



# EPM Portal Terms of Use

## 1 Definitions

- 1.1 "Terms" means these terms and conditions as amended from time to time.
- 1.2 "Contract" refers to the Contract for Services which the School holds with EPM Ltd for provision of HR and/or payroll services.
- 1.3 "You, Your, Yours" are reference to the Customer who holds the Contract with EPM Ltd.
- 1.4 "We, Us, Ours" means EPM Ltd.
- 1.5 "Portal Service, Portal" means the service offered by us via which the School may view information or make transactions.
- 1.6 "Login details registration details" is the collective reference to the unique identifier details assigned to you and your Agents.
- 1.7 "Agents" are contracted employees of the School for whom you have authorised access to and use of the portal service on behalf of the School.
- 1.8 "Portal ID, Password, Memorable Word" constitute the individual aspects of the secure login St PSt Pe process to allow access to the portal.
- 1.9 "Data Protection Laws" means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

## 2 General

- 2.1 These Terms describe the Terms of use of the portal and how it will be operated. By signing these Terms in relation to the use of the portal you will be confirming your acceptance and agreement of these Terms.
- 2.2 Registration to the portal will not be confirmed or authorised until such time as written acceptance has been received by you and any Agents for whom you authorise access to the service.
- 2.3 In the event of any conflict between these Terms and the other terms and conditions of service under the Contract which the School holds with EPM LTD, these Terms will prevail.
- 2.4 We are the provider of the portal and the company with whom you are agreeing to abide by its terms and conditions.
- 2.5 These Terms shall be governed by and construed in accordance with English law.
- 2.6 The singular includes the plural and vice versa. The masculine includes the feminine. Use of the Terms includes, including and for example shall be construed without limitation.
- 2.7 Any reference to a statute includes any re-enactment or modification of it and any regulations made under it.

2.8 Headings in these Terms are for ease of reference only and are to be ignored in construing these Terms.

### **3 Agents**

3.1 You may authorise one or more persons to act on your behalf in relation to the submission of information via the portal, including to give instructions for the purposes of these Terms on your behalf and/or to receive communications in relation to the use of the portal. For example, you may wish to appoint a member of your school administrative staff to do all or any of these things. Any such authority must be given in the application process or in such other form as we may require.

3.2 Any Agent appointed by you must be a current employee of the School and must have responsibility for the administration of HR and/or payroll services within the definition of the role for which they are employed at the School.

3.3 At our absolute discretion we will allow access to the portal of any such person who may not be employed by the School but for whom written authorisation has been received by us, requesting such access. This may include, for example, a consultant or adviser working on your behalf. We will exercise our discretion in agreeing the registration and inform you in writing.

3.4 Any person who is not employed by the School but has been granted access to the portal will be subject to these Terms and will be deemed to be a third party Agent according to these Terms. All liabilities contained in these Terms will apply to this person.

3.5 If you appoint a third party Agent in accordance with 3.3 and 3.4 references in these Terms to you will include your Agent.

3.6 We are entitled to assume that any Agent remains authorised to act on your behalf until such time as we receive written notice of the withdrawal of that person's authority, including any third party Agent. You agree that you will ratify and confirm all actions which your Agent takes on your behalf under these Terms if we ask you to.

3.7 We will also terminate your Agent's authorisation to access the portal with effect from the termination date of their employment with you, or in the case of a third party Agent at your written request, or sooner upon written notification from you.

3.8 Only the Headteacher of the School may authorise the appointment of additional Agents on his behalf, through the registration process in these Terms.

3.9 In the event of a dispute which in your reasonable opinion may render your Agent(s) as unsuitable to use the portal, it will be your responsibility to inform us in writing in order to suspend your Agent(s) registration until such time as we are satisfied that the dispute is resolved.

### **4 Registration**

4.1 We may request, and you must provide, such information as we may reasonably require to give effect to these Terms. We may use any sources that we consider appropriate, including electronic data sources, for the purposes of verifying any information that you provide to us.

- 4.2 Subject to below, communications for the purpose of these Terms may be given in writing or via the portal. Communications in writing may be delivered personally, posted or sent by fax or email. All communications, whether from you or us, must be in English.
- 4.3 Communications to us from you must be made to us at the address set out in the application form (or any other address which we may give you notice of in writing). Any communication in writing from us to you or your Agent will be sent to the address of the School until we are told by you that you or your Agent would like communications sent to a different address. Communication to a third party Agent will be made to the registered address of the School.
- 4.4 We may:
- 4.4.1 Telephone you at any time to discuss your use of the portal without having been expressly invited by you to do so;
  - 4.4.2 In good faith, rely on any communication which we reasonably believe to have been issued by you or your Agent in relation to your use of the portal;
  - 4.4.3 Rely upon any information provided by you in accordance with these Terms;
  - 4.4.4 Decline to accept or act upon any communication which we reasonably believe not to have been issued in accordance with the provisions of these Terms, or if we reasonably consider that compliance with such communication would be impracticable or would give rise to a breach of any applicable law or regulation. In such circumstances we will use our reasonable endeavours to tell you promptly;
  - 4.4.5 Deem any communication received after 5.00 p.m. on a business day to have been received on the following business day;
  - 4.4.6 Where, in these Terms, a period of notice is to be given to you, that period of notice will be calculated from the date on which the notice was sent to you.
- 4.5 We will consider requests for registration only in writing (excluding fax and email). We reserve the right to decline to accept any request for registration. We will tell you if we decline to accept a request for registration in accordance with this clause.
- 4.6 Where you and your Agents are required to provide an e-mail contact address, you agree that this address is a private and secure e-mail address as used for the purposes of the role which you or your Agents undertake at School and which is not shared by any other colleague.

## **5 Portal Terms of Use**

- 5.1 If you are eligible, you and/or your Agent may use the portal at any time including during non-business hours. These may be single or multiple transactions. Any transactions made by you or the authorised Agents will be done so in accordance with the principles of the Data Protection Laws relating to the handling of sensitive information.
- 5.2 We will not specify a minimum usage of the portal but we will regularly monitor your use. After giving you at least 30 days prior written notice we may withdraw our agreement for you to use the

portal and will cancel registration of yours and your Agents' accounts. This will not affect any rights you may have under the Contract which the School holds with us.

5.3 You request and authorise us to:

5.3.1 Rely and act upon all apparently valid Instructions as Instructions properly authorised by you or your Agent(s), even if they may conflict with any other mandate given at any time concerning your records or affairs and

5.3.2 Process any transaction in accordance with any Instructions received by us.

5.4 All transactions received will be processed in relation to the HR records of the School by an authorised EPM adviser within 10 working days of receipt. We reserve the right from time to time to extend this time limit depending on the exigencies of our business. We will endeavour to inform you of such extensions as is reasonably practicable.

5.5 It is your responsibility alongside that of your Agents as authorised by you to ensure that a transaction is processed accurately in accordance with the best interests of the management of the School. We are authorised under the terms of the Contract with the School has with us to give advice and check your transaction for accuracy in accordance with English law.

5.6 You will ensure that all data and/or information uploaded to the Portal is error-free and accurate.

5.7 You warrant that you own all right, title, and interest in all the data uploaded to the Portal, or to the extent that such data is personal data, you warrant that you are the controller or such personal data and have all necessary permissions and (if necessary, consents) to upload such personal data to the Portal.

5.8 On receipt of a transaction all information will be stored on our secure web server. We are authorised to hold and access this information under the Terms of this agreement as well as in accordance with the terms of the Contract with the School in relation to the holding of confidential and sensitive information. We will comply with the Data Privacy Laws in respect of this information.

5.9 We are not liable for any loss of information submitted by you or your Agent through the failure of the IT infrastructure of the School or that which you or your Agents utilise to access the portal during the course of a transaction.

5.10 You must not:

5.10.1 use or attempt to use the Portal or permit any third party to use the Portal to provide a service to any third party;

5.10.2 make, or permit any third party to make, for any purpose (including without limitation for error correction) any alterations, modifications, additions or enhancements to the portal or decompile, reverse engineer or disassemble any part of the Portal;

5.10.3 permit any third party to, alter, adapt, make error corrections to, decompile, reverse engineer or disassemble the Portal or any part of it, or permit the Portal to be combined with any other program;

- 5.10.4 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal; or reverse compile, alter, adapt, make error corrections to, decompile, reverse engineer, disassemble or otherwise reduce to human-perceivable form the Portal or any part or permit the Portal to be combined with any other programs;
  - 5.10.5 not make or allow any third party to make any alteration, addition, modification, or enhancement to the Platform which may cause or actually cause a degradation in the Portal or other users of the Portal; and
  - 5.10.6 remove or cause the removal of any proprietary marking, including any trademark or copyright notice, on or in the Portal or which is visible during its operation, or which is on any physical media or on any user documentation.
- 5.11 We may, and our third party vendors may, process, collate, aggregate, analyse and use location data, traffic data, technical device information and any other data which has been anonymised for purposes other than the provision of the Portal services.

## **6 Transactions**

- 6.1 You or your Agents may submit transactions via the portal or access information held by us which is made available to you or your Agents under the Terms of use of the portal. This is subject to:
- 6.1.1 There being in force an appropriate level of Contract between the School and us;
  - 6.1.2 The execution by you of additional documentation if requested by us, for example, to authorise you or your Agent to register with the portal or to verify a transaction request;
  - 6.1.3 All other relevant statutory provisions;
  - 6.1.4 Any other provisions in these Terms; and
  - 6.1.5 The processing of such a transaction is not in contravention of the contract for services which the School has with us or any other relevant contractual or statutory provision pertaining to the subject of the transaction.
- 6.2 We will be entitled not to process your transactions in accordance with your instructions if the transaction is:
- 6.2.1 In any way incomplete under the requirements of the transaction process;
  - 6.2.2 Unlawful, illegal or in contravention of any aspect of English law;
  - 6.2.3 In our reasonable opinion, impossible, unlawful or impracticable to process;
  - 6.2.4 In our reasonable opinion, likely to impose any costs on us or expose us to liabilities which in each case may result in exposing us to costs. We will tell you if we will not process a transaction.

- 6.3 You and your Agents choose how to best utilise the portal subject to these Terms, and in line with the deadlines for administrative and/or payroll purposes that we publish as amended from time to time, provided that they are in accordance with all relevant statutory and contractual provisions relating to the transaction.
- 6.4 Neither you nor your Agents may submit a transaction to acquire any legal, contractual or financial benefits from such a transaction and we will not process such a transaction if in our reasonable opinion this may be the case. We will notify you if we will not process a transaction.
- 6.5 We will make arrangements for the receipt of any transactions that are not assigned to your individual HR adviser and ensure that as far as is reasonably practicable the transaction is processed in a timely manner.
- 6.6 We will not be responsible for any loss in relation to any transaction received by us:
- 6.6.1 Unless such loss results from our fraud, wilful misconduct, negligence or breach of contractual duty under the Contract that the School has with us, or the fraud, wilful misconduct, negligence or breach of the duty of care of any of our employees; or
  - 6.6.2 Which in our opinion is as a result of the IT infrastructure utilised by you; or
  - 6.6.3 Which is not processed by us in accordance with these Terms; or
  - 6.6.4 Which results from any inaction or omission of any nature whatsoever by you or your Agents, including that which we have informed you about in good time in relation to the transaction; or
  - 6.6.5 Which has been submitted by any persons for whom we do not hold written authorisation from you either with or without you or your Agents' consent.
- 6.7 We reserve the right from time to time to amend the types of transactions available at any time. Where this results in restrictions in service, where possible, we will give you adequate notice.
- 6.8 The submission of a transaction by you or your Agents is done so in accordance with the Data Privacy Laws with regard to the handling of sensitive information. It is your responsibility to ensure that the information supplied is accurate at the time of submission.
- 6.9 We are not liable for any failure, delay or other shortcoming by any third party with whom you have a contract for services (such as a payroll provider) or otherwise when they are executing our instructions to them as a result of a transaction made through the portal howsoever caused.

## **7 Transaction Records and Terms**

- 7.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the portal service.
- 7.2 You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

- 7.3 Where you give us an Instruction or make a transaction through the portal service the Terms will apply in addition to the existing terms of the contract for services held with the School in respect of your dealings with us. In the event of any inconsistency these Terms will apply.

## **8 Your Liability for Unauthorised Transactions**

- 8.1 We will amend or delete any transaction carried out in accordance with any Instruction where your login details have been used without your authority. Where we are responsible for any unauthorised transaction, we will inform you that it has occurred and amend or delete the unauthorised transaction in accordance with your Instruction and have no further liability to you.
- 8.2 You will be responsible for all losses pertaining to the processing by us of any transaction carried out without your authority even if you have acted with reasonable care so as not to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this Clause 8 acting without reasonable care shall be deemed to include failure to observe any of your security duties referred to in these Terms.
- 8.3 Once you have notified us of any unauthorised access to the portal service or unauthorised transactions or that you suspect that someone else knows your login details, you will not be responsible for any unauthorised Instructions carried out after we have had reasonable time to suspend the portal service in respect of your account unless we can show you have acted fraudulently.
- 8.4 With reference to 3.9 above we accept no liability for any transaction made by your Agent(s) for whom you are currently in dispute with if in our opinion you have not previously informed us of in reasonable time.

## **9 Our Liability to You**

- 9.1 We will take reasonable care to ensure that any information provided to you by the portal service is an accurate reflection of the information contained in our computer systems. Some of the information available through the portal service may be identified on the screens as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.
- 9.2 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the portal service or (b) any services through which you access the portal service or which you access through the portal service which are not controlled by us.
- 9.3 We shall not be liable to you for any loss you suffered due to any event or circumstances beyond our reasonable control which leads to the portal service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure. In the event of the portal Service being wholly or partly unavailable the Contract will be delivered by methods such as telephone, fax post and email.



## **10 Your Security Duties**

- 10.1 You agree to comply with the Terms and any security procedures mentioned in them.
  - 10.1.1 You must keep your login details secure and secret at all times and take steps to prevent unauthorised use of it and your portal ID. For example: never write or otherwise record the Password in a way that can be understood by someone else. Never tell the Password to someone else.
  - 10.1.2 Destroy any advice from us concerning the Password promptly after receipt.
  - 10.1.3 Avoid memorable words which may be easy to guess such as birthdays, telephone numbers, dates of birth etc.
  - 10.1.4 Never record the portal ID, password or memorable word on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or any similar function on your internet browser).
  - 10.1.5 Keep the portal ID in a safe place at all times.
  - 10.1.6 Once you have logged on to the portal service, you must not leave the terminal or other device from which you have accessed the portal service at any time or let anyone else use it until you have logged off the portal service. You will be responsible for ensuring that you have logged off the portal service at the end of any session.
- 10.2 You must tell us immediately of any unauthorised access to the portal service or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your login details. Contact EPM on 01480 431993.
- 10.3 You agree to check carefully your records of transactions and instructions and inform us immediately of any discrepancy.
- 10.4 You must not access the portal from a location that is not secure, would violate laws or would otherwise be inappropriate.

## **11 Fees, Charges and Expenses**

- 11.1 We will not request any additional fee or charge for registration or use of the portal in the format provided at the commencement of service over and above that of those charges associated with your Contract with us except for in clause 11.3.
- 11.2 You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of the use by you of the portal service.
- 11.3 We will be entitled to charge the following costs in addition to those required under your Contract with us, in relation to the portal;
  - 11.3.1 All expenses incurred by us (including travel costs) in attending the School with the sole intention to advise on the use and procedures for use of the portal;

- 11.3.2 A fixed fee for provision of documentation pertaining to the use of the portal which is over and above the normal registration procedures;
  - 11.3.3 If we become liable to pay any penalties in relation to any transaction not covered by the Contract with us;
  - 11.3.4 If we become liable to make any other payment to any agency or organisation that is not attributable, directly or indirectly, to any fraud, negligence, wilful default or regulatory breach on our part. You will be notified in writing of all charges, costs and liabilities which we are entitled to charge to the school.
- 11.4 If for any reason you unreasonably refuse to pay any such additional charges of which you have been notified in writing of, we will terminate your registration with the portal until such time as the charges have been paid. If charges are still not paid within 3 months, at our discretion we will terminate the Contract which the School has with us according to the notice provisions in your Contract with us.
- 11.5 We will continue to be entitled to make charges and to recover any costs and liabilities as referred to in these Terms until such time as they remain outstanding. This includes such time as when the Contract has ceased.

## **12 Data Protection and Confidentiality**

- 12.1 We will take all reasonable technical and organisational security measures to prevent the unauthorised or unlawful processing of personal data submitted via the portal or accidental loss or destruction of, or damage to, such data.
- 12.2 We will comply with the eight data protection principles set out in Part 1 of Schedule 1 to the General Data Protection Regulations. For the purposes of the General Data Protection Regulations we will be data controllers in relation to personal data provided by you. We may as required by statutory or regulatory bodies' process sensitive data as defined under the General Data Protection Regulations. This could include, but is not limited to, information relating to the employees of the School such as salary, and pension information.
- 12.3 The collection and processing of sensitive information as supplied by you or your Agents would be done so according to these terms and the terms of the Contract which the School has with us.
- 12.4 We may disclose information orally, in writing (including by email) or via the internet concerning the employees of the School;
- 12.4.1 To any person anywhere in the world in the proper performance of our obligations under these terms, and those contained in the Contract which you hold with us;
  - 12.4.2 As required by law or any competent authority; or
  - 12.4.3 To any person we reasonably believe to have authorisation to access the information with due regard to the principles of the General Data Protection Regulations.
- 12.5 We may do this without your prior written consent in order to expedite any process which is required of us by statute or any aspect of these terms or the Contract which you hold with us.

## 13 Force Majeure

- 13.1 If, as a result of force majeure, we are unable, wholly or in part, to carry out any of our obligations in relation to your transaction, we will to the extent practicable give you prompt notice of that force majeure with reasonable particulars of it and, insofar as known, the probable extent to which we will be unable to perform or be delayed in performing the relevant obligation(s). Following this notice, and for as long as the force majeure continues, the obligations which cannot be performed because of the force majeure will be suspended.
- 13.2 For the purposes of these terms, force majeure means:
- 13.2.1 Acts of God; or
  - 13.2.2 Acts of war (declared or undeclared), terrorism, insurrection, revolution, civil disturbance, riot, blockade or other disturbance; or
  - 13.2.3 Strikes, lockouts, other industrial action or other interferences with work; or
  - 13.2.4 Widespread failure or disruption of computer systems, including electronic mail systems; or
  - 13.2.5 Earthquake, storms, floods, lightning, fire, explosions or similar natural events.
- 13.3 This is in each case where the force majeure is beyond our reasonable control or the reasonable control of our employees.

## 14 Divulgence of Registration

- 14.1 Your or your Agents' registration details may not be assigned or surrendered except to the extent permitted by these Terms, without our prior written consent.
- 14.2 You or your Agents must keep registration details confidential and secure and must not disclose them to other parties for whom we do not recognise as authorised Agents regardless of whether you have authorised them to do so.
- 14.3 Use of the portal is strictly limited to you and your Agents for whom we have received written notification of their authorisation of use. If you allow any other person who is not registered with us to use the portal we reserve the right to withdraw authorisation of all Agents at the School until such time as we are satisfied that you are able to comply with these Terms.

## 15 Variation and Termination

- 15.1 These Terms will apply until:
- 15.1.1 The registration with the portal is terminated in writing by you on behalf of your Agents; or
  - 15.1.2 The Contract between the School and EPM is terminated; or
  - 15.1.3 We amend these Terms.

15.2 Without prejudice to your rights to continue use of the portal, we reserve the right to amend these Terms by written notice to you to such an extent as we reasonably consider appropriate in all the circumstances:

15.2.1 Where necessary to comply with the law, or any change in law or practice (or change in our understanding of law or practice), affecting or likely to affect any transactions made via the portal;

15.2.2 In the event of any alteration in circumstances which in our reasonable opinion materially affects the implementation of any of the provisions of these Terms.

15.3 Where these Terms are to be amended we will give you as much notice as is reasonably practicable in the circumstances, which will generally be at least 30 days written notice.

16 Waiver

16.1 We may agree in writing with you to waive any condition contained in these Terms.

16.2 Any waiver under the above clause does not bind us to waive that condition on any other occasion



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