



**Dated**

**6th September 2022**

**BREATHING SPACE HR LIMITED  
and  
CULTURE SQUARED CIC**

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**TERMS & CONDITIONS OF BUSINESS**

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**THIS AGREEMENT** is dated 6<sup>th</sup> September 2022

**BETWEEN**

- (1) **BREATHING SPACE HR LIMITED** incorporated and registered in England and Wales with company number 05872679 whose registered office is at 13, Festoon Rooms, Sunny Bank Mills, 83-85 Town Street, Farsley, Leeds. LS28 5UJ ("**Breathing Space HR**"); and
- (2) **CULTURE SQUARED CIC** incorporated and registered in England and Wales with company number 08848577 whose registered office is at Bradford Literature Festival Ashfield Building, Richmond Road, Bradford, West Yorkshire, England, BD7 1DP (The "**Client**").

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

**1.1 Definitions**

<b>"Client's Business Data"</b>	personal data processed in connection with this agreement including personal data of the Client's employees.
<b>"Client's Contacts"</b>	the Client's network of contacts including those on internet social media platforms and services.
<b>"Client's Manager"</b>	the Client's manager for the Services, appointed in accordance with clause 5.1.
<b>"Commencement Date"</b>	the date specified in the Proposal on which Breathing Space HR shall commence the provision of the Services to the Client.
<b>"Deliverables"</b>	all Documents, products and materials developed by Breathing Space HR or its agents, subcontractors, consultants and employees in relation to the Services in any form, including data, reports and specifications (including drafts).
<b>"Document"</b>	includes, in addition to any document in writing, any drawing, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
<b>"GDPR"</b>	The General Data Protection Regulations 2018/679.
<b>"Force Majeure Event"</b>	an event beyond the reasonable control of Breathing Space HR including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
<b>"Hourly Rate"</b>	Breathing Space HR's hourly fee rate of: <ul style="list-style-type: none"><li>• <b>HR Advisor Support:</b> Hourly rate £65 (sixty five pounds)</li><li>• <b>HR Senior Business Partner Support:</b> Hourly Rate £90 (ninety pounds)</li><li>• <b>Suzie Bogle:</b> Hourly rate £150 (one hundred and fifty pounds)</li></ul>

Subject to amendment from time to time by Breathing Space HR giving not less than one month's written notice to the Client.

The hourly rate charged will be determined by Breathing Space HR based on level of expertise/knowledge required to complete project work and tasks

<b>"In-put Material"</b>	all Documents, information and materials provided by the Client relating to the Services, including staff handbooks and policies, employee files and contracts of employment.
<b>"Initial Subscription Period"</b>	the period of 12 (twelve) consecutive calendar months commencing on the Commencement Date.
<b>"Intellectual Property Rights"</b>	copyright and related rights, patents, rights to inventions, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and 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.
<b>"Monthly Subscription Charges"</b>	the charges set out in the Proposal payable each calendar month of this agreement in accordance with clause 7.1.1 by the Client who is a Subscription Client.
<b>"Pre-existing Materials"</b>	all Documents, information and materials provided by Breathing Space HR relating to the Services which existed prior to the commencement of this agreement.
<b>"Proposal"</b>	the detailed plan describing the Services and setting out the estimated timetable (including Proposal Milestones) and responsibilities for the provision of the Services, and setting out if the Client shall be a Subscription Client, agreed in accordance with clause 3.
<b>"Proposal Milestones"</b>	a date by which a part of the Services is estimated to be completed, as set out in the Proposal.
<b>"Services"</b>	the services to be provided by Breathing Space HR under this agreement as set out in the Proposal, together with any other services which Breathing Space HR provides or agrees to provide to the Client from time to time.
<b>"Subscription Client"</b>	a Client who the parties agree in the Proposal shall subscribe for the Services on a monthly basis for the duration of this agreement as set out in clause 2.2.
<b>"VAT"</b>	value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 References to clauses and the Schedule are to the clauses and the Schedule of this agreement.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and e-mail.
- 1.10 Any words following the terms **including**, **include**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. COMMENCEMENT AND DURATION**
- 2.1 Breathing Space HR shall provide the Services to the Client and access to the Document Library from the Commencement Date on the terms and conditions of this agreement.
- 2.2 If the Client is a Subscription Client, the Services supplied under this agreement shall continue to be supplied for the Initial Subscription Period and thereafter shall continue to be supplied indefinitely until either party gives 3 (three) month's written notice to the other party that it wishes to terminate this agreement, unless this agreement is terminated earlier in accordance with clause 11.
- 2.3 If the Client is not a Subscription Client, the Services supplied under this agreement shall continue to be supplied until materially completed in accordance with the Proposal, unless this agreement is terminated in accordance with clause 11.
- 3. PROPOSAL**
- 3.1 The Proposal shall be agreed in the following manner:
- 3.1.1 the Client shall provide Breathing Space HR with a request for a Proposal, setting out the requirements and specifications of the services which it is requesting from Breathing Space HR, including a description of what work is to be done, dates by which each stage of the work is requested to be started and finished, whether the Client wishes to be a Subscription Client, Deliverables, In-put Materials and such other information as Breathing Space HR may request to allow Breathing Space HR to prepare a draft Proposal;
- 3.1.2 Breathing Space HR shall, as soon as reasonably practicable, provide the Client with a draft Proposal; and
- 3.1.3 Breathing Space HR and the Client shall discuss and agree the draft Proposal including whether the Client is to be a Subscription Client and when it has been agreed it shall become the Schedule to and subject to this agreement.

3.2 Once the Proposal has been agreed in accordance with clause 3.1.3, no amendment shall be made to it except in accordance with clause 6 and clause 14.1.

#### **4. BREATHING SPACE HR'S OBLIGATIONS**

4.1 Breathing Space HR shall use reasonable endeavours to:

- 4.1.1 provide the Services, and to deliver the Deliverables to the Client, in accordance with the Proposal in all material respects;
- 4.1.2 meet any Proposal Milestones specified in the Proposal, but any such dates shall be estimates only and time for performance by Breathing Space HR shall not be of the essence of this agreement;
- 4.1.3 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under clause 5.1.99, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

#### **5. CLIENT'S OBLIGATIONS**

5.1 The Client shall:

- 5.1.1 co-operate with Breathing Space HR in all matters relating to the Services and appoint the Client's Manager in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services;
- 5.1.2 provide, in a timely manner, such In-put Material and other information as Breathing Space HR may require, and ensure that it is accurate in all material respects;
- 5.1.3 provide, for Breathing Space HR, 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 required by Breathing Space HR or any of them;
- 5.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
- 5.1.5 keep Breathing Space HR informed of any employee issues, as soon as the Client or the Client's Manager (in relation to the Services) is aware of any action, which might result in an employment dispute with any employee;
- 5.1.6 to follow any advice given, written or verbal, by Breathing Space HR;
- 5.1.7 not make amends to agreed employment documentation (Contracts of employment, handbooks, standard employee letters, policies or procedures. This list is not exhaustive.) without the knowledge and agreement of Breathing Space HR;
- 5.1.8 keep Breathing Space HR advised of any change in number of employees employed by the Client, whether temporary or permanent, regardless of the employee's working hours;
- 5.1.9 inform Breathing Space HR of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises; and
- 5.1.10 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of In-put Material in all cases before the date on which the Services are to start;

5.2 Failure to observe clauses 5.1.5, 5.1.6 or 5.1.7 may result in additional fees being invoiced by Breathing Space HR if it is required to spend additional time or resources resolving any potential issue.

- 5.2.1 The additional fees shall be invoiced at Breathing Space's hourly rate of £90.00, exclusive of VAT, per hour.

- 5.3 If Breathing Space HR's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Breathing Space HR shall 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.
- 5.4 The Client shall be liable to pay to Breathing Space HR, on demand, all reasonable costs, charges or losses sustained or incurred by Breathing Space HR (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to Breathing Space HR confirming such costs, charges and losses to the Client in writing.
- 5.5 The Client shall not, without the prior written consent of Breathing Space HR, at any time from the date of this agreement to the expiry of 12 (twelve) months after the termination of this agreement, solicit or entice away from Breathing Space HR or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Breathing Space HR in the provision of the Services.
- 6. CHANGE CONTROL**
- 6.1 If either party requests a change to the scope or execution of the Services, Breathing Space HR shall, within a reasonable time, provide a written estimate to the Client of:
- 6.1.1 the likely time required to implement the change;
  - 6.1.2 any necessary variations to Breathing Space HR's charges arising from the change;
  - 6.1.3 the likely effect of the change on the Proposal; and
  - 6.1.4 any other impact of the change on this agreement.
- 6.2 If the Client wishes Breathing Space HR to proceed with the change, Breathing Space HR has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the Proposal and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with clause 14.1.
- 6.3 Notwithstanding clause 6.2, Breathing Space HR may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If Breathing Space HR requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.
- 7. CHARGES AND PAYMENT FOR SERVICES**
- 7.1 In consideration of the provision of the Services by Breathing Space HR, the Client shall pay:
- 7.1.1 if the Client is a Subscription Client, the Monthly Subscription Charges on the 15<sup>th</sup> day of each calendar month;
  - 7.1.2 if the terms of business are signed before the 15<sup>th</sup> of the month, the client will be invoiced for that month, if the terms of business are signed after the 15<sup>th</sup> of the month, the client will be invoiced in the next calendar month for the previous month
  - 7.1.3 if the Client is not a Subscription Client, the charges on a time and materials basis (which shall be calculated in accordance with Breathing Space HR's standard Hourly Rate) in accordance with clause 7.7.
- 7.2 The Monthly Subscription Charges and the Hourly Rate exclude:

- 7.2.1 the cost of hotel, subsistence and any other ancillary expenses reasonably incurred by the individuals whom Breathing Space HR engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Breathing Space HR for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Breathing Space HR at cost;
  - 7.2.2 Meetings or telephone conferences arranged and mutually agreed outside normal working hours of 9am to 5pm, Monday to Friday or arranged on Bank holidays. These will be charged at an hourly rate of £120 (one hundred and twenty pounds);
  - 7.2.3 The Out of Scope items detailed in the Proposal;
  - 7.2.4 travelling expenses, which Breathing Space HR shall add to its invoices at the rate of £45 (forty-five pounds) per hour, when not travelling to the Client's Yorkshire sites, plus VAT.
- 7.3 If the Client is a Subscription Client, Breathing Space HR shall invoice the Client monthly in arrears for any expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in clause 7.2.
- 7.4 If the client is a Subscription Client, end of the initial subscription period and subsequently at the anniversary of the end of the initial subscription period, Breathing Space HR reserve the right to increase the monthly subscription charge by the inflation rate at that time.
- 7.5 If the client is a Subscription Client, end of the initial subscription period and subsequently at the anniversary of the end of the initial subscription period, Breathing Space HR will review the Client's employee headcount total and reserve the right to increase the monthly subscription fee in line with the new employee headcount.
- 7.6 In respect of charges payable by the Client under clause 7.1.3, Breathing Space HR shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in clause 7.1.3 and clause 7.2. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a breakdown of any expenses and materials, accompanied by the relevant receipts.
- 7.7 The Client shall pay each invoice submitted to it by Breathing Space HR, in full and in cleared funds, within 7 (seven) days of receipt to a bank account nominated in writing by Breathing Space HR.
- 7.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Breathing Space HR on the due date:
  - 7.8.1 the Client shall pay interest on the overdue amount at the rate of 4% (four percent) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
  - 7.8.2 Breathing Space HR may suspend all Services until payment has been made in full.
- 7.9 All sums payable to Breathing Space HR under this agreement shall become due immediately on its termination, despite any other provision. This clause 7.9 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.10 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.11 Should the Client fail to pay all sums owed to Breathing Space HR, the Directors of the Client will be held personally liable for any outstanding amount.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 As between the Client and Breathing Space HR, all Intellectual Property Rights and all other rights in the Deliverables, the Pre-existing Materials shall be owned by Breathing Space HR. Subject to clause 8.2, Breathing Space HR licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables, the Services. If this agreement is terminated, this licence (except in respect of the Deliverables) will automatically terminate.
- 8.2 The Client acknowledges that, where Breathing Space HR does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on Breathing Space HR obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Breathing Space HR to license such rights to the Client.

## **9. CONFIDENTIALITY**

- 9.1 Each party undertakes that it shall not at any time during this agreement, and for a period of 5 (five) years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- 9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
  - 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## **10. LIMITATION OF LIABILITY**

- 10.1 Nothing in this agreement limits or excludes Breathing Space HR's liability for:
- 10.1.1 death or personal injury caused by its negligence;
  - 10.1.2 fraud or fraudulent misrepresentation; or
  - 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.2 Subject to clause 10.1:
- 10.2.1 Breathing Space HR shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement; and
  - 10.2.2 Breathing Space HR's total liability to the Client in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of £1 million or the maximum level of cover of Breathing Space HR's professional indemnity insurance.
- 10.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.



## **11. DATA PROCESSING**

- 11.1 In this Clause 12 and in the Agreement, “**personal data**”, “**data subject**”, “**data controller**”, “**data processor**”, and “**personal data breach**” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“**GDPR**”).
- 11.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 12 and the Agreement shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 11.3 For the purposes of the Data Protection Legislation and for this Clause 12 and the Agreement, the Client is the “**Data Controller**” and Breathing Space HR is the “**Data Processor**”.
- 11.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in Schedule 2 of this Agreement.
- 11.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.
- 11.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions.
- 11.7 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
- 11.7.1 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
- 11.7.2 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
- 11.7.3 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- 11.7.3.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
- 11.7.3.2 Affected data subjects have enforceable rights and effective legal remedies;
- 11.7.3.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- 11.7.3.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
- 11.7.4 Assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner’s Office);
- 11.7.5 Notify the Data Controller without undue delay of a personal data breach;

- 11.7.6 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and
  - 11.7.7 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 11.8 The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-processor, the Data Processor shall:
  - 11.8.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 12 which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
  - 11.8.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 11.9 Either Party may, at any time, and on at least 30 days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.
- 12. TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
  - 12.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 (five) days after being notified in writing to make such payment;
  - 12.1.2 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 (five) days after being notified in writing to do so;
  - 12.1.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - 12.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing; or
  - 12.1.5 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13. CONSEQUENCES OF TERMINATION**
- 13.1 On termination or expiry of this agreement:
  - 13.1.1 the Client shall immediately pay to Breathing Space HR all of Breathing Space HR's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Breathing Space HR may submit an invoice, which shall be payable immediately on receipt;

- 13.1.2 the Client shall return all Pre-existing Materials. If the Client fails to do so, then Breathing Space HR may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;
- 13.1.3 the following clauses shall continue in force: clause 8 (Intellectual Property Rights), clause 9 (Confidentiality), clause 10 (Limitation of liability), clause 11 (Data Processing), clause 13.1 and clause 14.13 (Governing law and jurisdiction).
- 13.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 13.3 For the avoidance of doubt, if the Client is a Subscription Client and attempts to terminate this agreement during the Initial Subscription Period otherwise than in accordance with clause 112, then, without prejudice to any rights, remedies, obligations or liabilities of the Client that have accrued up to the date of termination, the full amount of all Monthly Subscription Charges for the remainder of the Initial Subscription Period following such termination shall immediately become payable by the Client.
- 14. GENERAL**
- 14.1 Subject to clause 6, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.2 Breathing Space HR shall not be liable to the Client as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event. If the Force Majeure Event prevents Breathing Space HR from performing its obligations under this agreement for more than 4 (four) weeks, Breathing Space HR shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the Client.
- 14.3 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.5 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 shall not affect the validity and enforceability of the rest of this agreement.
- 14.6 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. Each party agrees that it 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. Nothing in this clause shall limit or exclude any liability for fraud.
- 14.7 If there is an inconsistency between any of the provisions of this agreement and the Proposal, the provisions of this agreement shall prevail.
- 14.8 This agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement. Breathing Space HR may at any time assign, transfer, mortgage, charge or deal

in any other manner with any or all of its rights and obligations under this agreement, provided that Breathing Space HR gives prior written notice to the Client.

- 14.9 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.10 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 14.11 Any notice or other communication given to a party under or in connection with this agreement shall:
- 14.11.1 be in writing, addressed to that party at such address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail;
- 14.11.2 be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.11.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission.

The provisions of this clause 14.11 shall not apply to the service of any proceedings or other documents in any legal action.

- 14.12 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 14.13 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

## SCHEDULE 1

**Monthly subscription for all services:** £750 per month. Exclusive of VAT.

Initial contract term is 12 months, to begin on signature of Services Agreement.

**YOUR PACKAGE is:** **INTEGRATED BASED ON THE PROPOSAL DETAILED BELOW**

### Proposal for HR Services

**Client:** Bradford Literature Festival

**Date:** 1 Sept 2022





## Client HR Proposal

(Valid for one month from date of proposal)

Thank you for requesting a proposal from Breathing Space HR.

### Benefits of Outsourcing HR

- You are getting a wealth of **expertise** from 3 levels of HR specialists - Senior People Strategy, People Business Partner and HR Admin with your own dedicated People Partner who will get to know you and your team.
- Employees feel confident they are getting **independent advice** from a third party and are more open to talk in confidence about issues and concerns.
- Gives you the ability to refer difficult/potentially long-term employee issues to a third party for **impartial** advice and resolution.

## Client Brief

For your needs, we recommend our fully integrated package.

Breathing Space are moving our focus in branding and delivery to meet the needs of Employers in the current culture. A culture which has been dramatically affected by lockdowns and there is an expectation for a great Employee Experience via engagement with all staff – listening and responding to them, whilst improving productivity, employee knowledge and skills and simply being a fab place to work.

## Pricing

Based on up to 20 employees. Minimum of 12-month service contract:

**£750 excl. VAT per month** (invoiced current month – 15 days payment terms)

## Planning

Following the initial site visit and discussions, we will create a project plan with **key priorities for the term of working together.**

This can be added to as needs arise, whether that is employee specific work, compliance issues or proactive **Employer Brand and Attraction Strategy improvements**, and these will be noted and given timelines for completion.

This provides transparency and clarity on what will be delivered and when. It also provides a clear record of the value of the **HR improvements made across the duration of the subscription period.**



## Attract

### Employer Brand

As per our meeting, we had a quick look at how BLF presents itself to potential employees, we would look to improve this Brand or simply ensure that all channels for potential employees to look at BLF are active and current. This includes the website and blogs.

- <https://uk.indeed.com/cmp/Bradford-Literature-Festival-2>
- [https://www.glassdoor.co.uk/Overview/Working-at-Bradford-Literature-Festival-EI\\_IE2414573.11,39.htm](https://www.glassdoor.co.uk/Overview/Working-at-Bradford-Literature-Festival-EI_IE2414573.11,39.htm)
- <https://www.linkedin.com/company/bradford-literature-festival/jobs/>
- <https://www.facebook.com/bradfordlitfest>

### Active Search

This is an opportunity to research and review those competitors and engage with employees who we would like to approach for potential opportunities.

### Recruitment Process and Administration

The Employer Brand is damaged by poor administration and slowness of the recruitment process, we endeavour to be speedy and respond to every candidate at every stage of the process.

This will also mean that the leadership and managers only have to become involved in the later stages of interviewing and that frees up time for other responsibilities.

All adverts will be using your Brand (no hiding behind recruiter brands), adverts will be engaging, “fashionably” (recruitment advertising is like all advertising – it must look and feel up to date) written.

We would also like to ensure that all managers have training in interview skills and how to make the most of the selection process, ensuring that the Employer Brand becomes unblemished.

Service	Cost
<b>Job description and person specification design – This could be on site or via Zoom</b>	Included in Subscription
<b>Interview Question Design</b>	Included in Subscription



<b>Job Advertising – Job Advert across 8 different paid-for platforms including Indeed, Reed, CV Library, Total Jobs. Advert is live for 28 days.</b>	£500 Per Advert and first sift
<b>Resourcing – Telephone interview candidates and build a short list ready to interview</b>	£60 per hour £90 per hour – senior level recruitment
<b>Organising Interviews &amp; Giving Candidate Feedback</b>	£60 for up to 4 Interviews £100 for 5 + Interviews
<b>Interview Support – Running or Supporting on Interview be it onsite or via zoom</b>	Included in Subscription

#### **Other Activities**

- Bonus & Commission
- Employee Benefits
- Induction / Onboarding Reviews
- Salary Benchmarking
- Flexible Working (when/how/where)





## Support

### Covering the HR “basics” and compliance

- Employee rights at work
- Employment contracts and handbook drafting
- Employee Handbook questions
- General Employment law
- Holiday entitlement
- Sick pay and leave
- Other absences from work
- Equality, Discrimination or Harassment
- Raising Grievances
- Disciplinary process
- Maternity Adoption and Paternity
- Working time
- Managing teams
- Difficult conversations
- Resolving conflicts
- Recruitment, sifting and attraction
- Managing employee’s day to day
- Flexible working
- Appraisals and regular development meetings
- Problems with colleagues
- Resigning from work
- Redundancy
- Interviews and recruitment
- Using phones and IT at work
- Using social media at work

### Basic HR and Legal Documents

Current legal contracts and policies can be out of date or not present at all. The legal necessities may not have been full covered, rendering the documents not fit for purpose. These documents will not support the managers in any disputes with employees and will not give enough clarity on the working arrangements in place.

We will review the existing documentation (Employee handbooks, contracts of employment, Discipline and Grievance, Equal Opportunities, including discrimination, harassment, and bullying), and then introduce amended or new documents.

We will ensure that contracts of employment are fit for purpose. We will make the right changes and make the documents fully appropriate and bespoke to the organisation’s purpose and goals.

If any documents are missing that we feel are a necessity to your organisation, we will draft a bespoke document.

We will support the Directors/Managers with the introduction of new documents, take over the queries from employees about those documents – thereby freeing up the Directors/Managers and ensuring that queries are answered efficiently, legally and in a timely manner.

We also have a section on our website How to HR which is free to sign up to and contains many of the basic templates.

### Phone and Email Support



Sometimes a quick check by phone or by email is all that is required, sometimes it can be longer, but it's vital for managers to know that professional advice can be obtained quickly.

**We provide unlimited calls and emails to our helpline for all managers and directors with regard to cases and issues with employees.**

### **HR Helpline for employees**

In large corporations, HR acts to inform and advise the employees as well as the managers, this is critical to good employee management. HR ensure that the correct information is given, and minor problems are “nipped in the bud.” If you think about most of the conflict that happens, it is usually a small problem which has got out of control. HR responding quickly and in the best interests of the employer, often prevents “crisis management”.

- We provide a phone helpline for managers and employees for support on any HR matters. We have found that opening the helpline to all staff supports everyone in answering the small to large questions. Sometimes the small questions from employees can snowball into de-motivation and possible conflict, particularly where managers do not know the answer, or they delay in responding.
- We provide posters for staff noticeboards about the helpline and can arrange an introductory meeting with employees to introduce us to your team.

### **Management and Leadership Support**

The majority of problems can be resolved by managers who are experienced and skilled in people management and who have a good relationship with the team. If and when problems do occur which managers are not equipped to resolve, we are there to support both managers and employees alike through difficult and sometimes complex situations.

After a simple call or email introducing the problem, we can support the manager with guidance, coaching and of course being present as the HR Business Partner for the organisation.

We tend to build strong and long-lasting relationships with key managers, and we add value through our expert advice and simple presence in difficult times. We can also “take-over” meetings from less experienced managers to ensure they run positively and legally. We prefer to coach and teach your managers to be better and develop new skills.

Part of our unique selling point is to tell our clients; we will be there when we believe it is necessary and for the protection of your organisation – not just when you request it. Expert support at the outset can prevent escalation and time wasting further down the line.

### **HR Transactional Administration**

This is the point where we take over all the administration of your employees and improve it. This is incredibly popular as it reduces management time on basic but extremely critical legal administration. We can say that managers and team leaders feel relieved when we come on board allowing them to get on with key operational tasks.

It can be time consuming for managers to write all the employee letters and forms that are required by law and general management; therefore, the additional support is designed to reduce time cost and



lost productivity for managers and to ensure documents are legally correct and stored in accordance with GDPR.

Full administrative support, tell us what you need, and we will design, input personal details, such as addresses and salaries, and email/post out a hardcopy of the appropriate document, whether it be a contract of employment, offer letter, a reference, change of salary/promotion or an informal warning letter. We will also manage the receipt of key documents and identity checks – collaborating with managers to chase employees or contacting them directly.

We will also manage all HR information systems for clients, including implementation, document management, updates and managing changes. In addition, monthly management information reports are delivered from systems or by development with the client.

### **NEW! HR Information System (HRIS)\***

We are developing a HR Information System for our clients to increase speed of HR processing, creating a central point for all HR services and data collation, supporting employee engagement and management. This will enable employee self-service, proper holiday and sickness management for you and your team plus more modules to support wellbeing and development.

\*costs may be attached to bespoke development of the HRIS to suit BLF.

## **Engage**

**From our meeting I would like to suggest that the implementation of:**

- Employee Feedback / Surveys
- Exit / Stay Interviews
- Wellbeing
- Diversity / Inclusion / Equality

Particularly employee feedback – let's ask them what they want and then see what we can deliver without cost or minimal cost

Other activities under this heading which are included in what we deliver:

- Vision & Values
- Corporate Social Responsibility
- Annual Pay Increases – using Cendex software to benchmark salaries with “real” data
- Internal Communications
- Family Friendly Policies and Attitude

As a public funded organisation with clear aims for the Bradford Community, we understand that the above has been carefully implemented, however we would ensure that the external perception is mirrored internally with behaviour and conditions of employment.



## Develop

Develop the People **AND** Develop the Organisation!

### People

- Appraisals
- Disciplinary / Resolution / Grievance / Appeals
- Performance Improvement Process
- Talent management
- Training Needs Analysis & Delivery

### Organisation

- Business Reorganisation incl, business location moves
- Variations to Contracts
- Mergers & Acquisitions / TUPE
- Management Information/Board Reporting
- Redundancies
- International working practices

### DevelopME

DevelopME is your personal learning and development resource, packed with useful career advice videos, tips and articles, courses, and bite size learning to help support your employees career growth and development.

Speak to your HR Business Partner about how to make the best use of this resource of over 8000 courses. We can help you to devise programmes for individuals or your teams to develop business skills, cover essential topics and enhance their career progression within the business.

We also recommend your employees start with the AssessME section which will help them identify areas for personal development. The resource also provides Mental health and wellbeing support.

DevelopME can be purchased as a standalone Training and Development Package:

Fee: £79 per employee per year.



## **Management Skills Coaching and Training**

We collaborate with clients to identify training requirements and we also deliver HR related training workshops to help support managers.

Sometimes Managers just need coaching on how to deal with specific management situations. It might not be disciplinary or redundancy – just someone being late, a dip in performance or some behaviour you would like to stop. Managers should be capable of handling these meetings alone, but guidance and support is good to ensure they are confident and are getting the best from the team.



## SCHEDULE 2– DATA PROTECTION

### Part 1 - OPERATIVE PROVISIONS

#### 1. DEFINITIONS

##### 1.1 In this Schedule:

<b>“Controller”</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>“Data Protection Laws”</b>	means, as binding on either party or the Services: <ul style="list-style-type: none"> <li>(a) the GDPR;</li> <li>(b) the Data Protection Act 2018;</li> <li>(c) any laws which implement any such laws; and</li> <li>(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;</li> </ul>
<b>“Data Subject”</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>“GDPR”</b>	means the General Data Protection Regulation, Regulation (EU) 2016/679;
<b>“International Organisation”</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>“Personal Data”</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>“Personal Data Breach”</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>“processing”</b>	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including <b>“process”</b> , <b>“processed”</b> and <b>“processes”</b> shall be construed accordingly);
<b>“Processor”</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>“Protected Data”</b>	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier’s obligations under this agreement; and
<b>“Sub-Processor”</b>	means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

#### 2. CUSTOMER’S COMPLIANCE WITH DATA PROTECTION LAWS

The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The



Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of this agreement) shall at all times be in accordance with Data Protection Laws.

**3. SUPPLIER'S COMPLIANCE WITH DATA PROTECTION LAWS**

The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this agreement.

**4. INDEMNITY**

The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Schedule.

**5. INSTRUCTIONS**

5.1 The Supplier shall only process the Protected Data in accordance with this Schedule 2 and this agreement (including when making any transfer to which paragraph 10 relates), except to the extent:

5.1.1 that alternative processing instructions are agreed between the parties in writing; or

5.1.2 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2 Without prejudice to paragraph 2 of Part 1 of this Schedule 2, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

**6. SECURITY**

Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in Part 2 of Section 2 of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

**7. SUB-PROCESSING AND PERSONNEL**

7.1 The Supplier shall:

7.1.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

7.1.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

7.1.3 remain fully liable to the Customer under this agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

7.1.4 ensure that all natural persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

**8. LIST OF AUTHORISED SUB-PROCESSORS**

The Customer authorises the appointment of the Sub-Processors listed below: None at the time of this agreement.

**9. ASSISTANCE**

9.1 The Supplier shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier.

9.2 The Supplier shall (at the Customer's cost) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

**10. INTERNATIONAL TRANSFERS**

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer.

**11. AUDITS AND PROCESSING**

The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11).

**12. BREACH**

The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

**13. DELETION/RETURN AND SURVIVAL**

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data.

**Part 2 – DATA PROCESSING AND SECURITY DETAILS****Section 1 – Data Processing Details**

Processing of the Protected Data by the Supplier under this agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in the table below:





Process	Information Held		Is the data sensitive personal data?	What is the purpose of storing the data.	Who has access to this data? / Is the data shared with anyone	How long will this data be held?	How is the information safeguarded?
Recruitment	Candidate – Name / Address		Yes	Legitimate interest in business activities to fulfil recruitment	BSHR employees and Client employer of the individual	Data should be removed once the recruitment process has finished unless the candidate has given their explicit consent to hold onto it. – 6 months to a year for unsuccessful candidate	Held under Cloud Based encrypted vault storage. "Nimbox"
	CV		Yes				
	Job application		Yes				
	Assessment/ recruitment results		Yes				
	Interviewer notes / feedback		Yes				
New Starter	Name		Yes	necessary to do so in connection with their individual contracts of employment and to comply with the employer's legal obligations.		6 years after employment ceases.	
	Date of Birth		Yes				
	Address		Yes				
	Gender		Yes				
	Telephone number		Yes				
	Email address		no	Performance of contract		Remove after 3 months of end of employment	
	Bank Details		yes				
	ID – Passport/Birth Certificate		Yes	Comply with Right to work Law		2 years after employment ceases.	
	Ethnic Group		Yes				
	Religious beliefs		Yes				
	Disability information		Yes				
	Driving license information		Yes				
	Information on Criminal convictions		Yes	Legal requirement?		6 months after successful employment	
	Employment References		Yes				
	Proof of Qualifications		Yes	Legitimate interest & consent		6 months after successful employment	
Medical History Questionnaire		Yes					
Signed Contract of employment		Yes	comply with the employer's legal obligations	Remove after 6 months of end of employment			
Signed agreement to IT policy		no					
Pay Information	Payslips		Yes	compliance with a legal obligation	performance of the employment contract	6 years.	Statutory authority: Taxes Management Act 1970.
	P45 from previous employer		Yes				
	P60		Yes			3 years after the end of the pay reference period following the one that the records cover.	
	P11d		Yes				
	Records of Bonus/ Overtime / Expense payments		Yes				
Employment changes	Change of terms letters		Yes	comply with the employer's legal obligations. (performance of the employment contract)	6 years after employment ceases.	6 years after employment ceases.	
	Any supporting evidence ie. authorisation		Yes				
Performance processes	Confirmation of passed probation		Yes	To monitor, improve and develop employees.		6 years after employment ceases.	
	1 to 1 forms		Yes				
	Notes on review meetings		Yes	Legitimate interest.			
	Appraisal form		Yes				
	Training records / certificates		Yes				
Sickness	Sickness Records		Yes	To monitor sickness in the company.	at least 3 months after the end of the period of sick leave in case of a disability discrimination claim. If there were to be a contractual claim for breach of an employment contract it may be safer to keep records for 6 years after the employment ceases		
	Return to work forms		Yes				
	Doctors fit notes		Yes	To support and make adjustments for employees in ill health			
	GP Reports		Yes				defend possible future legal claims.
	Occupational Health Reports		Yes				
Employment Relations	Disciplinary	Investigation	Yes	To manage issues of conduct/ complaints/ comply with employment law	6 years after employment ceases.		
	Grievance	Hearing notes	Yes				
	Appeal	Letters; Hold/invite/outcome	Yes	defend possible future legal claims.			
	Flexible working requests		Yes				
	Letter of consequence		Yes				
	Documented conversation		Yes				
	Disciplinary record		Yes				
	Redundancy / Settlement Agreement		Yes				
Leave	Maternity leave/Pay		Yes	compliance with a legal obligation	Pay - 3 years after the end of the tax year in which the maternity period ends. Statutory authority: The Statutory Maternity Pay (General) Regulations 1986 (SI 1986/1960) as amended.		
	Paternity leave/Pay						
	Paternity leave/Pay						Yes
	Adoption leave/Pay		Yes	compliance with a legal obligation	Leave – 6 years after end of employment to defend against claims.		
	Shared Parental leave leave/Pay		Yes				
	Parental Leave		Yes	compliance with a legal obligation	5 years from birth/adoption of the child or 18 years if the child receives a disability allowance		
	General absence not for sickness		Yes				
	Holiday records		Yes	compliance with a legal obligation	2 years from date on which they were made. – Working time directive. 6 years after employment to defend against claims		
	Overtime records		Yes				
	Hours worked records		Yes				
Leavers	Resignation Letter from employee		Yes	defend possible future legal claims	6 years after employment ceases.		
	Letter from employer to confirm leaving		Yes				
	References – length of service		Yes	Employees interest			
	Exit Interviews ( not anonymised)		Yes				Legitimate interest



## Section 2—Minimum Technical and Organisational Security Measures

1. The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:
2. In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

Signed by **SUZIE BOGLE**, Managing Director for  
and on behalf of **BREATHING SPACE HR  
LIMITED**

Signed by **SYIMA ASLAM**, CEO & Artistic  
Director for and on behalf of **CULTURE  
SQUARED CIC**