website.

Investments

- No issues

Newsletters

A newsletter is underway; this will again appear as an advert in the Warminster Journal.

Dewey House

- No issues

Public Toilets central Carpark

There were several incidences of vandalism of locks recently. It is likely that the main entrance door on the men's toilets will need replacing at a cost of circa £3000.

COVID 19

Following the change in Government policy, the council continues to adapt and update its procedures to fall into line with laws and guidance.

22nd July 2021



The HR Dept
Central Dorset & West Wiltshire
Coombe Lodge
Compton Park
Over Compton
Dorset
DT9 4DJ

and

Warminster Town Council
Civic Centre
Sambourne Road
Warminster
BA12 8LB

AGREEMENT
For the provision of services

An HR Dept business owned and operated under licence.

By HUNOT HR

AGREEMENT

Date of Agreement: 22nd July 2021

Parties:

Hunot HR, Company Number 7112757, trading as The HR Dept, whose registered office is at Coombe Lodge, Over Compton, Dorset, DT9 4DJ (hereafter “**HR Dept**”, “**we**” or “**us**”) and

Warminster Town Council whose registered office is at The Civic Centre, Sambourne Road, Warminster, BA12 8LB (hereafter called “**the Client**”, “**your**” or “**you**”)

1 Term

- 1.1 This agreement shall commence on 22nd July 2021 (**Commencement Date**). Unless terminated earlier in accordance with clause 5.5.16, 7.1, 7.1.5 or 7.1.8 (**Ending the Agreement**) or this clause, this agreement shall continue for a period of 12 months from and including the Commencement Date (**Initial Term**) and shall automatically extend for a period of 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 2 months before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

2 Service -

2.1 Advice Line

The Client engages HR Dept to provide human resources advice to assist the Client with the management of its employees as outlined below. This advice is available between the working hours of 8am to 6pm from Monday to Friday. Provided that the Client has given all relevant facts to HR Dept, HR Dept will provide a response within a maximum of four working hours of the Client's request. HR Dept will provide to the Client draft letters where appropriate. The Client shall consult HR Dept at least once before taking any action about an issue that they require assistance with.

This agreement shall not relate to any other services supplied by HR Dept for example, but not limited to, contracts of employment, self-employed contracts, zero hour or casual contracts, handbooks, policies, settlement agreements and performance management documentation. These services are

available, if required, as is on site attendance but may be subject to an additional fee.

3 Client obligations

- 3.1.1 Client shall: co-operate with HR Dept in all matters relating to the Services.
- 3.1.2 provide, for HR Dept, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by HR Dept.
- 3.1.3 provide, in a timely manner, such information as HR Dept may reasonably require, and ensure that it is accurate and complete in all material respects.
- 3.1.4 If HR Dept's performance of its obligations under the Services is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, HR Dept shall:
- 3.1.5 not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 3.1.6 be entitled to payment of all services fees and charges despite any such prevention or delay; and
- 3.1.7 be entitled to recover any additional costs, charges or losses HR Dept sustains or incurs that arise directly or indirectly from such prevention or delay.

4 Call recording

- 4.1.1 HR Dept may record calls to the office for training purposes.

5 Insurance

- 5.1.1 As part of your membership of the HR Dept advice line service and under this agreement and, subject to your instruction and acceptance of your insurance application form, an employment protection insurance policy will be arranged for you.
- 5.1.2 HR Dept is an Authorised Representative of Straight Solutions Ltd, an insurance intermediary that is authorised and regulated by the Financial Conduct Authority (FCA 315448).
- 5.1.3 Straight Solutions Ltd has used its skill and experience to design a policy we believe represents good value for money and has appropriate terms and conditions for a client who wishes to take and follow the specific advice of a HR Dept representative.

5.2 We emphasise that we have not carried out a full analysis of the market for insurance for individual clients ourselves. However Straight Solutions Ltd who are an FCA regulated intermediary and specialist in this sector have carried out extensive research to design and obtain the most suitable cover for all businesses like your own and we believe that the Advice Line insurance scheme will satisfy your demands and needs. If you wish to satisfy yourself concerning any details of the policy, please feel free to discuss the cover with Straight Solutions Ltd.

5.3 **Insurance demands and needs statement.**

On the basis of the information we have, your insurance demands and needs relating to employment are as follows:

5.3.1 During the course of your normal business activity your company / organisation will need legal advice and may need to defend or enforce your legal rights.

5.3.2 You wish to insure against the risk referred to in clause 5.3.1.

5.3.3 You wish to engage the services of our own HR Dept representative and solicitor to handle a claim that may arise under the policy.

5.4 Advice Line insurance is designed to indemnify you for legal costs and compensation awards in respect of employment disputes up to a limit of £250,000 any one claim and £1m any one year, subject to the terms of the policy which will be provided. **These terms will include the requirement for the Client to pay an excess for any claims made (see policy document for details).** The premium is based on the total number of persons you declare for insurance and this means that it is important that you include everyone who could be considered to be entitled to employment rights. If you are in any doubt about the employment status of any person or contractor, please consult with your HR Dept representative for detailed guidance.

5.5 Subject also to the terms of the policy, a copy of which will be provided, you may claim under this insurance to recover awards of compensation and fees relating to representation provided by the HR Dept Advice Line provided always that you have sought and followed HR Dept's advice on any employment issues and in the following situations:

5.5.1 prior to carrying out any disciplinary procedure or action or suspension of an Employee

5.5.2 prior to dismissal of an Employee.

5.5.3 prior to instituting a redundancy programme and prior to making an Employee redundant.

5.5.4 upon notification formally or informally of a grievance from an Employee or ex-Employee.

5.5.5 upon notification formally or informally of a complaint of discrimination relating to age, disability, gender reassignment, marriage and civil

partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

- 5.5.6 prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an employee's remuneration);
- 5.5.7 immediately when an Employee walks out with or without written notice.
- 5.5.8 upon receipt of an appeal from an Employee or ex-Employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.
- 5.5.9 There may be other terms and conditions to the policy of which the above only form part.
- 5.5.10 [WITHOUT TUPE INSURANCE UPLIFT:] Please note that the Insurance will not cover claims relating to the Transfer of Undertakings (Protection of Employment) Regulations Act unless this has been specifically requested and the premium has been paid.
- 5.5.11 You agree:
- 5.5.12 to read the full details of your insurance as contained in the Key Facts summary and the policy which are provided with this contract and familiarise yourself with its terms and conditions.
- 5.5.13 that in the event that you receive notice of a tribunal claim (ET1) or a call from an ACAS conciliator registering an employment dispute that you shall immediately inform the HR Dept and provide all assistance in providing the evidence as requested.
- 5.5.14 accurately complete an insurance application form and return it promptly to HR Dept in order for HR Dept to arrange cover under the policy outlined in clause 5 and as part of this agreement.
- 5.5.15 to advise HR Dept of any significant (+10%) variation in your staff numbers and if you are actively considering any form of administration or bankruptcy (whereby your insurance could be invalidated immediately).
- 5.5.16 that the continued availability of the cover described in this clause 5 either at all or at a cost acceptable to you and HR Dept cannot be guaranteed. If that cover ceases to be available on satisfactory terms HR Dept will notify the Client and either HR Dept or the Client may terminate this agreement with effect from the date on which that cover ceases to be available or ceases to be available on satisfactory terms.
- 5.5.17 For the avoidance of doubt, this agreement shall not relate to any services supplied by HR Dept to the Client other than advice by telephone or e-mail, with the exclusion of scheduled telephone and video calls, and draft letters where appropriate, save where otherwise agreed by the parties hereto. Further services are available to the Client and would be subject to the payment of additional fees agreed with the Client.

6 Costs

- 6.1 In consideration for the provision of the services itemised in clause 2, the Client will pay by Standing Order to HR Dept the monthly fee of £200.00 plus VAT at the prevailing rate as specified in clause 6.3 ("**Monthly Fee**") for the first twelve months of this agreement and thereafter as agreed between the parties.
- 6.2 In the event that the Client employee numbers increase during the term of any retainer, HR Dept reserves the right to increase the Monthly Fee to take account of such increase and cover any additional insurance premium or tax which may be applicable.
- 6.3 All service fees payable by the Client to HR Dept are subject to Value Added Tax at the prevailing rate. This does not include where insurance premium tax (IPT) has already been paid on insurance disbursements. All fees and disbursements are payable within 30 days of the date of HR Dept's invoice.
- 6.4 HR Dept shall submit invoices for all service fees plus VAT if applicable to the Client monthly, on or Before the 1st day of each month and the Client shall pay each invoice due and submitted to it by the HR Dept, within **14** days of receipt, to a bank account nominated in writing by the HR Dept.
- 6.5 If the Client fails to make any payment due to HR Dept under this Agreement by the due date for payment, then, without limiting HR Dept's remedies under clause 7 (Ending the Agreement):
 - 6.5.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - 6.5.2 HR Dept may suspend all Services until payment has been made in full.
- 6.6 All amounts due under this Agreement from the Client to HR Dept shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 Ending the Agreement

- 7.1 HR Dept may at any time by written notice terminate this agreement or suspend the performance of all or any of the obligations hereunder immediately and without liability for compensation if:
 - 7.1.1 any payment of any money including insurance premiums payable by the Client to HR Dept is not paid on the due date whether demanded or not; and/or
 - 7.1.2 the Client fails to seek or follow advice from HR Dept as required under clause 5; and/or

- 7.1.3 the Client is rude or abusive to a member of staff or otherwise undermines them, their advice or the HR Dept; and/or
- 7.1.4 in the HR Dept's opinion there has been a breakdown of trust and confidence between the Client and HR Dept.
- 7.1.5 Either party may at any time by written notice terminate this agreement or suspend the performance of all or any of the obligations hereunder immediately and without liability for compensation if:
- 7.1.6 there is a material failure or unreasonable delay in complying with any of the express or implied obligations of this agreement or any document supplemental to it; and/or
- 7.1.7 either party becomes bankrupt, has a receiving order made against it, makes any arrangement with its creditors or takes any similar action as a result of debt.
- 7.1.8 If HR Dept wishes to increase the Monthly Fee to become effective on or after the anniversary of this agreement or any relevant Extended Term, it shall give notice to the Client. If such notice is given by HR Dept, the Client may terminate the agreement on the relevant anniversary date should they not wish to accept the price increase.
- 7.1.9 Upon termination or expiry of this Agreement for any reason the Client shall immediately pay to HR Dept the full amount of all monies then or thereafter due together with any interest due until the date of payment.

8 General

- 8.1 No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties hereto.
- 8.2 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 8.3 The Client shall not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this Agreement without HR Dept's prior written consent.
- 8.4 HR Dept may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights under this Agreement.
- 8.5 The parties hereto intend that no term of this agreement may be enforced by any person who is not a party to it.
- 8.6 Each party to this Agreement understands that in the course of HR Dept supplying the Services they will be in receipt of the Client's confidential information. This information may cover all aspects of your employment terms and employees, financial and pricing terms, business plans, business practices

and all the related documentation. HR Dept warrants that it shall not disclose any confidential information to any other party except where it is necessary to fulfil the terms of this agreement, such disclosure shall include but shall not be limited to:

- 8.6.1 its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement; and
- 8.6.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.7 shall not affect the validity and enforceability of the rest of this Agreement.
- 8.8 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.9 Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 8.10 The existence of this agreement and its terms are confidential and neither party may disclose anything about this agreement or its subject matter or implementation to any person, company or other public or private body or organisation except if required by Law or by agreement between the parties hereto or in confidence to professional advisers or unless otherwise agreed by the parties for marketing purposes. This obligation shall endure beyond any termination of this agreement.
- 8.11 The parties will each sign two copies of this agreement, with each party retaining one copy thereof containing the signatures of both parties hereto.
- 8.12 This agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with the Agreement shall be subject to the exclusive jurisdiction of the English Courts, to which each of the parties irrevocably submits.
- 8.13 The Schedule forms part of this agreement.

9 Data Protection

- 9.1 The parties shall comply with their data protection obligations as set out in Schedule 1 (Data Protection).

10 Intellectual Property Rights

- 10.1 For the purposes of this agreement:

'Client Materials' shall mean all materials, equipment and tools, drawings, specifications and data supplied by the Client to HR Dept.

'Deliverables' shall mean all documents, products and materials developed by HR Dept or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

'HR Dept IPRs' shall mean all Intellectual Property Rights subsisting in the Deliverables excluding any Client Materials incorporated in them.

- 10.2 As between the Client and the HR Dept, all Intellectual Property Rights and all other rights in the Services shall be owned by the HR Dept.
- 10.3 HR Dept and its licensors shall retain ownership of all HR Dept IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.
- 10.4 HR Dept grants the Client or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy HR Dept IPRs for the purpose of receiving and using the Services and the Deliverables in the Client's business during the term of this agreement.
- 10.5 The Client grants HR Dept a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Services to the Client in accordance with this agreement.

11 Limitation of Liability

- 11.1 These Conditions set out the entire financial liability of the HR Dept (including any liability for the acts or omissions of its employees, or HR associates,) to the Client in respect of:
- 11.1.1 any breach of this Agreement.
 - 11.1.2 any use made by the Client of the Services; and
 - 11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

- 11.3 For the avoidance of doubt, the Services provided to the Client pursuant to clause 2 will not apply to any of the Client's employees who are employed outside of the United Kingdom and who do not have an employment contract which is governed by the law of England and Wales.
- 11.4 Nothing in these Conditions limits or excludes the liability of the HR Dept:
 - 11.4.1 for death or personal injury resulting from negligence; or
 - 11.4.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the HR Dept.
- 11.5 Subject to the above conditions:
 - 11.5.1 the HR Dept shall not be liable for:
 - 11.5.1.1 loss of profits; or
 - 11.5.1.2 depletion of goodwill and/or similar losses; or
 - 11.5.1.3 loss of corruption of data or information; or
 - 11.5.1.4 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - 11.5.2 the HR Dept's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this Agreement shall be limited to the Cost paid for the Services.

12 Complaint procedure relating to HR support service

- 12.1 We are committed to a first-class service, but in the event that you have any service complaint, please contact the Director of the HR Dept who will work with you to resolve any concerns of issues.
- 12.2 If no resolution can be met following this contact with the Director of the HR Dept, you may contact the HR Dept's Central Franchisor Office for further mediation:

The HR Dept Central Office

Email: support@hrdept.co.uk

Tel: 0345 208 1120

13 Complaint procedure relating to insurance cover

- 13.1 We are also committed to providing first-class service through our partners and providers. In the event that you are dissatisfied with any service element relating to the HR Dept Tribunal Insurance policy that forms part of this Agreement, please refer to the full complaints procedure in your policy document (which also details the statutory protection you have from the Financial Ombudsman Service), or you may write in the first instance to:

Brian Dunk FCII MCIM Chartered Insurer, Managing Director

**Straight Solutions Ltd, The Lime Loft, Priestlands Lane, Sherborne,
Dorset DT9 5LQ**

Schedule 1 - DATA PROTECTION

1 Definitions

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Domestic Law means the law of the United Kingdom or a part of the United Kingdom.

2 Data Protection

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 2 of Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and HR Dept is the Processor.
- 2.3 Without prejudice to the generality of paragraph **Error! Reference source not found.** of Schedule 1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to HR Dept and/or lawful collection of the Personal Data by HR Dept on behalf of the Client for the duration and purposes of this agreement.

- 2.4 Without prejudice to the generality of paragraph 2.1 of Schedule 1, HR Dept shall, in relation to any Personal Data processed in connection with the performance by HR Dept of its obligations under this agreement:
- 2.4.1 process that Personal Data only on the documented written instructions of the Client unless HR Dept is required by Domestic Law to otherwise process that Personal Data. Where HR Dept is relying on Domestic Law as the basis for processing Personal Data, HR Dept shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits HR Dept from so notifying the Client.
 - 2.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 2.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 2.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 2.4.4.1 the Client or HR Dept has provided appropriate safeguards in relation to the transfer.
 - 2.4.4.2 the data subject has enforceable rights and effective legal remedies.
 - 2.4.4.3 HR Dept complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 2.4.4.4 HR Dept complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.
 - 2.4.5 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
 - 2.4.6 notify the Client without undue delay on becoming aware of a Personal Data Breach; and

2.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Domestic Law to store the Personal Data.

SIGNED

_____ Date_____

For HR Dept

SIGNED

_____ Date_____

[Name]

[title (should be a Director or authorised person)]

for the Client