

# Cabinet

## Agenda

**MONDAY**  
**11 OCTOBER 2021**  
**7.00 pm**

**MAIN HALL**  
**FIRST FLOOR**  
**3 SHORTLANDS**  
**LONDON W6 8DA**

Watch the meeting  
live on YouTube:  
<https://youtu.be/Mv1ltx3vo8k>

**Date Issued**  
**01 October 2021**

### Membership

Councillor Stephen Cowan, Leader of the Council  
Councillor Sue Fennimore, Deputy Leader  
Councillor Larry Culhane, Cabinet Member for Children and Education  
Councillor Andrew Jones, Cabinet Member for the Economy  
Councillor Wesley Harcourt, Cabinet Member for the Environment  
Councillor Max Schmid, Cabinet Member for Finance and Commercial Services  
Councillor Ben Coleman, Cabinet Member for Health and Adult Social Care  
Councillor Lisa Homan, Cabinet Member for Housing  
Councillor Adam Connell, Cabinet Member for Public Services Reform  
Councillor Sharon Holder, Cabinet Member for Strategy

If you require further information relating to this agenda please contact:  
Katia Neale, Committee Coordinator, tel: 07776 672 956 or email:  
[katia.neale@lbhf.gov.uk](mailto:katia.neale@lbhf.gov.uk)

Reports on the open Cabinet agenda are available on the Council's website: [www.lbhf.gov.uk/councillors-and-democracy](http://www.lbhf.gov.uk/councillors-and-democracy)

### PUBLIC NOTICE

The Cabinet hereby gives notice of its intention that it may want to hold part of this meeting in private to consider the exempt elements of item 7 which is exempt under paragraph 3 of Schedule 12A to the Local Government Act 1972, in that they relate to the financial or business affairs of any particular person, including the authority holding the information.

The Cabinet has received no representations as to why the relevant part of the meeting should not be held in private.



### Shortlands

3 Shortlands,  
Hammersmith,  
London W6 8DA

 **Closest Underground Station**  
Hammersmith

 **Closest Bus Stop**  
Latymer Court (Stop G)

**PLEASE NOTE** This meeting will be held in-person and is open to the public and press, but spaces are limited due to social distancing requirements. If you would like to attend in person please contact: [katia.neale@lbhf.gov.uk](mailto:katia.neale@lbhf.gov.uk). For further information please see the Public Attendance notice overleaf.

## Covid Guidance for Attendees

Members of the public and press are welcome to attend the meeting but unless you have to attend, we recommend watching on YouTube: <https://youtu.be/Mvlltx3vo8k>

If you need to attend in person, you can do so but spaces are limited due to social distancing measures. Please email Katia Neale on [katia.neale@lbhf.gov.uk](mailto:katia.neale@lbhf.gov.uk) and say which item you would like to attend for. Priority will be given to those who are participating in the meeting. Observers will be allocated seats on a first come first serve basis.

### Before attending the meeting

Do not attend a meeting if you are experiencing Coronavirus symptoms.

Anyone experiencing symptoms of Coronavirus is eligible to book a swab test to find out if they have the virus. You can register for a test after checking your symptoms through the NHS website: <https://www.gov.uk/get-coronavirus-test> or by calling 119.

Even if you are not experiencing Coronavirus symptoms, you should take a lateral flow test in the 24 hours before attending the meeting.

You can order lateral flow tests online or visit one of our testing centres: <https://www.lbhf.gov.uk/coronavirus-covid-19/health-and-wellbeing-advice/covid-19-testing>

Lateral flow tests will also be available at the meeting venue but if you intend to take a test at the venue, please arrive 40 minutes early.

If your lateral flow test returns a positive result, you should follow Government guidance to self-isolate and make arrangements for a PCR test.

### Attending the meeting

To make our buildings Covid-safe, it is important that you observe the rules and guidance on social distancing and hand washing. Face coverings must be worn when entering the building and in communal areas but can be removed when seated.

You must follow all the signage and measures that have been put in place. They are there to keep you and others safe.

Security staff will be waiting in reception to direct members of the public to the meeting room.

### DEPUTATIONS

Members of the public may submit a request for a deputation to the Cabinet on item numbers **4-7** on this agenda using the Council's Deputation Request Form. The completed Form, to be sent to Kayode Adewumi at the above address, must be signed by at least ten registered electors of the Borough and will be subject to the Council's procedures on the receipt of deputations. **Deadline for receipt of deputation requests: Wednesday 6 October 2021.**

### COUNCILLORS' CALL-IN TO SCRUTINY COMMITTEES

A decision list regarding items on this agenda will be published by **Tuesday 12 October**. Items on the agenda may be called in to the relevant Accountability Committee.

The deadline for receipt of call-in requests is: **Friday 15 October at 3.00pm**. Decisions not called in by this date will then be deemed approved and may be implemented.

A confirmed decision list will be published after 3:00pm on **Friday 15 October 2021**.

# Cabinet Agenda

11 October 2021

<u>Item</u>	<u>Pages</u>
1. <b>MINUTES OF THE CABINET MEETING HELD ON 6 SEPTEMBER 2021</b>	5 - 12
2. <b>APOLOGIES FOR ABSENCE</b>	
3. <b>DECLARATION OF INTERESTS</b>	
<p>If a Councillor has a disclosable pecuniary interest in a particular item, whether or not it is entered in the Authority's register of interests, or any other significant interest which they consider should be declared in the public interest, they should declare the existence and, unless it is a sensitive interest as defined in the Member Code of Conduct, the nature of the interest at the commencement of the consideration of that item or as soon as it becomes apparent.</p> <p>At meetings where members of the public are allowed to be in attendance and speak, any Councillor with a disclosable pecuniary interest or other significant interest may also make representations, give evidence or answer questions about the matter. The Councillor must then withdraw immediately from the meeting before the matter is discussed and any vote taken.</p> <p>Where Members of the public are not allowed to be in attendance and speak, then the Councillor with a disclosable pecuniary interest should withdraw from the meeting whilst the matter is under consideration. Councillors who have declared other significant interests should also withdraw from the meeting if they consider their continued participation in the matter would not be reasonable in the circumstances and may give rise to a perception of a conflict of interest.</p> <p>Councillors are not obliged to withdraw from the meeting where a dispensation to that effect has been obtained from the Standards Committee.</p>	
4. <b>OUR EQUALITIES PLAN 2021-2025 MEANS BUSINESS</b>	13 - 49
5. <b>CAPITAL PROGRAMME MONITOR &amp; BUDGET VARIATIONS, 2021/22 (FIRST QUARTER)</b>	50 - 78
6. <b>PLANNING OBLIGATIONS DRAW DOWN REPORT 2020/21</b>	79 – 98

7. **PROCUREMENT FOR THE PROVISION OF THE AGENCY INTERIM AND TEMPORARY WORKERS CONTRACT** 99 - 163

This report has one appendix which contains information exempt within the meaning of Schedule 12A to the Local Government Act 1972 and is not for publication. The appendix has therefore been circulated to Cabinet Members only.

***Any discussions on the contents of an exempt appendix will require Cabinet to pass the proposed resolution identified at the end of the agenda to exclude members of the public and the press the proceedings for that discussion.***

8. **FORWARD PLAN OF KEY DECISIONS** 164 - 201

9. **DISCUSSION OF EXEMPT ELEMENTS (IF REQUIRED)**

#### **LOCAL GOVERNMENT ACT 1972 - ACCESS TO INFORMATION**

**Proposed resolution:**

*Under Section 100A (4) of the Local Government Act 1972, that the public and press be excluded from the meeting during the consideration of the following items of business, on the grounds that they contain the likely disclosure of exempt information, as defined in paragraph 3 of Schedule 12A of the said Act, and that the public interest in maintaining the exemption currently outweighs the public interest in disclosing the information.*



London Borough of Hammersmith & Fulham

# Cabinet

## Minutes



**Monday 6 September 2021**

*NOTE: This meeting was held remotely. A recording of the meeting can be watched at on YouTube at: <https://youtu.be/lt3ehl5RvR0>*

### **PRESENT**

Councillor Stephen Cowan, Leader of the Council  
Councillor Wesley Harcourt, Cabinet Member for the Environment  
Councillor Lisa Homan, Cabinet Member for Housing  
Councillor Max Schmid, Cabinet Member for Finance and Commercial Services

### **IN ATTENDANCE VIRTUALLY**

Councillor Sue Fennimore, Deputy Leader  
Councillor Ben Coleman, Cabinet Member for Health and Adult Social Care  
Councillor Adam Connell, Cabinet Member for Public Services Reform  
Councillor Larry Culhane, Cabinet Member for Children and Education  
Councillor Andrew Jones, Cabinet Member for the Economy  
Councillor Sharon Holder, Cabinet Member for Strategy

### **INTRODUCTION**

Councillor Stephen Cowan, the Leader of the Council, explained that due to the pandemic and the extremely contagious Delta variant Cabinet attendance in person at the meeting would continue to be limited to a minimum. He introduced the other three Cabinet Members in attendance in person and ensured the meeting was fully quorate. All other six Cabinet Members and officers were in attendance virtually via Zoom.

With the continued spread of the Delta variant and the dangerous mutation of the virus, the Council was fully committed to the safety of its residents and to maintain the economy. He reiterated that the Council's advice was to wear masks at all times when travelling around buildings and on public transport to help contain the spread and mutation of the virus.

### **1. MINUTES OF THE CABINET MEETING HELD ON 5 JULY 2021**

That the minutes of the meeting of the Cabinet held on 5 July 2021 be confirmed and signed as an accurate record of the proceedings, and that the outstanding actions be noted.

**2. APOLOGIES FOR ABSENCE**

There were no apologies for absence.

**3. DECLARATION OF INTERESTS**

There were no declarations of interest.

**4. CAPITAL PROGRAMME MONITOR & BUDGET VARIATIONS, 2020/21 (OUTTURN)**

Councillors Max Schmid introduced the report and noted that no significant new capital projects had been proposed.

**AGREED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To approve the proposed budget variations to the capital programme as summarised in Table 1 and detailed in Appendix 2.
2. To approve an adjustment of £422,317 to the budget for the construction of affordable units at Spring Vale estate funded by 30% of Greater London Authority (GLA) affordable housing grant and 70% Housing Revenue Account (HRA) borrowing, as detailed in section 19.
3. To note the capital outturn for the year.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**5. 2020/21 REVENUE OUTTURN REPORT**

Councillors Max Schmid stated that the last year had been extremely difficult financially, with unexpected expenses and loss of income due to the pandemic, only partially covered by the Government grants. Despite these challenges this report showed a slight underspend which was an achievement and a tribute to all officers working across the Council. In particular to the S151 Officer and Director of Finance, Emily Hill and her team who had managed to keep tight financial control and had continued to cut waste. They had maintained a good

level of Council Tax and housing rent collection while not using bailiff's collectors but intervening early to ensure residents received the support they needed.

The Leader outlined that one of the Council's basic aspiration other than keeping people safe was to have a robust and strong public finance. He also paid tribute to officers who were totally committed to bringing services on budgets and finding savings. They were taking an innovative approach and were driving forward efficiencies and modernising the ways the Council operated.

**NOTED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To note the General Fund underspend of £0.301m and that this be added to the Council's general balance.
2. To note that the draw down from the Housing Revenue Account general balance was £0.904m less than budgeted.
3. To note the in-year reduction in the Dedicated Schools Grant High Needs Block cumulative overspend of £3.111m.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**6. 2021/22 CORPORATE REVENUE MONITOR - MONTH 2 (MAY 2021)**

Councillors Max Schmid expressed the Council's concern that as the pandemic went through different phases and some parts of the economy returned to function, demand for services would increase. Therefore, this paper was recommending mitigation measures to cut down waste in case the surge in demand escalated, so the Council would not end up with an overspend.

**AGREED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To note General Fund forecast underspend of £1.985m.
2. To note that the forecast draw down from the Housing Revenue Account general balance will be £0.233m less than budgeted.

3. To note the in-year Dedicated Schools Grant overspend of £0.840m.
4. To approve a General Fund virement of £0.3m and HRA virement of £0.312m as detailed in appendix 9.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**7. H&F CLIMATE AND ECOLOGY STRATEGY**

Councillor Wesley Harcourt noted that this was a timely report following the recent headlines on the media regarding flooding, wild fires and extreme hot weather. This strategy set out the Council's approach to delivering its target of net zero greenhouse gas emissions in the borough by 2030 as well as the benefits it would bring to its residents. It was based on the work of the resident-led Climate and Ecological Emergency Commission, reported recently at Cabinet. The Council had also set up a strategic implementation group to explore the ways to implement the climate change measures on this strategy and put them into practice.

The Leader explained that the pandemic had been a hindrance on focusing on the climate strategy. However, action was urgently needed as the world was facing a climate emergency with extreme climate changes happening globally. It was paramount to make changes and find ways to protect and improve the environment. This strategy was a road map which would be improved as it moved forward with residents involvement and review.

**AGREED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To approve the strategy and action plan.
2. To note the significant investment required to achieve net zero, in excess of £2bn for the whole borough, and that delivery of the strategy is dependent on substantial external financing.
3. To note the importance of a green economic recovery to support this transition.
4. To note the complexity of delivering a major programme to decarbonise the council's buildings and other assets.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**8. SCHOOLS CAPITAL PROGRAMME 2021 - 2024**

The Leader commended the report and noted that residents would be consulted as each project moved forward.

**AGREED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To approve a schools capital budget of £10,318,807 over the three years 2021-2024 for the programme of works as set out in Appendix A.
2. To delegate the decision to commit expenditure within the schools' capital programme to the Director of Education, in consultation with the Director of Children's Services, the Director of Finance and with the Cabinet Member for Children and Education.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**9. HOUSING REVENUE ACCOUNT (HRA) 12 YEAR ASSET MANAGEMENT CAPITAL STRATEGY**

Councillor Lisa Homan stated that this strategy recommended investing a large sum of money delivering housing assets that residents could be proud of. A large proportion of the spending would be allocated to adapt homes to become climate neutral. In addition, the strategy priority was health and safety and compliance. She drew the attention to paragraph 12 of the Procurement

Strategy, in Appendix 2, as it highlighted the other main elements of the strategy.

The Leader stressed that the Council was making a financial commitment to the residents of its Council's homes to improve their homes and raise to the challenge of climate change.

**AGREED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To approve the HRA 12 year Asset Management Capital Strategy detailed in this report.
2. To approve the Procurement Strategy, as described in appendix 2, for five contracts to support the delivery of the first phases of the 12 year HRA Asset Management Capital Strategy.
3. To delegate authority to the Strategic Director for The Economy, in consultation with the Cabinet Member for Housing, to amend or make changes to the proposed packaging of projects in the Procurement Strategy, as described in appendix 2, for operational reasons, where such amendments can be contained within the overall approved budget envelope and available resources.
4. To note that the Strategy be reflected in the four-year Capital Programme Budget that will be submitted for Full Council approval in February 2022. The Strategy will inform every subsequent annual revision of the Capital Programme budget for the duration of the 12 year Strategy period, subject to annual reviews of the Strategy.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**10. TERMINATION OF CONTRACT FOR RESPONSIVE REPAIRS (HOUSING) AND APPOINTMENT OF NEW CONTRACTOR**

Councillor Lisa Homan noted her disappointment in bringing this report to Cabinet. It requested to authorise the termination of the contract for responsive repairs for housing with United Living Property Services Limited (ULPS) by 29 October 2021 and to mobilise the reserve contract that was in place. ULPS was not working well with residents and had decided not to continue with the contract. Therefore the report recommended Morgan Sindall Property Services

Limited as the backup contractor. Going out to tender for a new contract would not be advisable as the process would go beyond the winter months, when demand for responsive housing repairs typically increases significantly. The Council wanted to ensure that the best service was delivered to its residents.

The Leader added that Brexit and Covid had had a profound detrimental effect on the building, repairs and maintenance industry, leading to a severe shortage of skilled labour. Despite that, the Council demanded high standards for its residents and the current contractor was not delivering it. He was pleased that residents had been consulted on their views about the repairs services and the recommendations on this paper had been designed to affect a major improvement in resident satisfaction.

#### **AGREED UNANIMOUSLY BY THE CABINET MEMBERS PRESENT:**

1. To note that Appendix 1 is not for publication on the basis that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) as set out in paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).
2. To seek authority for an additional budget as set out in the exempt Appendix 1 for the remaining four years of the responsive repairs contracts (to 31<sup>st</sup> July 2025).
3. To authorise the termination of the contract for responsive repairs (housing) with United Living Property Services Limited (ULPS) on or before 29<sup>th</sup> October 2021 subject to the finalisation of approved terms between the parties, the negotiation of which is delegated to the Director of Finance in consultation with the Assistant Director of Legal Services.
4. To authorise the activation of the reserve contract for lot 2 (central area) through formal written instruction to Morgan Sindall Property Services Limited subject to the termination of the United Living Property Services Limited contract. That the Director of Finance be delegated authority to undertake any negotiations to finalise terms in respect of this contract award.
5. To authorise a contract variation to the lot 1 (North area) contract to include an updated property list as the definition of the reserve contract properties.
6. To authorise a contract variation to the Responsive Capital contract with Kier Services Limited to add prices for responsive works to void (empty) properties as detailed in Appendix 1.
7. To authorise a contract variation to the Morgan Sindall lot 1 (North area) contract to add prices for the completion of a programme of Work In Progress to be transferred from ULPS, as detailed in Appendix 1.

8. That the Director of Finance, in consultation with the Assistant Director of Legal Services, be authorised to enter into agreements as necessary to bring the decisions in this report into effect.

**Reason for decision:**

As set out in the report.

**Alternative options considered and rejected:**

As outlined in the report.

**Record of any conflict of interest:**

None.

**Note of dispensation in respect of any declared conflict of interest:**

None.

**11. FORWARD PLAN OF KEY DECISIONS**

The Key Decision List was noted.

**12. DISCUSSION OF EXEMPT ELEMENTS (IF REQUIRED)**

There was no discussion of exempt elements.

Meeting started: 7.00 pm  
Meeting ended: 7.26 pm

Chair .....



**Report to:** Cabinet

**Date:** 11/10/2021

**Subject:** Our Equalities Plan 2021-2025 means business

**Report of:** Councillor Sue Fennimore, Deputy Leader

**Report author:** Yvonne Okiyo, Business Partner Equality, Diversity, and Inclusion

**Responsible Director:** Rhian Davies, Director of Resources

---

### SUMMARY

The Council is committed to making Hammersmith & Fulham one of the most inclusive boroughs in the country; a place where everyone feels valued and residents have equal access to the opportunities our borough offers.

This report is seeking approval of Our Equalities Plan 2021 – 2025 means business which sets out our approach to delivering the Council’s vision for tackling inequality. The plan identifies five objectives for tackling inequality:

- Everyone in our borough feels valued and they belong
  - Removing barriers to inclusion
  - Ensuring that our services tackle the disproportionate impact on young people (including those at the risks of street crime and exploitation by gangs)
  - Improving opportunities for all
  - Becoming an employer of choice and fostering greater inclusion.
- 

### RECOMMENDATIONS

That Cabinet:

1. Carefully considers all responses to the consultation on the draft Equalities Plan, attached at Appendix 2.
  2. Approves and adopts the Equalities Plan 2021-25 and equalities objectives consulted as attached at Appendix 1.
- 

**Wards Affected:** All

---

<b>Our Values</b>	<b>Summary of how this report aligns to the H&amp;F Values</b>
Building shared prosperity	The proposals in the report will enhance understanding and commitment to inclusion for

	employers and borough businesses as well as support building an inclusive economy.
Creating a compassionate council	The draft Equality objective focusing on 'Everyone in our Borough feels valued and that they belong' is apt here.
Doing things with residents, not to them	This plan is 'Doing things with residents and not to them'. A key element of the Equalities Plan focuses on Co-production. We will work in collaboration with residents to remove barriers to inclusion by designing services, policies, and strategies with those they will impact the most.  The plan is applicable across the borough and is intended to benefit all our residents, communities and staff, and thereby all who live and/or work in the borough or work directly with Hammersmith & Fulham's (H&F) residents and communities.
Being ruthlessly financially efficient	There are no direct financial implications arising from the proposed Equalities Plan.
Taking pride in H&F	The proposals in the report will help tackle pride in H&F as the Council seeks to deliver environmental improvements and continues to tackle crime and promote community cohesion.
Rising to the challenge of the climate and ecological emergency	The proposals in the report will aid understanding of any disproportionate impacts of climate change on communities.

## Financial Impact

There are no direct financial implications.

The Equalities Plan will be published in an electronic format and will not incur a publication cost to the Council.

The Plan must be accessible and therefore made available in different formats, in summary and electronically on the Council's website and intranet. Provision for this is available from existing budgets available within the Resources Department. Any detailed actions arising from the Plan which cannot be contained within existing budgets will be the subject of future decision reports to agree any additional investment or funding.

## Legal Implications

Regulation 2 The Equality Act 2010 (Specific Duties) Regulations 2011 sets out that the Council must publish information to demonstrate its compliance with the duty imposed by section 149(1) of the Equality Act 2010 (the Act), not later than 31st January 2012; and subsequently at intervals of not greater than one year beginning with the date of last publication. The information which the Council publishes must include information relating to persons who share a relevant protected characteristic who are:

- (a) its employees.
- (b) other persons affected by its policies and practices.

Regulation 3 The Equality Act 2010 (Specific Duties) Regulations 2011 sets out that the Council is required to publish one or more objectives it thinks it should achieve to do any of the things mentioned in paragraphs (a) to (c) of subsection (1) of section 149 of the Act referenced. The objectives must be published at intervals of not greater than four years beginning with the date of last publication.

An objective published by a public authority in compliance with paragraph (1) must be specific and measurable and must be published in such a manner that the information is accessible to the public.

Section 149(1) (a) to (c) sets out the public sector equality duty with which the Council is required to comply. A public authority must, in the exercise of its, have due regard to the need to:

- a. eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited by or under this Act.
- b. advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.
- c. foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

The Equality Plan will help the Council meet the PSED thus minimising the likelihood of a successful legal challenge on this.

---

## Contact Officers

Name: Yvonne Okiyo  
Position: Business Partner Equality, Diversity, and Inclusion  
Telephone: 07824 836 012  
Email: [Yvonne.Okiyo@lbhf.gov.uk](mailto:Yvonne.Okiyo@lbhf.gov.uk)

Name: Dawn Auger  
Position: Assistant Director Transformation, Talent, and Inclusion  
Email: Dawn.Aunger@lbhf.gov.uk

Name: Andre Mark  
Position: Finance Business Partner  
Telephone: 020 8753 6729  
Email: [andre.mark@lbhf.gov.uk](mailto:andre.mark@lbhf.gov.uk)  
Verified by Emily Hill, Director of Finance

Name: Grant Deg  
Position: Chief Solicitor, Litigation and Employment  
Telephone: 07798588766  
Email: grant.deg@lbhf.gov.uk

---

## Background Papers Used in Preparing This Report - none

---

### Background

1. In 2017 H&F committed to co-producing policies and services with residents. Key to implementing and delivering the Plan will be developing policies and processes that really go to the heart of the barriers that our residents face and together we can address them.
2. The Plan will drive an approach to deliver the Council's vision for tackling inequality. Adoption of the Plan will result in measurable benefits for staff, residents, and communities across the Borough.
3. Key to delivering this Plan will be aligning resources to deliver positive outcomes, as far as is practicable. We have been mindful in developing this plan to ensure it aligns with existing commitments whilst remaining ambitious - within existing resources, projects, programmes, and actions.

### Consultation responses

4. A 14-week public consultation took place from 1 February 2021 to 14 May 2021. The consultation was promoted via citizen space, social media platforms and the weekly H&F newsletter. 90 resident responses were received and analysed to inform the final Plan.
5. The Council has incorporated feedback from the public consultation in the final Plan. This has been summarised below:
  - **Amending Objective 1** from 'Everyone in our Borough feels valued when the pandemic ends' to '**Everyone in our Borough feels valued and they belong**'. Incorporating feedback that the previous objective was not practical, and issues need to be brought to the forefront now. Officers advise that we should be working towards creating a Borough where all residents feel valued and they belong irrespective of pandemic.
  - **Amending Objective 3** from 'Ensuring our services tackle the disproportionate impact on young people including those at risk of street crime and exploitation by gangs' to '**Ensuring our services tackle the disproportionate impact on young people (including those at risk of street crime and exploitation by gangs)**'. This incorporates from the public consultation around wider issues,

challenges and barriers young people face. Officers advise that this objective needs to be more holistic and take into account social and economic impact on key areas of life on young people such as educational achievement, child poverty, employment and mental health.

- **Added section on how we will Measure Progress:** Incorporated feedback to monitoring, reporting and review progress and publish information pertaining to this. Officers advise adding a new section on how we will measure progress on delivery of the plan and evidence equality outcomes for residents. We need to be open, transparent, and held accountable.
- **Objective 1. Everyone in our borough feels valued and they belong:** Incorporated feedback to ensure this also considers how we tackle social and economic deprivation and abuse/discrimination faced by all groups that share protected characteristics.
- **Objective 2. Removing barriers to inclusion:** Incorporated feedback that this requires an intersectional approach, looking at protected groups impacted the most, examining access in relation to language and using digital technology as an enabler.
- **Objective 3. Ensuring our services tackle the disproportionate impact on young people (including those at risk of street crime and exploitation by gangs):** Incorporated feedback to include building economic capacity amongst young people – education, skills, and training as well as undertaking a public health approach to tackle the root causes of youth crime.
- **Objective 5. Becoming an employer of choice and fostering greater inclusion:** Incorporated feedback which will see the Council working towards a workforce that reflects the Borough's diversity and in particular underrepresented groups at all levels.

## Reasons for Decision

6. Under the Equality Act 2010 (specific duties), local authorities are required to annually publish information to demonstrate how they are complying with the Public Sector Equality Duty (PSED). This information must relate to people who are affected by the Council's policies and practices such as service users and employees. They are also required to prepare and publish equality objectives at least every four years.
7. Through effective adoption of a consistent equalities approach, measurable positive outcomes can be achieved for and with our residents, communities, and staff, which are directly linked to our key strategic priorities.

## **Equality Implications**

8. The Plan seeks to understand the issues and challenges faced by the people of Hammersmith & Fulham to create a place of opportunity where everyone can belong, addressing the needs and aspirations of all those who live and work in the borough.
9. The Plan sets out the Council's Equality objectives 2021-2025. This will help the Council meet the PSED in full, along with the approach to monitor its success and deliverability meets Section 153 of the Act, thus minimising any reason or likelihood of a successful legal challenge on this.
10. A 14-week consultation took place between 1 February 2021 and 14 May 2021 with H&F residents and council staff (90 responses), thereby ensuring the Council is meeting its obligations under the Equality Act 2010, its commitment to co-production and 'doing things with residents and not to them'. There was overwhelming support for the five draft objectives. Asked if they were the right objective (offering 'yes', 'no' and 'don't know/no opinion'), the percentage of respondents selecting 'yes' ranged from 72% - 91%.
11. This Plan will have a positive impact on all groups that share protected characteristics as it seeks to address inequalities faced by vulnerable and disadvantaged communities in the Borough.
12. The Plan was developed against a backdrop of prevalent international and national themes. The Covid-19 pandemic has shone a light on inequalities of both deprivation and people from Black and Asian communities. Not only on health inequalities it has raised the lack of trust and racism in those communities, which goes back several decades.

## **Risk Management Implications**

13. The risk of not adopting the Plan could mean that the Council and its partners fail to meet the needs of our staff and residents which could have a direct impact on their life prospects and opportunities to achieve positive outcomes.
14. Failure to implement and annually report on the Council's equality and inclusion priorities and actions will expose the Council to risk of claims for breach of statutory duty. Failing to implement actions identified in the equality analysis conducted to support decision-making or compliance with the public sector equality duties will also expose the Council to risk.

*Implications verified/completed by: Ray Chitty, Head of Insurance,  
07739315565*

## **Climate and Ecological Emergency Implications**

15. The proposals in the Plan will aid understanding of any disproportionate impacts of climate change on communities. We will ensure services identify opportunities to tackle inequality from climate action.

*Implications verified by: Hinesh Mehta, Strategic Lead, 0208 753 6703*

## **LIST OF APPENDICES**

Appendix 1 – Equalities Plan 2021-2025

Appendix 2 – Consultation responses Draft Equalities Plan 2021 -2025



# Our Equalities Plan means business 2021-25



**We're committed to  
addressing inequalities**





# Contents

---

<b>H&amp;F Our Equalities Plan means business – Foreword from Councillor Sue Fennimore</b>	<b>3</b>
<b>Fairness and Equality at the heart of what we do</b>	<b>5</b>
<b>Measuring progress</b>	<b>7</b>
<b>Our Equalities Plan – the protected characteristics</b>	<b>8</b>
<b>Our Equalities Objectives</b>	<b>9</b>
Objective 1 – Everyone in our borough feels valued and that they belong	<b>9</b>
Objective 2 – Removing barriers to inclusion	<b>11</b>
Objective 3 – Ensuring that our services tackle the disproportionate impact on young people (including those at risk of street crime and exploitation by gangs)	<b>13</b>
Objective 4 – Improving opportunities for all	<b>15</b>
Objective 5 – Becoming an employer of choice and fostering greater inclusion	<b>17</b>
<b>How the council is doing as an employer – a snapshot</b>	<b>19</b>

---

Front cover: CommUnity Day marchers arrive in Ravenscourt Park for the celebration.

This page: Residents enjoy a Black History Month event; girls playing football at a football festival; and the Mayor's visit to the Christmas nursery performance at Wendall Park Nursery .

# H&F Our Equalities Plan means business

## Foreword from Councillor Sue Fennimore



We're committed to making Hammersmith & Fulham the most inclusive borough in the country; a place where everyone feels valued and residents have equal access to the opportunities our borough offers. I believe that local government should change people's lives for the better – it can and it does. Fundamental to achieving that is identifying and dismantling inequalities that hold us back.

The council has a major role to play, both in tackling inequality and in creating new opportunities. That's why we're working hard and have created an Industrial Strategy that responds to the needs of young people and provides access to future growth sector careers, such as digital media and STEM (Science, Technology, Engineering and Maths) industries amongst other projects and policies that create a strong and inclusive environment.

We don't have all the answers but we're committed to doing things with residents not to them. We want to hear the barriers you or others may face and how you believe they can be tackled. We believe that if we work together we can develop new policies that really go to the heart of the barriers that our residents face and together, we can address them.

We've set out our vision for tackling inequality. It has five objectives:

1. Everyone in our borough feels valued and that they belong.
2. Removing barriers to inclusion.
3. Ensuring that our services tackle the disproportionate impact on young people (including those at risk of street crime and exploitation by gangs).
4. Improving opportunities for all.
5. Becoming an employer of choice and fostering greater inclusion.

The council has already made great strides over the last seven years in addressing inequality by

tackling issues ranging from food poverty, crime and discrimination to loneliness and homelessness. We've also supported and helped local businesses, generated employment and educational opportunities and we continuously promote social cohesion. We put compassion at the heart of everything we do.

### **But we can do more**

The Covid-19 pandemic has put into stark relief the inequalities that persist within our communities – disproportionate numbers of people from our Black, Asian and Minority Ethnic communities have lost their lives and the most deprived communities have been the hardest hit, both economically in terms of unemployment and worsening mental health. We also know that working women and female carers have borne a disproportionate impact and that our Disabled residents face new and specific challenges.

But this pandemic has also revealed the strength in our communities as illustrated by the army of volunteers who have provided food, company and support to those in our community who needed it most.

When we emerge from this pandemic, we have an opportunity to not only build back better, but to build back fairer.

**Councillor Sue Fennimore**  
Deputy Leader Hammersmith & Fulham Council





# Fairness and equality at the heart of what we do

Hammersmith & Fulham Council puts fairness, equality and compassion at the heart of everything we do. Here's a snapshot of some of our recent work:

In 2019, we started providing free school breakfasts for all our primary school children and pilots in two secondary schools, to help them reach their full potential. We already provide free home care for all our Disabled and older residents, and, in partnership with local charities, a free Christmas meal to the over 60s, which helps to tackle loneliness and isolation at a critical time. Supporting our residents always comes first, but we're also proud that we were able to offer sanctuary to unaccompanied refugee children many of whom were stranded in terrible conditions in camps in mainland Europe.

This borough celebrates our residents' diversity, whether during Black History Month, Inter Faith Week, UK Disability History Month or other events held throughout the year. Our International Women's Day celebrations are important to us and last year we promoted a full community programme marking 16 Days of Gender-Based Activism.

We proudly fly the EU flag over our Town Hall because we value our EU citizens and the contribution they have made to our communities over generations.

We work hard to tackle all forms of discrimination and prejudice and we launched CommUnity Day in response to the spike in hate crime we witnessed after the Brexit Referendum. It's our answer to efforts to divide our communities and provides an opportunity to come together in celebration of our borough's rich multicultural heritage.

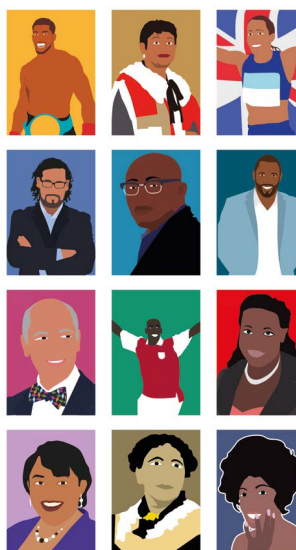
These events are important symbols of our determination to tackle inequality, but they are not only symbolic. Through our ambitious Industrial

Strategy: 'Economic Growth for Everyone,' which will shape our post-Covid-19 recovery efforts, we're determined to provide educational and employment opportunities across our borough through apprenticeship incentives and employment support for local residents.

Our Town Hall redevelopment is being co-produced with a group of Disabled residents to make sure it is the most accessible and inclusive Civic Campus in Britain allowing everyone to share in the prosperity it will bring.

H&F declared a climate emergency, which will consider and examine the unequal impacts of climate change, and the opportunities for equality from climate action.

We take our responsibilities as a large employer seriously. We aim to continue working towards a diverse workforce across all grades including senior management, fostering inclusive and responsive services and finding solutions and opportunities that address the needs of residents who are faced with disadvantage or inequalities.



Previous page: An International Women's Day event; lanterns for light display at one of our local school's playground ; Our campaign to encourage EU citizens in H&F to apply for full settlement rights before Brexit.

This page: Celebrating Black History Month.







# Measuring progress

The Equalities Plan and supporting actions are 'living' documents. The plan and accompanying delivery plan will be refreshed periodically to ensure that our policy and practice considers any emerging and prevalent national and local priorities.

We will publish periodic reports setting out our progress.

We will establish a board to coordinate and embed equality work and manage the implementation of the plan. The board will be responsible for the evaluation (and review) of the Equalities Plan. The Plan will be reviewed periodically by all departments and partnerships that own the objectives, measures, and actions. The review will be coordinated by the council's business partner Equality, Diversity, and Inclusion.

Progress will be regularly reported to the senior management teams, Cabinet, Policy and Accountability Committees, and themed partnership boards as appropriate.

We will implement an appropriate involvement strategy during these reviews which will be proportionate to the degree of change likely to be needed.

The plan will be delivered in full within a period of four years. This will include a comprehensive analysis of our measures to inform the development of new objectives.



---

Previous page: Marcus Garvey Mural; a Fulham Cross Academy pupil takes part in the annual H&F Chef of the Year competition; dancers taking part in the Mayor's Diversity and Inclusion Event; an Adult Education class at the Macbeth Centre in Hammersmith, a tribute to our NHS heroes from Queens Manor Primary School; Youth Takeover Challenge Day at Chelsea FC; a same sex wedding ceremony.

This page: Hammersmith & Fulham Civic Honours Awards at Hammersmith & Fulham Town Hall.

# Our Equalities Plan – the protected characteristics

There are nine protected characteristics and in the following pages. We outline our five key draft objectives which focus on deliverable outcomes and improved life chances for all.



# Our objectives

## Objective 1 Everyone in our borough must feel valued and that they belong

We aim to foster an environment in which all residents, workers and borough visitors feel valued, included, safe from discrimination and prejudice and that our public services are responsive to their needs.

The Covid-19 pandemic has highlighted the importance and impact of community wellbeing and collaboration. Our goal is to keep this at the heart of our public health response and draw on it to strengthen wider community and social cohesion.

In working towards this, we also want to ensure everyone plays a part regardless of their social or economic circumstances (particularly in relation to health including mental health, education, employment, and housing). We want a Borough where residents are not isolated from wider society and have access to a healthy environment.

We want to ensure that everyone in Hammersmith & Fulham is free from the fear of attack or abuse on the basis of their age, disability, sex, gender reassignment, pregnancy and maternity, race, religion or belief and sexual orientation or any other factor that defines their unique identity, that they are not isolated from wider society and that they have access to a healthy environment.

The council does not tolerate discrimination of any kind and will do everything we can to prevent this from happening.

As a local authority, we use all our powers and resources to enable us to achieve these objectives as far as we can. We work in partnership with other agencies and look to central government to provide supportive legislation and enforcement to advance equality.

### The council's workstreams already supporting this objective include:

- Tackling health inequalities and disproportionate impact on particular groups.
- Tackling social isolation and loneliness particularly amongst the elderly and those living with a disability.
- Supporting greater community participation, volunteering and involvement particularly from underrepresented groups and those from disadvantaged areas.
- Delivering environmental improvements, e.g. cycle paths and pocket-sized areas of seating and greenery called "parklets".
- Widening participation and coproduction in climate action.
- Tackling poverty, homelessness and rough sleeping.
- Supporting local businesses and access to good quality jobs for those furthest away from the job market.



This page: One of our residents at the Christmas reception in the Mayor's parlour.







## Objective 2 Removing barriers to inclusion

Our objective is to establish Hammersmith & Fulham as one of the most accessible and inclusive boroughs in the country. We're connecting with more and more residents to identify the challenges and barriers they face. Those connections have grown stronger during the pandemic.

Following the recommendations of our local Disabled People's Commission, led by local Disabled residents, our aim is for all residents to be involved in decision making and co-designing all council policies and strategies that impact on their lives.

We want to create fair, equitable and transparent access. For us, this also means access to information that is easy to understand and access to basic skills such as speaking English. In so doing, we want our services to meet individual needs using technology as an enabler.

We recognise that as well as facing discrimination on individual grounds of age, disability, sex, gender reassignment, pregnancy and maternity, race, religion or belief and sexual orientation our residents can face discrimination for more than one reason. The push for greater inclusion and equity will increasingly identify those different experiences so that they are reflected in what we do.

The work we're doing is all about 'Doing things with residents and not to them'. Co-production (working together) is a way for us to make that happen in practice and includes everyone. The work we've been doing shows that we can be successful in bringing about inclusive change if we adopt the approach of 'Nothing About Us Without Us' with residents and staff.



### The council's workstreams already supporting this objective include:

- Co-producing services, council policies and strategies with those they impact the most.
- Ensuring the Civic Campus development is co-produced, inclusive and fully accessible.
- Working with residents and communities to co-produce more public projects such as White City.
- Developing our Independent Living vision with residents to support more choice and control over support and services in areas such as social care, housing, employment and education.
- Recruiting residents to support the delivery of our new Disabled People's Housing Strategy.
- Developing resources with community organisations so residents can feel confident to participate and get involved.
- Challenging digital exclusion (particularly amongst groups that need more support and seldom heard groups) and connecting residents with council services.
- Continuing to foster a resident focused culture within the council.

All our work is about building good, inclusive, relationships with residents and all our communities.

Previous page: Music band Taxi Pata Pata perform at Marcus Garvey Mural event.

This page: Councillor Sue Fennimore presents the final report of the independent Disabled Residents' Commission alongside members of the commission.





---

## Objective 3

### Ensuring that our services tackle the disproportionate impact on young people (including those at risk of street crime and exploitation by gangs)

Our values include economic prosperity for all. We want to ensure that all children and young people receive the critical services and interventions available to better equip them to secure positive opportunities and bright futures.

We want to build economic capacity by:

- providing a more flexible and responsible education system that addresses vocational training as well as academic learning
- providing more opportunities for young people by linking in with existing initiatives such as the Industrial Strategy and White City Development.

We are also aware of the disproportionate impact of climate change on future generations

We will also use a public health approach to tackle the root causes of youth crime such as school exclusions and other challenges facing young people.

Over the past eighteen months the borough has seen an increase in serious youth violence, largely attributed to organised gang activity. In response, we've set up a new Gangs, Violence and Exploitation Unit, in partnership with the Metropolitan Police Service, tasked with keeping people safe, preventing young people from being victimised or exploited by organised criminals and tackling the fear of crime.



#### The council's workstreams already supporting this objective include:

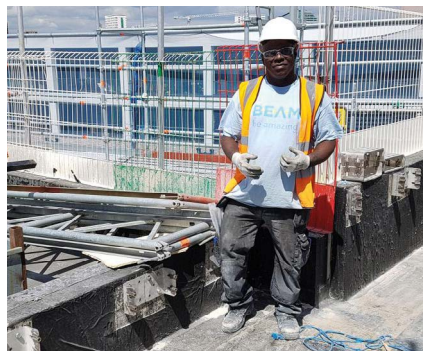
- Getting the most value from our new dedicated Gangs unit.
- Embedding The NET, our expanded street Neighbourhood Enforcement Team.
- Developing a safer streets and gang strategy.
- Continuing to tackle hate related crime.
- Delivering the Prevent strategy (which identifies and engages with individuals who may be susceptible to being radicalised and drawn into terrorist activities).
- Promoting inter-generational initiatives that are proven to deliver greater community cohesion and a better understanding of the different challenges affecting younger and older people.
- Ensuring that the Hammersmith & Fulham's Industrial Strategy responds to the needs of all young people and is a catalyst for boosting career opportunities and enterprise in growth sectors, such as digital media and science, technology, engineering and mathematics (STEM) industries.

---

Previous page: A Youth Takeover Event.

This page: Event at Fulham Football Club where refugee children take part in football training sessions.

Next page: Working with Imperial College means we can encourage young people to fulfil their potential in science and technology, Youth Parliament at Hammersmith Town Hall 2017, H&F and Beam are helping homeless people get the training they need to access skilled jobs, International Day of Persons with Disabilities event at Hammersmith Town Hall.





## Objective 4 Improving opportunities for all

We want to create opportunities for residents and communities of all backgrounds to flourish, developing their skills and abilities in their chosen career paths.

Research has found that inequality can develop because of inter-generational disadvantage starting in early childhood and reoccurring throughout life. We know it is a set of complex needs that put children at a greater risk of repeating a cycle of exclusion experienced by their parents. Inadequate housing, poor diet, lack of access to decent open spaces and many other factors can compound disadvantage for children from less well-off backgrounds.

We'll use our influence and resources to ensure residents have full access to skills, enterprise, and career opportunities, to help them reach their full potential and fulfil their aspirations. No one should face any disadvantage in the labour market in Hammersmith & Fulham.



### The council's workstreams already supporting this objective include:

- Ensuring our Industrial Strategy helps tackle a post-Covid-19 recession in collaboration with key anchor institutions and business, regional and pan-London partners.
- Targeted employment and training initiatives, including:
  - Earn while you Learn initiative: expanding council and borough-wide apprenticeship activity, from entry level to advanced and improving access for all residents.
  - Growing our Supported Interns programme.
  - Rebooting Workzone: our borough-wide employment brokerage service so we better support access for all residents to good quality jobs and opportunities to enhance and develop their skills.
  - Beam programmes: helping homeless people get the training and support they need to access skilled jobs.
- Promoting adult learning and skills training and building greater access to employability and life-long learning for all.
- Valuing the voices of young people in all our work.
- Continue to deliver climate education programme in schools and skills training for the green economy.

This page: Duke at Pedal Back Cycling in Fulham, Adult education courses at H&F's Macbeth Centre.





## Objective 5

# Becoming an employer of choice and fostering greater inclusion

We want to recruit from all sections of our community to ensure that the council's workforce reflects the borough's diversity and in particular underrepresented groups at all levels, whilst creating an environment where all staff feel secure and confident in being themselves.

We believe that the council cannot ensure the delivery of equitable opportunities, equitable treatment and inclusion for its residents and service users, if its workforce doesn't reflect the community it serves. We aim to employ a workforce that represents our borough's communities across all levels, one that is treated equally and respectfully and all its differences embraced and celebrated.

The council is working on its pledge to ensure equality of opportunity among staff and potential recruits. We'll lead by example. We'll monitor our own standards to make sure we achieve and maintain an inclusive workforce at all levels of the organisation through coaching, mentoring, job carving and career pathways.



### The council's workstreams already supporting this objective include:

- People and Talent initiatives, e.g. Get Ahead (promoting internal staff development opportunities).
- H&F 'Earn Whilst You Learn' Academy - a compelling alternative to University for local people and skills development for council staff (apprenticeships).
- Recruitment and selection policies and procedures that are fair and transparent – maximising inclusive career opportunities for residents and young people.
- Inclusion matters – developing opportunities to hear staff voices and lived experiences, a participative staff culture (e.g. H&F Way – a staff led initiative).
- Tackling race inequality in the workplace initiatives in response to the Black Lives Matter movement through delivery and monitoring of progress of initiatives such as the Race at Work Charter.
- Communicating with our customers – improving customer services and developing an inclusive workplace.

Previous page: H&F Council aims to be a fully inclusive employer. However, focusing on inclusion does not mean that we don't need to think, talk or take action around issues of diversity and equality. This page: Earn While You Learn (apprenticeships).



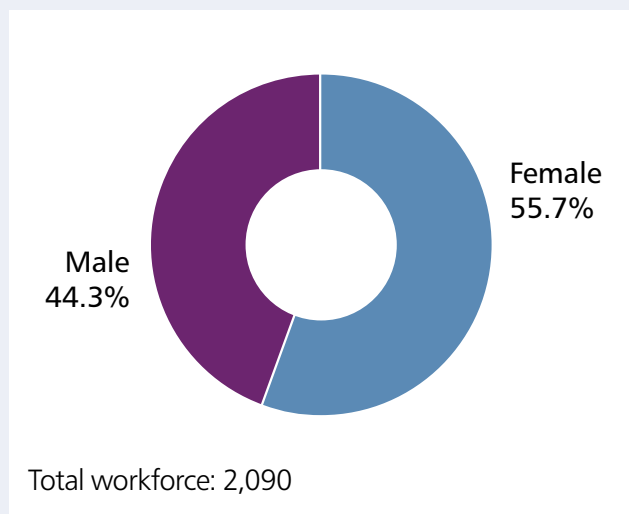
A volunteer at the Hammersmith & Fulham Foodbank helps package a parcel for a resident in need.



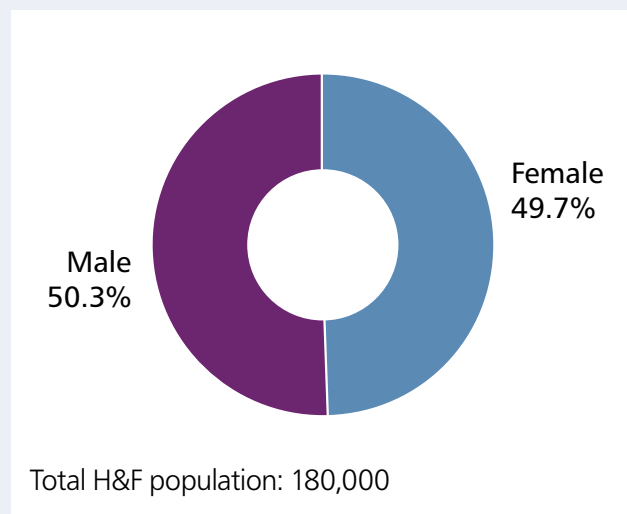
# How the council is doing as an employer – a snapshot

We employ 2,090 people and work well with a good number of contractors. The opportunity to be an exemplar employer for equality, diversity and inclusion is something we are striving towards.

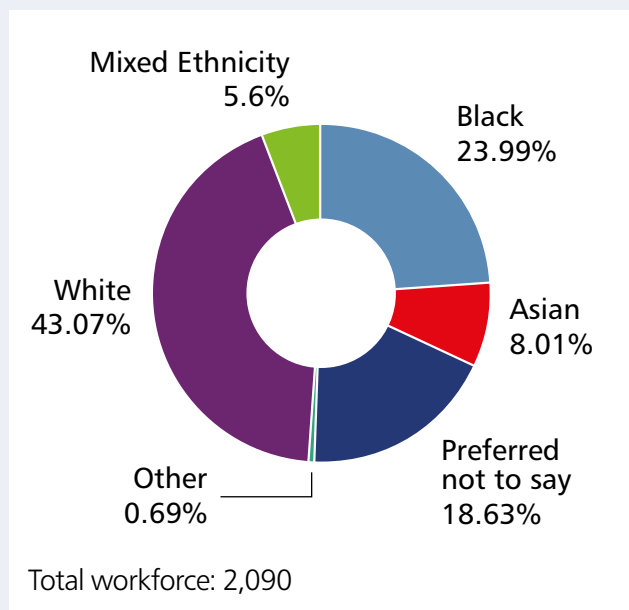
**Workforce by gender, December 2020\***



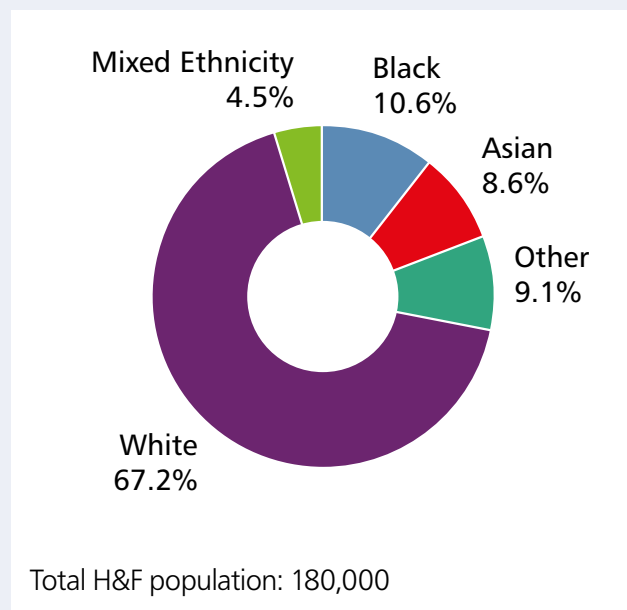
**H&F working age population by gender, 2020**



**Workforce by ethnicity, December 2020\***



**H&F working age population by ethnicity, 2020**



\*At the council we are promoting a 'share not declare' initiative with staff and are pleased to see that more staff are sharing their data.



# APPENDIX 2

Are these the right objectives for H&F's Equalities Plan? Objective 1 - Everyone in our borough must feel valued when the Covid-19 pandemic ends Yes	Are these the right objectives for H&F's Equalities Plan? Objective 2 - Removing barriers to inclusion Yes	Are these the right objectives for H&F's Equalities Plan? Objective 3 - Ensuring that our services tackle the disproportionate impact on young people of the risks of street crime and exploitation by gangs Yes	Are these the right objectives for H&F's Equalities Plan? Objective 4 - Improving opportunities for all Yes	Are these the right objectives for H&F's Equalities Plan? Objective 5 - Becoming an employer of choice and fostering greater inclusion Yes	Are these the right objectives for H&F's Equalities Plan? General comments	What else should we include?	What is your gender? Female	What is your age group? 30 - 49	Which of the following best describes your ethnic group? Other Black background
Yes	Yes	Yes	Yes	Yes		Treating people and listening to people especially in these difficult times of ours, all same regardless of colour	Female	65 - 84	African
Yes	Yes	Yes	Yes	Yes		THIS SURVEY EXHAUSTS THE SCOPE OF THIS SURVEY- but here are my thoughts on all objectives as there's not really anywhere else to put them.	Male	50 - 64	Other White
						Objective one – think 'after the pandemic' is odd framing for issues that need to be at the forefront now- after all the strategy covers 2021 which is very much during the pandemic. And with links to things like vaccine hesitancy, communities need to be valued not just after the pandemic. Equality cant be deferred- though I think you're trying to frame a post-covid vision, just not sure it makes sense to do it this way.			
						I don't think it's particularly helpful to have a picture of a police before and on objective three. Of course law enforcement is part of this effort to reduce disproportionate violence that certain types of young people suffer but we also know that those very same young people often have a distrust of the police due to racial profiling and overuse of stop-and-			
No	Yes	Don't know/ No opinion	Yes	Yes			Female	18 - 29	Mixed
Yes	Yes	Yes	Yes	Yes			Female	65 - 84	Caribbean
Yes	Yes	Yes	Yes	Don't know/ No opinion			Female	65 - 84	White British
						as a public service you should make sure that all public services are well maintained for all and the police does not harass people			
Don't know/ No opinion	Don't know/ No opinion	Yes	Yes	Don't know/ No opinion			Female	65 - 84	Other White
Yes	Yes	Yes	Yes	Don't know/ No opinion			Female	50 - 64	Prefer not to give ethnic origin
Yes	Yes	Yes	Yes	Yes			Female	65 - 84	White British
Yes	Yes	Yes	Yes	Yes		Plant trees on some street Enforcement of cleaning after dog poos	Female	50 - 64	Other White
Don't know/ No opinion	Don't know/ No opinion	Yes	Don't know/ No opinion	Don't know/ No opinion		stop wasting tax payers money doing box ticking rubbish like this	Prefer not to say	Prefer not to say	Prefer not to give ethnic origin
Yes	Yes	Yes	Yes	Yes			Female	65 - 84	White British
Yes	Yes	Yes	Yes	Don't know/ No opinion	More facilities and inclusion for Adults with disabilities	As above more facilities and inclusion for adults with disabilities, who tend to be at the bottom of the pile with regards to being a citizen.	Female	50 - 64	White British
Yes	Yes	Yes	Yes	Yes		Responsibility of all individuals to behave as if they were decent human beings. Stop talking about it and do something.	Male	30 - 49	White British
No	No	Yes	Yes	No				65 - 84	Any other ethnic group
						1. Covid isnt going to end so this objective isnt practical. 3. The support for young people thus far has been dire, trying to break them and not support them at all. Too many jobsworth staff.5. What does that actually mean??			
No	Yes	Yes	Yes	Don't know/ No opinion			Female	30 - 49	Prefer not to give ethnic origin
Don't know/ No opinion	No	No	Yes	Don't know/ No opinion	Gibberish questions		Male	50 - 64	White British
Yes	Yes	Yes	Yes	Don't know/ No opinion			Female	50 - 64	White British
Yes	Yes	Yes	Yes	Yes			Female	50 - 64	White British

Yes	Yes	Yes	Yes	Yes	Inclusion for all regardless of colour of your skin	Female	Prefer not to say	Prefer not to give ethnic origin
Yes	Yes	Yes	Yes	Yes	More grassroots community projects to support employment with younger and older generation. An employment skill exchange by establish and business seeking to expand. Friendship groups to share concerns of isolation linked with the council eg Food support, Home/tutoring support, Handy jobs/ Creative jobs/Building Projects.	Female	50 - 64	Caribbean
Yes	Yes	Yes	Yes	Yes	More grassroots community projects to support employment with younger and older generation. An employment skill exchange by establish and business seeking to expand. Friendship groups to share concerns of isolation linked with the council eg Food support, Home/tutoring support, Handy jobs/ Creative jobs/Building Projects.	Female	50 - 64	Caribbean
Yes	Yes	Yes	Yes	Yes	Accessibility for young people to be housed in the borough	Male	30 - 49	Other White
Yes	Yes	Yes	Yes	Yes	Clear objective on tackling economic inequality and deprivation	Female	50 - 64	Other Black background
No	Yes	Yes	Yes	Yes	Objective 1 is so vague it could be used to justify anything. It fails every test as an objective.	Female	50 - 64	White - White British
Yes	Yes	Yes	Yes	Yes	How about "providing more opportunities for people of different backgrounds to interact"? That's what good neighbourliness should mean. We are all in danger of feeling too comfortable within our own groups, whether we are part of a minority group or a majority group. As well as trying to tackle issues within particular groups, the Council can help neighbours get to know each other by facilitating open community events.	Male	30 - 49	Asian or Asian British - Chinese
Yes	Yes	Yes	Yes	Yes		Female	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes		Female	30 - 49	Asian or Asian British - Indian
Yes	Yes	Yes	Yes	Yes	All the main ingredients are included for our bright future	Male	50 - 64	Asian or Asian British - Indian
Yes	Yes	Yes	Yes	Yes	Monitoring and reporting on progress <ul style="list-style-type: none"> <li>publish information explaining the progress it is making towards achieving our equality objectives and review how we are doing</li> <li>listen to and understand the diverse needs of communities and improve how we collect information across different services to better understand the impact of our actions</li> <li>be open and transparent about our progress, sharing information and learning from experience</li> <li>share best practice with partners so that we can collaborate, learn from others, and continually improve</li> </ul>	Prefer not to say	Prefer not to say	Prefer not to give ethnic origin

Yes	Yes	Yes	Yes	Yes	Excellent points : How to engage with the young to see a future within H&F	Male	50 - 64	Black or Black British - Caribbean
Yes	Yes	Yes	Yes	Yes		Female	18 - 29	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes		Female	30 - 49	Black or Black British - African
No	No	No	No	No	No the LBHF council has been so disappointing that cant even put it in words,	Male	30 - 49	Asian or Asian British - Other Asian background (please describe below)
Yes	Yes	Yes	Yes	Yes		Female	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Don't know/ No opinion	Don't know/ No opinion	Don't know/ No opinion	Don't know/ No opinion	Don't know/ No opinion	None of the above actually mean anything, they're just vacuous epithets that don't deliver changed experiences.	Male	65 - 84	Mixed - Other Mixed or multiple background (please describe below)
Yes	Yes	Yes	Yes	Yes		Female	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes		Female	30 - 49	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes	These questions are closed and will only give you what you already know. A bit of a waste of time. Be more granular to really be consultative.	Female	50 - 64	Prefer not to give ethnic origin
Yes	Yes	Yes	Yes	Yes		Female	65 - 84	White - Other White background (please describe below)
Yes	Yes	Yes	Yes	Yes		Female	50 - 64	White - Other White background (please describe below)



Yes	Yes	Yes	Yes	Yes		Lobby for the State Pension age for women to go back to 60. Children still at home, elderly parents needing care, older men out of work and work not accommodating people just plain tired and exhausted, but setting targets aimed at 20 year olds mean women in their late 50s and 60s won't make it to get any of the pensions they've paid into. This would help younger people too, who need jobs to buy the things they need to build their own lives.	Female	50 - 64	White Irish
Yes	Yes	Yes	Yes	Yes		More chances for the community to come together and interact with those from different backgrounds.	Female	18 - 29	Black or Black British - Other Black background (please describe below)
Yes	Yes	Yes	Yes	Yes	I feel that LBHF are committed to making positive change to all Borough residents and staff.	Commitment and investment in mental health resources following the pandemic. Activities and events to support those whose mental health has suffered through stress.	Female	50 - 64	Black or Black British - Caribbean
Yes	Yes	Yes	Yes	Yes	strategy well written in accessible language so easy to follow. Would expect final strategy to include measurable outputs AND measurable outcomes from a 2021 baseline for any workstream supporting each objective. I would want to see either an increase or reduction in relation to outcomes from the 2021 baseline. It is not enough for the Equality Strategy to develop a strategy or fund initiatives to achieve objectives: we need measurable outcomes.	disabled and older people experience barriers in the street environment so suggest this workstream is included under Objective 2 removing barriers to inclusion I would want to see more about adults with additional needs or learning disability	Female	65 - 84	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Don't know/ No opinion	Yes	Don't know/ No opinion	for the objectives i have said no to, i believe there are already other statutory services in place to address these objectives. Therefore we need to look at other objectives.	Education and achievement for young people so that the focus is not on knife crime but catching them early and enstiling the right attitudes and values. Ensuring that Schools both Primary and Secondary are involved in the process.	Female	50 - 64	Mixed - White and Black African
Yes	Yes	Yes	Yes	Yes	Ensure that the Equality Act 2010 is within the Policy for H&F.	Residents Association, having diverse communities.	Female	65 - 84	Black or Black British - Caribbean
Yes	Yes	Yes	Yes	Yes		Re-modernisation of areas which have been identified as crime hotspots across the borough. Look at initiatives to design out crime and set up, alongside local groups, a Focus groups where decision makers in the council can meet with local residents to discuss their genuine concerns around safety. This does not have to take the place of other good work being done at various forums but will reflect the changes, eg Summer walkabout / Winter walkabout.	Female	50 - 64	Black or Black British - Caribbean

No	Yes	No	Yes	No	<p>I would change the wording of these objectives to be more in sync with the communities who stand to loose out the most from these initiatives, or benefit the most.</p>	<p>Objective 3 should focus on the root of truancy and youth anti-social behaviour: boredom, and limited professional/educational opportunities. This unfortunately sound very "crack down on youth crime heavy" and over-policing. This holds a lot of loaded language that ultimately does little to promote positive social outcomes. Since many of these same youth are the most likely to be victims of over-policing and are the most likely to distrust police officers, is this the most appropriate response? If so, how might we support officers better to be neighbourhood champions of inclusion and youth work as opposed to over-policing minors.</p>	Male	18 - 29	Mixed - White and Black Caribbean
Yes	Yes	Yes	Yes	Yes		<p>"Nothing about us without us" is an excellent aim and should help move us to become a more inclusive Borough. However, key structures need to be built within the borough to ensure that decisions which have an effect on the health and well being of the borough population are taken at a local level. NHS decisions about residents need as far as possible to be taken in H&amp;F with a recognised consultation, decision making platform and control of budget as the CCG has now ceased to meet locally. To have credibility there needs to be a recognised public structure concerning health provision rather than ad hoc practice.</p>	Male	65 - 84	White Irish



Yes	Yes	Yes	Yes	Yes	Budget implications make some of this difficult - central govt needs to release funds	Attention to the different communities (note the plural), to intersectionalities and to a detailed analysis of how exclusion happens. This is particularly important when looking at health inequalities - something that has become much more notable during covid. With the local CCG gone, there is a need for some sort of local body, with the involvement of local citizens, which addresses health issues and health inequalities - with powers to take decisions and implement policies.	Female	65 - 84	White - Other White background (please describe below) White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes			Female	65 - 84	
Yes	Yes	Yes	Yes	Yes	I have noticed your objectives but in practice you do not adhere to them. Our SHO is a gem but she is treated like dirt by Marianne Duffield and the management above. Our petition was completely ignored. We have the most incompetent repairs service at great expense to us but our complaints are ignored and I have to go to the Wandsworth County Court to get the refunds due to me. d	The list outlined in this Consultation is comprehensive enough. The problem is the application. I used to be very active and very successful in employment law. I have never lost a case of constructive and unfair dismissal, even against British Gas and a famous lawyer (Professor Wallington). I was congratulated by Norman Willis who thought I did a good job and I was very fluent in English. I told him that it must be my Scottish blood prevailing on that day, my Grand-Father being Scottish. He survived the trenches but came back so ill that he was dead less than 2 years after WW1. The only photograph I have of him is what the family did not want: an Identity Card showing he was a Member of an Industrial Tribunal for the town of Beziers. Karen is a good case for constructive dismissal.	Female	65 - 84	White - Other White background (please describe below)
Yes	Yes	Yes	Yes	Yes		I think across all the Objectives & initiatives the need for visible "Champions" would assist in promoting the underlying work as it progresses. One notes that many people with have more than one 'protected' characteristic and so any planning/implementation needs to ensure that all of a persons characteristics are validated and not simply 'pigeon holling' into what might seem the 'most appropriate one'. I think trying to involve young citizens in civic life should also be an aim/aspiration.	Male	50 - 64	White Irish
Yes	Yes	Yes	Yes	Yes			Female	30 - 49	Black or Black British - Other Black background (please describe below)

Yes	Yes	Yes	Yes	Yes		A greater emphasis on mental health support (coordinating with the NHS Trust, individual local hospitals and the Claybrook Centre) Use of council premises as drop in Day centres would give those in need somewhere to go and find support. Also coffee mornings, walking and art groups are some examples of activities that are so badly needed. Ideally and eventually occasional trips out of the borough to visit places of interest like Kew, The South Kensington Museums, Hampton Court or the seaside would be of huge benefit to the many local residents who struggle with their mental health.	Male	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes	Don't know/ No opinion	This seems to shift the focus away from residents and towards the quality of employment for local government officials	Male	30 - 49	White - Other White background (please describe below) Asian or Asian British - Indian Prefer not to give ethnic origin
No	Yes	Yes	Yes	Yes	Yes		Male	50 - 64	
Yes	Don't know/ No opinion	Yes	Yes	Yes	Don't know/ No opinion		Prefer not to say	30 - 49	
No	Yes	Yes	Yes	Yes	Yes	Just jumping on a bandwagon with covid=19	Male	50 - 64	Black or Black British - Caribbean
Yes	Yes	Yes	Yes	Yes	Yes	understand & prioritise socio economic equality disparity as it impacts particularly on residents facing more than one level of exclusion / discrimination and develop a clear understanding of intersectionality / identity.	Male	50 - 64	White Irish
Yes	Yes	Yes	Yes	Yes	Yes	It is disappointing that the answers are limited to YES or NO - this doesn't feel in the spirit of the PSED and Equality Act. PSED objectives should have been developed with residents given the LBHF commitment to 'doing things with residents not to them'	Female	50 - 64	White Irish
Yes	Yes	Yes	Yes	Yes	Yes		Female	18 - 29	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Don't know/ No opinion	Don't know/ No opinion	Don't know/ No opinion	Housing- too many residents are not treated with dignity and respect by their landlords including housing association  Advocate for and empower tenants to be treated equitably.  Residents in some areas of the borough are almost forgotten about. Leave non behind. Don't just focus on white city estate.	Female	30 - 49	Mixed - White and Black Caribbean
Yes	Yes	Yes	Yes	Yes	Yes	We should teach the truth about colonialism in our schools. South Africa and Rwanda engaged the Truth and Reconciliation programme to come clean. Without which denial and ignorance will continue to support the persistent discriminatory behaviours and attitudes we still see. Though LBH&F is better than some London boroughs it can do better by far.	Female	50 - 64	Mixed - White and Black Caribbean
Yes	Yes	Yes	Yes	Yes	Yes		Male	50 - 64	Black or Black British - Caribbean
Yes	Yes	Yes	Yes	Yes	Yes		Female	18 - 29	Prefer not to give ethnic origin

Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes No	<p>The CPS have adopted a Crimes Against Older People policy - CAOP. They recognise that older people are often targeted because of their age and a perception that they are vulnerable.</p> <p>I would like this policy to be taken up by many more organisations and mentioned in communications alongside Hate Crime.</p>	Female Male	Prefer not to say 30 - 49	Prefer not to give ethnic origin Black or Black British - African
Yes No	Yes No	Yes No	Yes No	Yes No	<p>A commitment to ensuring that children with EHCPs are receiving the assistance that their EHCP recommended. Schools are impossible to hold to account regarding this and seem to take the local authority money and use it for other purposes, rather than assisting the child the funding was meant for.</p> <p>H&amp;I to me is about values and equality and diversity you have covered the most important thank you</p>	Female Prefer not to say Female Male	50 - 64 Prefer not to say 50 - 64 30 - 49	Prefer not to give ethnic origin Prefer not to give ethnic origin White English/ Welsh/ Scottish/ Northern Irish or British White - Other White background (please describe below)
Yes	Yes	Yes	Yes	Yes		Female	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes		Male	30 - 49	White - Other White background (please describe below)
Yes	Don't know/ No opinion	Yes	No	No		Male	30 - 49	Mixed - Other Mixed or multiple background (please describe below)
Yes	Yes	Yes	Yes	Yes	<p>How/ inclusive practice - I am interested to know more about this especially in relation to promoting work opportunities for people who have a disability or have never been able to work due to a language barrier or caring for children. Entrepreneurship and perhaps the issue of high rent. How do we create spaces for creative entrepreneurs who cannot afford to rent a shop or a stall? Good quality subsidised leisure activities for all children to enjoy- the lyrics theatre has a number of those activities available to kids from all backgrounds which is brilliant. Could the borough create more artistic/ sports hubs like this for all kids primary and secondary age children.</p>	Female	30 - 49	White - Other White background (please describe below)

Don't know/ No opinion	No	Yes	No	No	I don't recognise that there isn't the opportunities that are there for everyone and if course gang culture is a terrible blight on society .	Understanding of how racism or prejudice can invade all cultures and understanding origins of things and how we can all be better by understanding that no culture or background or ethnicity or nation is without fault as well as positives such as recognising as a great example how sports like football encourage brilliantly integrated society when the mainstream says the opposite .	Male	50 - 64	White Irish
Yes	Yes	Yes	Yes	Yes			Female	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes			Female	30 - 49	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes	All good objectives but need input from all Seniors within Council.	Young people with Mental Health. They are not supported enough in this borough. I believe the numbers of YP are increasing with MH related issues and are still being admitted to hospitals far from home. Need to see what resources are in borough to support these YP.	Female	50 - 64	Prefer not to give ethnic origin
Yes	Yes	Yes	Yes	Yes		Better representation for Ethnic staff with in the council management structure, (positions higher the the very junior team lead roles) .	Female	50 - 64	Black or Black British - Caribbean
No	No	Yes	No	No		You are not the government! Stick to doing the stuff you are supposed to do: keep the streets clean, don't roll out ridiculous plans that dont work e.g. monster bins, sands end traffic fiasco. Stick to the day job please because that is not being done at all well at the moment.	Female	30 - 49	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes	Without truly affordable housing for the children and grandchildren of denizens of the borough, none of this will matter.		Female	18 - 29	Mixed – Other Mixed or multiple background (please describe below)
Yes	Yes	No	Yes	No	Forcing or choosing people into jobs based on their identity is regressive action and creates greater division. Identity politics is one of societies biggest ills	No 'numbers' game on how many black, Asian, female etc are in certain jobs. Do it on merit and merit alone. Just like we stopped including age as a determining factor on CVs many years ago, company's should not get targets for employing a number of people based on their identity	Male	30 - 49	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes			Female	50 - 64	Black or Black British - Caribbean

Yes	Yes	Yes	Yes	Yes	Yes	<p>its hard to disagree with the priorities you have chosen but I also see the following in the work we do</p> <p>Housing - one of the biggest inequalities in the borough is access to affordable housing and the high cost of housing underpins other inequalities. Cost of housing dictates where some people live, whether they can afford to stay in the area they know/close to their network, how much money or time they have left over to access other opportunities such as education, cultural or sports activities ,volunteering etc. Poor housing is also obviously linked to other outcomes like poor health.</p> <p>Health inequality - isn't there a 10 year difference in life expectancy between the most and least affluent in the borough?</p> <p>Access to space for community activities - the most common request we have after funding is for</p>	Female	50 - 64	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Yes	Yes	<p>I feel you could include specific actions that would make the lives of LGBT people better. For example, you could ensure that all of your frontline staff are aware of issues that LGBT people may face e.g. homophobia or issues accessing healthcare services, or having issues on the phone due to being trans and having a "non-passing" voice.</p>	Female	18 - 29	White English/ Welsh/ Scottish/ Northern Irish or British
Yes	Yes	Yes	Yes	Don't know/ No opinion	<p>Am not sure this should be an objective as focus should be more on services and support.</p>	Male	50 - 64	Black or Black British - African	
Yes	Yes	Yes	Yes	Don't know/ No opinion	<p>Allowing all residents to have access to a car parking space if they buy an electric vehicle abs scrap all S106 that denies residents to buy abs park abs electric car</p>	Male	30 - 49	White English/ Welsh/ Scottish/ Northern Irish or British	
Yes	Yes	Yes	Yes	Don't know/ No opinion	<p>I already think LBHF had/s a good inclusion and equality view over many years since it had Equal opportunity polices in the 90s. I think more clarity is needed about what are the exact problems LBHF is trying to tackle so we dont needlessly use up resources and time to deal with things we dont have a problem with.</p> <p>I think businesses in the Borough may need to also be somehow included in this as they are a central core of what LBHF is also about and helps sustain the Borough. They also need to feel valued by LBHF and they also have a lot of workers who may rely on our services and leadership as a Council.</p>	Male	30 - 49	White English/ Welsh/ Scottish/ Northern Irish or British	

# Agenda Item 5

## London Borough of Hammersmith & Fulham

**Report to:** Cabinet

**Date:** 11/10/2021

**Subject:** Capital Programme Monitor & Budget Variations, 2021/22 (First Quarter)

**Report of:** Cabinet Member for Finance and Commercial Services, Councillor Max Schmid

**Responsible Director:** Emily Hill, Director of Finance

---

### SUMMARY

This report provides a financial update on the council's capital programme and requests approval for budget variations to the capital programme.

---

### RECOMMENDATIONS

1. To note the net forecast decrease in 2021/22 capital expenditure of £8.8m (5.3% of the approved budget). The variations are detailed in Appendix 2.
  2. To approve the updated four-year capital programme 2021-2025 of £488.6m as detailed in Appendix 1.
  3. To note the potential risks regarding the Housing Capital Programme, as summarised in paragraphs 33-36.
- 

**Wards Affected:** All

---

The capital programme contains schemes and projects which are directly linked to the Council's Business Plan 2018-22 and which deliver across the Council's priorities.

<b>Our Values</b>	<b>Summary of how this report aligns to the H&amp;F Values</b>
Being ruthlessly financially efficient	<p>All capital investment decisions are required to be underpinned by a robust business plan that sets out the full costs and risks and any expected financial return alongside the broader outcomes including economic and social benefits.</p> <p>Officers are responsible for monitoring and delivering projects within approved budgets and reporting variances.</p> <p>This report provides detailed analysis of the Council's capital programme financial position and highlights any potential risks and their impact on the Council's resources.</p>

## Financial Impact

This report is wholly of a financial nature. The headline movements are:

- a net increase in the 4-year capital programme of £82.9m to £488.6m: the largest variations are the carry forward of budgets of £19.2m from 2020/21 and allowance for development financing of up to £39m to EdCity Office Ltd as part of the council's investment in White City (July Cabinet) and £13.2m in respect of the Civic Campus Town Hall refurbishment
- a net decrease in forecast 2021/22 expenditure of £8.8m. The variations are detailed in Appendix 2.

Covid-19 is impacting the previously approved capital programme:

- a number of schemes have experienced delays due to social distancing restrictions
- the pandemic, and the potential for an economic downturn, may affect the expected costs, market for and viability of schemes – this will be kept under review and mitigating actions will be considered as necessary.

The 2021/22 Headline General Fund (GF) borrowing requirement (CFR) is forecast to increase by £48.4m over the next four years to support capital investment. This would result in an estimated additional revenue budget outgoing of £2.5m per annum by 2025/26.

The Housing Revenue Account 2021/22 borrowing requirement (CFR) is forecast to increase by £39.1m to £272.1m. By the end of 2024/25 the HRA CFR is forecast to be £370.4m.

## Legal Implications

There are no direct legal implications in relation to this report. Legal advice will be sought for each Procurement within the programme and will comply with the Council's Contract Standing Orders and the Public Contract Regulations.

---

### Contact Officers:

Name: Andrew Lord  
Position: Head of Strategic Planning and Monitoring  
Telephone: 020 8753 2531  
Email: [Andrew.lord@lbhf.gov.uk](mailto:Andrew.lord@lbhf.gov.uk)  
Verified by Emily Hill, Director of Finance

Name: Adesuwa Omoregie  
Position: Assistant Director, Legal Services  
Telephone: 02087532297  
Email: [adesuwa.omoregie@lbhf.gov.uk](mailto:adesuwa.omoregie@lbhf.gov.uk)

---

## Background Papers Used in Preparing This Report

The following documents disclose important facts on which the report is based and have been relied upon in preparing the report:

- Capital Programme 2021-25 (published February 2021)

### CAPITAL PROGRAMME 2021-22 – Q1 OVERVIEW

1. The Council's capital programme as at the end of Quarter 1 is summarised in Table 1. Budgeted expenditure on the four-year programme has increased, since the start of the year, by £82.9m to £488.6m.

Table 1 – LBHF Capital Programme 2021-25 with proposed 2021-22 Q1 variations

	2021/22 Revised Budget as @ 2020/21 Outturn £'000	Slippages from/(to) future years £'000	Addition/ (Reduction) £'000	Transfers £'000	Total Variations £'000	Revised Budget 2021/22 (Q1) £'000	Future years indicative budget £'000	Total Budget (All years) £'000
<b>CAPITAL EXPENDITURE</b>								
Children's Services	2,265	(4,282)	5,178	-	896	3,161	7,158	10,319
Social Care	1,951	-	1,496	-	1,496	3,447	-	3,447
Environment Department	10,481	(400)	2,723	-	2,323	12,804	7,668	20,472
Finance	5,865	(4,585)	914	-	(3,671)	2,194	4,585	6,779
General Fund Schemes under the Economy Department	69,522	(53,983)	51,629	-	(2,354)	67,168	126,687	193,855
<b>Sub-total (General Fund)</b>	<b>90,084</b>	<b>(63,250)</b>	<b>61,940</b>	<b>-</b>	<b>(1,310)</b>	<b>88,774</b>	<b>146,098</b>	<b>234,872</b>
Economy Department-HRA Programme	76,608	(11,702)	4,211	-	(7,491)	69,117	184,636	253,753
<b>Sub-total Economy Department (HRA)</b>	<b>76,608</b>	<b>(11,702)</b>	<b>4,211</b>	<b>-</b>	<b>(7,491)</b>	<b>69,117</b>	<b>184,636</b>	<b>253,753</b>
<b>Total Expenditure</b>	<b>166,692</b>	<b>(74,952)</b>	<b>66,151</b>	<b>-</b>	<b>(8,801)</b>	<b>157,891</b>	<b>330,734</b>	<b>488,625</b>
<b>CAPITAL FINANCING</b>								
<b>Specific/External Financing:</b>								
Government/Public Body Grants	3,787	(4,282)	6,674	-	2,392	6,179	7,158	13,337
Grants and Contributions from Private Developers (includes S106/CL)	23,345	-	973	-	973	24,318	23,641	47,959
Capital Grants/Contributions from Non-departmental public bodies	1,119	-	69	(233)	(164)	955	-	955
Capital Grants and Contributions from GLA Bodies	2,174	(586)	2,422	3,805	5,641	7,815	8,564	16,379
Leaseholder Contributions (Housing)	5,380	-	(4,480)	-	(4,480)	900	5,806	6,706
<b>Sub-total - Specific Financing</b>	<b>35,805</b>	<b>(4,868)</b>	<b>5,658</b>	<b>3,572</b>	<b>4,362</b>	<b>40,167</b>	<b>45,169</b>	<b>85,336</b>
<b>Mainstream Financing (Internal):</b>								
Capital Receipts - General Fund	15,464	(4,285)	-	-	(4,285)	11,179	4,285	15,464
Capital Receipts - HRA	7,990	-	2,069	(3,760)	(1,691)	6,299	5,997	12,296
Major Repairs Reserve (MRR)	16,245	-	-	-	-	16,245	47,211	63,456
Earmarked Reserves (Revenue)	949	-	105	-	105	1,054	-	1,054
<b>Sub-total - Mainstream Funding</b>	<b>40,648</b>	<b>(4,285)</b>	<b>2,174</b>	<b>(3,760)</b>	<b>(5,871)</b>	<b>34,777</b>	<b>57,493</b>	<b>92,270</b>
<b>Borrowing-General Fund</b>	<b>45,882</b>	<b>(54,683)</b>	<b>52,679</b>	<b>-</b>	<b>(2,004)</b>	<b>43,878</b>	<b>129,764</b>	<b>173,642</b>
<b>Borrowing -HRA</b>	<b>44,357</b>	<b>(11,116)</b>	<b>5,640</b>	<b>188</b>	<b>(5,288)</b>	<b>39,069</b>	<b>98,308</b>	<b>137,377</b>
<b>Total Capital Financing</b>	<b>166,692</b>	<b>(74,952)</b>	<b>66,151</b>	<b>-</b>	<b>(8,801)</b>	<b>157,891</b>	<b>330,734</b>	<b>488,625</b>

2. Forecast 2021/22 spend is £8.8m lower than last reported (2020/21 capital outturn). The main adjustments are for the reprofiling of budgets to/from future years, alignment of budgets and new budgets approved in the last quarter. Full details are included in Appendix 2, the most significant changes being:

- £39m additional budget reprofiled to future years in respect of development financing to EdCity Office Ltd



- £13.2m additional budget profiled to 2022/23 in respect of the Hammersmith Town Hall refurbishment
- additional budgets for the White City and Springvale Affordable Housing schemes (£3.1m)
- budget additions for Transport and Infrastructure projects following confirmation of grant funding from TfL (£2.7m)
- budget additions for Adults Social Care capital schemes following confirmation of grant funding (£1.5m)
- a budget for investment in the Corporate Digital Infrastructure (£0.9m)
- budget reprofiling to future years for Invest to Save schemes (£4.3m), Affordable Housing schemes (£6.5m) and HRA Asset Management and Compliance Programme (£6.9m).

## GENERAL FUND – MAINSTREAM PROGRAMME AND CAPITAL RECEIPTS

3. The General Fund (GF) mainstream programme cuts across the departments and represents schemes which are funded from Council resources (capital receipts or borrowing). It is the area of the programme where the Council has the greatest discretion. The mainstream programme and quarter 1 movements are summarised in Table 2.

**Table 2 – LBHF GF Mainstream Capital Programme 2021-25 with proposed 2021-22 Q1 variations:**

	2021/22 Revised Budget	Variations (Q1)	Revised Budget 2021/22 (Q1)	Indicative Budget 2022/23	Indicative Budget 2023/24	Indicative Budget 2024/25	Total Budget (All years)
	£'000	£'000	£'000	£'000	£'000	£'000	£'000
<b>Approved Expenditure</b>							
<b>Ad Hoc Schemes:</b>							
Social Care Capital projects [ASC]	129	-	129	-	-	-	129
Invest to Save-Flexible Use of Capital Receipts [FIN]	5,865	(4,365)	1,500	4,285	-	-	5,785
Investment in Digital Infrastructure [FIN]	-	694	694	300	-	-	994
Capital Investment in Street Lighting [ENV]	1,100	(400)	700	400	-	-	1,100
WMC JV Exit Costs [ECD]	1,998	-	1,998	-	-	-	1,998
Carnwath Road [ECD]	1,870	-	1,870	-	-	-	1,870
Hammersmith Bridge [ENV]	-	87	87	-	-	-	87
Other Highways Capital Schemes [ENV]	17	-	17	-	-	-	17
North End Road - Good Growth Fund [ECD]	588	-	588	610	-	-	1,198
HRA Watermeadow adjustment [ECD]	1,432	-	1,432	-	-	-	1,432
Hammersmith Town Hall Refurbishment* [ECD]	-	-	-	14,568	-	-	14,568
Hammersmith Town Hall Fit Out* [ECD]	7,256	-	7,256	2,725	-	-	9,981
Schools Regeneration Programme [ECD]	-	81	81	-	-	-	81
Education City regeneration- Youth Facility [ECD]	875	-	875	2,625	-	-	3,500
Farm Lane/Mund Street [ECD]	2,004	(1,269)	735	1,269	-	-	2,004
Investment in Affordable Housing-Lillie Road Site [ECD]	1,744	(436)	1,308	436	-	-	1,744
Planned Maintenance/DDA Programme [ECD]	8,057	(671)	7,386	2,400	2,400	2,400	14,586
Electric Vehicles [ENV]	384	-	384	-	-	-	384
Footways and Carriageways [ENV]	2,822	-	2,822	2,030	2,030	2,030	8,912
Column Replacement [ENV]	382	-	382	346	346	346	1,420
Parks Programme & Libraries [ENV]	448	-	448	-	-	-	448
<b>Total Mainstream Programmes</b>	<b>36,971</b>	<b>(6,279)</b>	<b>30,692</b>	<b>31,994</b>	<b>4,776</b>	<b>4,776</b>	<b>72,238</b>
<b>Financing</b>							
Capital Receipts	15,464	(4,285)	11,179	4,285	-	-	15,464
Increase/(Decrease) in Borrowing	21,507	(1,994)	19,513	27,709	4,776	4,776	56,774
<b>Total Financing</b>	<b>36,971</b>	<b>(6,279)</b>	<b>30,692</b>	<b>31,994</b>	<b>4,776</b>	<b>4,776</b>	<b>72,238</b>

4. The 2021/22 mainstream programme has decreased by £6.3m in comparison to revised 2021/22 budget approved at 2020/21 outturn.

5. The mainstream programme presented in Table 2 does not include self-financing schemes (where the net General Fund revenue borrowing costs are nil). Appendix 5 details the self-financing schemes and their borrowing requirement.
6. Following confirmation of the 2021/22 government grant allocations, an additional 2021/22 budget of £0.985m for Disabled Facilities Grant and £0.511m for other Adult Social Care capital schemes is proposed. The decision on how the Adult Social Care allocation is spent is delegated to the Strategic Director of Social Care in consultation with the Director of Finance and the Cabinet Member for Health and Adult Social Care and Cabinet Member for Finance and Commercial Services.
7. An additional capital budget of £81,102 is included for the Community Schools Programme (CSP) to fund current commitments. This includes work on additional consultation activities, cost reviews and daylight/sunlight modelling. The previously approved budget (as amended) of £2.744m is fully committed. Following completion of the additional consultation and any amendments to the proposals a Cabinet report will be submitted to provide a programme update and request capital budgets to progress the projects to the Council's Development Gateway 3 - Procurement of the main contractor (RIBA 4).
8. An additional budget of £80,000 for the Business Intelligence staffing costs in relation to investment in Digital Infrastructure is included. These costs will be funded from the General Fund capital receipts brought forward from 2020/21.
9. £711,000 of Transport for London funding has been confirmed for 2021/22 and allowance is made for the grant to fund various transport schemes within the Environment department. The budget has been added to the revised Q1 2021/22 capital programme.
10. This report includes allowance for an additional budget of £87,000 in relation to the Hammersmith Bridge stabilisation works to be funded from the General Fund borrowing. A further update on a comprehensive stabilisation scheme will be provided in the Quarter 2 capital monitor to reflect the Leader's Urgent Decision of 16 August 2021.
11. In July 2021, the Cabinet approved an investment of up to £39m in the form of development financing to EdCity Office Ltd to fund the cost of development and construction of the office building thereby facilitating the comprehensive development and regeneration of the site to provide 132 new affordable homes, a new school, new nursery, adult education centre and youth facilities. The investment will be funded by an increase in the Council's Capital Financing Requirement; however it is intended to be self-financing with no additional call on the Council's General Fund resources.
12. In January 2019, Full Council approved a pre-tender capital budget for the refurbishment of the Grade II listed Town Hall, a central feature of the Civic Campus regeneration project. Since the original approval, the case for the Town Hall refurbishment has strengthened. The transition to remote working during the pandemic has identified significant revenue savings are possible by reducing the need for corporate accommodation. Detailed savings plans are

being developed alongside 'Hello Hybrid Future' (the council's new flexible working strategy) to drive this estate efficiency and performance and options will be considered by Cabinet as these are progressed. In addition, significant opportunities arising from estate rationalisation are being explored and will also be considered by Cabinet.

13. The Council entered into construction contract with Ardmore in December 2020. Since then, several factors have impacted the programme's build cost. It has been widely reported in the construction industry that Covid-19 and Brexit combined have seen material shortages leading to price increases in timber, steel and cement. Supply delays and labour shortages affecting timeline and cost are being felt across the industry. The contract entered into for the refurbishment of the Town Hall contained provisional sums which are subject to current day pricing and design confirmation. In addition, other factors include changes to the designs from the point of entering contract due to opening up the building with tests and inspections and uncovering the need for costs relating to structural elements of the build. These must be addressed to proceed and include specialist requirements for heritage areas.
14. In addition, during the design period enhancements to the original scope and cost estimate have been identified, in line with the Council's vision and values. These include design changes to deliver the truly accessible design and inclusivity agenda as well as enhancements to the energy strategy to reduce carbon emissions through a Ground Source Heat Pump. Further enhancements have also been identified to enable the generation of commercial income and to incorporate additional uses that are being explored as part of the wider accommodation strategy, such as moving West London Coroner's Court from Bagley's Lane.
15. In total, an additional budget of £13.286m which will cover the cost escalation for additional fees and various refurbishment improvement works necessary to achieve enhanced outcomes is included within the capital programme. This will be funded from General Fund borrowing where other funding sources such as Community Infrastructure Levy or offsetting capital receipts arising from estate rationalisation cannot be identified.
16. A budget of £914,000 is required for a corporate digital infrastructure upgrade funded by General Fund borrowing. This is required to deliver the hardware and associated support contracts to enable future plans for 145 King Street as part of the wider accommodation strategy and facilitate "Hello Hybrid Future" workforce changes. This involves the purchase, configuration and installation of next generation networking equipment providing fast, secure and reliable LAN (Local Area Network) connectivity. With increased demand on the corporate network, investment is required to ensure sustained network performance as staff transition to hybrid working practises more permanently. This work will also provide a solid IT foundation for future digital transformation programmes like the adoption of cloud services, expansion of WiFi, implementing new Smart Building technologies and new customer engagement methods delivered via the Resident Experience and Access Programme.
17. A key financial focus of the capital monitoring report is the potential impact of capital expenditure on future borrowing and its revenue affordability. The Council's underlying need to borrow for a capital purpose is measured through

the Capital Financing Requirement (CFR). The current forecast for the General Fund Headline CFR (excluding the self-financing schemes set out in Appendix 5) is £140.3m at the end of 2021/22, an-in year increase of £18.1m.

18. The underlying need to borrow is forecast to increase by £48.4m over the next four years to support capital programme. By 2024/25 this will increase annual revenue borrowing costs by an estimated £2.5m. This will need to be allowed for within future budget planning and the medium-term financial strategy process.
19. General Fund capital programme also includes capital receipts of £2.2m brought forward from 2020/21. These will support invest to save expenditure and IT investment to protect use of the Council's reserves. This is in line with the Council's reserves strategy as it contributes towards strengthening the Council's future financial resilience. The identification of additional receipts will protect reserves by enabling, the flexible use of capital receipts to fund invest to save costs and potential capitalisation of other relevant costs in line with proper accounting or statutory practice. The use of capital receipts to fund new capital expenditure will also reduce the Council's need to borrow and therefore reduce the revenue costs of that borrowing with new borrowing incurring an estimated annual revenue cost of £52,500 per annum per £1m.
20. The amendments to the General Fund (GF) capital programme have affected the Council's forecast headline capital debt (CFR) as follows:

	<b>Last forecast (2021/22 opening budget)</b>	<b>Current forecast (2021/22 Q1)</b>
<b>General Fund CFR</b>	<b>£m</b>	<b>£m</b>
2020/21 Closing CFR (actual)	122.16	122.16
2021/22 Closing CFR	142.28	140.31
2024/25 Closing CFR	157.39	170.56

21. £13.78m of General Fund capital receipts are anticipated in 2021/22. £10.2m of this receipt has been included in the current capital programme to fund various General Fund capital schemes. Should the sale not go ahead and the receipt not realise, this will result in an increase in the General Fund CFR by the same amount and additional revenue costs of borrowing of £0.536m per annum. In addition, at the end of 2020/21, £0.295m of deferred disposal costs were accrued in respect of the anticipated capital receipt. Should the sale not proceed, these costs must be written back to revenue.
22. The General Fund capital programme includes budgets for several regeneration schemes that are at an early stage. These include £6.3m for Farm Lane, Mund Street and Lillie Road developments, £2.2m for the Community Schools Programme and £3.5m for Watermeadow Joint Venture exit costs. Should these schemes not fully progress there is a risk that some, or all, of the expenditure may need to be written off to revenue. In line with the arrangements agreed in the Building Homes and Communities Strategy, the Development Board is providing a gateway and governance process for these schemes before commitment of funds.
23. There are currently no forecast capital receipts beyond 2021/22. However, the Council's Property Transformation Strategy is systematically reviewing all

assets as part of asset management best practice and as part of the wider accommodation strategy in light of the Council's 'Hello Hybrid Future' strategy. As part of this programme of work, surplus assets may be identified that cannot be re-purposed for other uses and that could be sold for a capital receipt to support the capital programme. Any decisions on asset disposals will be the subject of a future report.

## HOUSING CAPITAL PROGRAMME OVERVIEW

24. Housing Capital expenditure for 2021/22 is forecast at £69.1m and for the four-year programme to 2023/24 spend is expected to be £253.8m. The expenditure and funding analysis of the Housing Programme is summarised in Table 3 below.

**Table 3 – Housing Capital Programme 2021-25 with proposed 2021-22 Q1 variations:**

	2021/22 Revised Budget as @ 2020/21 Outturn £'000	Total Variations £'000	Revised Budget 2021/22 (Q1) £'000	Indicative 2022/23 Budget £'000	Indicative 2023/24 Budget £'000	Indicative 2024/25 Budget £'000
<b>Approved Expenditure</b>						
HRA Asset Management and Compliance Programme	55,351	(6,199)	49,152	56,750	21,246	13,493
Building Homes and Communities Strategy	14,981	(2,108)	12,873	16,187	14,256	31,520
Other HRA Capital Schemes	6,276	816	7,092	10,694	14,495	5,995
<b>Total Housing Programme</b>	<b>76,608</b>	<b>(7,491)</b>	<b>69,117</b>	<b>83,631</b>	<b>49,997</b>	<b>51,008</b>
<b>Available and Approved Resource</b>						
Capital Receipts - Unrestricted	4,000	2,069	6,069	4,019	1,978	-
Capital Receipts - RTB (141)	3,990	(3,760)	230	-	-	-
Capital Receipts - GF	1,432	-	1,432	-	-	-
Major Repairs Reserve (MRR)	16,245	-	16,245	16,651	17,067	13,493
Contributions Developers (S106)	1,036	375	1,411	6,580	9,146	3,649
Contributions from leaseholders	5,380	(4,480)	900	3,605	2,201	-
Capital Grants and Contributions from GLA Bodies	27	607	634	239	1,246	-
RtB GLA Ringfence	-	2,986	2,986	1,367	1,584	3,503
Borrowing (HRA)	44,357	(5,288)	39,069	51,170	16,775	30,363
Borrowing (GF)	141	-	141	-	-	-
<b>Total Funding</b>	<b>76,608</b>	<b>(7,491)</b>	<b>69,117</b>	<b>83,631</b>	<b>49,997</b>	<b>51,008</b>

25. Within the Housing Capital Programme there has been a net budget decrease of £7.5m. Detailed analysis of the budget variances is presented in Appendix 2. The risks associated with funding the future years' Housing Capital Programme are summarised in paragraphs 33-36.

26. The HRA CFR is shown in Table 4 below:

**Table 4 – HRA CFR at Q1 2021-22 (including future years forecast):**

HRA CFR Forecast	2020/21 £m	2021/22 £m	2022/23 £m	2023/24 £m	2024/25 £m
Closing Forecast HRA CFR	233.05	272.11	323.28	340.06	370.42

27. The Housing Revenue Account 2021/22 CFR has increased by £39.1m in comparison to 2020/21. This is mainly due to 2020/21 budgets being reprofiled



to 2021/22, HRA Asset Management and Compliance Programme budgets being brought forward from the future years due to accelerated works and a reduction in previously forecast funding resources. The HRA CFR is forecast to increase to £370.42m by the end of 2024/25.

28. In February 2021 the Full Council approved Capital Programme 2021-2025 which contains a budget envelop of £28m for 2024/25 HRA Asset Management and Compliance programme. At the time of the approval there were no budgets allocated to specific projects and priority schemes were yet to be confirmed. Conditional surveys carried out recently have identified a number of health and safety works in value of £7.303m to be completed before 2024/25. This report seeks an approval for £7.303m of unallocated 2024/25 budget to be brought forward from 2024/25 to 2022/23 and be allocated to these works. A schedule of proposed schemes is detailed in Appendix 6.
29. The programme of works will be funded from HRA borrowing, as previously approved at Full Council, but such borrowing is now forecast to be required in 2022/23 rather than 2024/25. This will result in earlier revenue borrowing costs that need to be allowed for within the HRA budget strategy. There is a risk that the remaining 2024/25 unallocated Asset Management and Compliance budget will no longer be sufficient to cover the costs of any future works.
30. The Council has received £827,000 grant from the Department of Business, Energy & Industrial Strategy to be spent on Social Housing Decarbonisation Fund Retrofit Program. This report is seeking an approval for the spend on this scheme.
31. £105,000 of costs in relation to Water Supply scheme previously budgeted in revenue have been identified as capital in nature. This report seeks an approval for a corresponding capital budget for these costs to be added to the HRA capital programme and be funded from HRA borrowing. This will result in an increase in HRA CFR.
32. On 1 July 2019 Cabinet approved the Council's Asset Management and Compliance Programme which has a focus on health and safety works. 2021/22 forecast spend includes £22.2m of expenditure related to Health & Safety, of which £14m is on specific fire safety capital works as detailed in Table 5 below.

**Table 5 – Compliance and Health and Safety forecast spend 2021-22**

<b>HRA Capital Programme: Health &amp; Safety budget and forecast as at end of Quarter 1, 2021-22</b>					
<b>Approved Schemes</b>	<b>Total Approved Budget £'000</b>	<b>Total Spend Forecast £'000</b>	<b>Approved Budget 2021-22 £'000</b>	<b>Spend Forecast 2021-22 £'000</b>	<b>2021-22 Budget Variance £'000</b>
Fire Safety Compliance Programme	15,288	22,177	10,706	8,609	(2,097)
Fire Safety Complex Schemes	27,349	27,533	5,864	5,391	(473)
Safety Works - Electrical	18,253	18,283	8,847	6,147	(2,700)
Safety Works - Other	6,119	6,224	1,990	2,015	25
<b>Total</b>	<b>67,009</b>	<b>74,217</b>	<b>27,407</b>	<b>22,162</b>	<b>(5,245)</b>

## HOUSING CAPITAL PROGRAMME RISKS

33. The following risks associated with funding of future years' expenditure have been identified within the Housing Capital programme:
34. **S106 Funding:** The proposed programme for 2021/22–2024/25 relies on £20.7m of S106 receipts for affordable housing, of which £16.1m has been received to date with the remainder dependent on the associated developments proceeding in a timely manner. The impact of Covid-19 on the progress of developments and related developer contributions is being monitored jointly with Finance and Planning and mitigating actions will be considered if necessary, such as substituting other funding in the Housing programme, on a temporary or permanent basis.
35. **Right to Buy funding:** Right to Buy (RTB) one for one receipts need to be repaid with interest to Central Government where these are not used within the required timescales. There is therefore a financial risk if affordable housing schemes do not proceed to programme. These receipts are ringfenced to the provision of affordable housing within three years of receipt and the Council's agreement with the GLA, extends the agreement by a further three years. As at 1 July 2021, the GLA held £23.9m of Hammersmith & Fulham RTB receipts which need to be used by Q2 2023/24. This is the equivalent of £60m<sup>1</sup> of capital expenditure to be delivered over the next two and a quarter years. The approved schemes and the pipeline<sup>2</sup> are sufficient to make use of these receipts if delivered on time. MHCLG has issued updated guidance which provides two more years (five years in total) to use RTB receipts but this does not apply to receipts held by the GLA. The Council is in regular discussion with the GLA about the use of the receipts and the deadlines.
36. **Building Safety Bill and Fire Safety Act:** The Building Safety Bill is going through the Parliamentary process whereas the Fire Safety Act has been enacted. These will significantly impact on the Council in its role as landlord. Whilst the Council has already approved its current Asset Management and Compliance Programme, which is included in the Capital Programme, additional safety requirements and further significant capital requirements will need to be considered. An updated Asset Management Capital Strategy, setting out a 12-year plan, to be incorporated into the 2022/23 Capital Programme was agreed by Cabinet in September 2021. The impact of the proposals has been modelled in the latest HRA 40-year Business Plan and indicates a requirement for additional revenue savings to finance the capital servicing costs involved.

## REASONS FOR DECISION

---

<sup>1</sup> The recently published MHCLG guidance suggests that 1-4-1 receipts received in the 2017-18 financial year or later can now fund 40% of the total development expenditure on eligible tenures, with the remaining 60% being funded from a mixture of non-housing receipts, S106 and borrowing. The Council is still working through the implications of this new guidance on the optimal allocation of receipts to schemes.

<sup>2</sup> The housing development pipeline was presented to Cabinet on 3 March 2020 in the report "Financial Plan for Council Homes".

37. This report reports the quarter 1 position to Cabinet and seeks revisions to the Capital Programme which require the approval of Cabinet in accordance with the Council's financial regulations.

## **EQUALITY IMPLICATIONS**

38. There are no direct equalities implications in relation to this report. This paper is concerned entirely with financial management issues and, as such, the recommendations relating to an increase in capital allocations, will not impact directly on any group with protected characteristics, under the terms of the Equality Act 2010.

## **IMPLICATIONS FOR BUSINESS**

39. The Council's Capital Programme represents significant expenditure within the Borough and consequently, where supplies are sourced locally, may impact either positively or negatively on local contractors and sub-contractors. Where capital expenditure increases, or is brought forward, this may have a beneficial impact on local businesses; conversely, where expenditure decreases, or is slipped, there may be an adverse impact on local businesses.
40. Projects contained in the capital programme are approved on individual basis and the business implications for each of them are considered in more detail in their specific reports.
41. Implications completed by Nicki Burgess, Business and Enterprise Manager, Economic Development, Tel:07796610094.

## **RISK MANAGEMENT**

42. In the initial stages of any development, major capital projects will have significant uncertainties. For example, these may relate to the planning process, the views and interest of residents and stakeholders who must be consulted, ground conditions, or the costs of rectifying or demolishing existing buildings (e.g. the cost of asbestos removal). Construction companies and developers contracting with the Council which experience financial instability, particularly an issue following Covid-19 pandemic pressures or Brexit and the impact of cost inflation. They may not be able to raise sufficient finance to cash flow operations, any potential insolvency process could lead to a costly process of changing suppliers without any guarantee of remaining within overall budget, the Council could suffer direct financial loss and any defects or other issues may not be resolvable as anticipated. To mitigate the Council carefully considers the financial robustness of any contractor and requests appropriate financial standing assurance and support wherever possible.
43. Large scale capital projects can operate in environments which are complex, turbulent, and continually evolving. Effective risk identification and control within such a dynamic environment is more than just populating a project risk register or appointing a project risk officer. Amplifying the known risks so that they are not hidden or ignored, demystifying the complex risks into their more manageable sum of parts and anticipating the slow emerging risks which can

escalate rapidly are all necessary components of good capital programme risk management.

44. The report identifies a number of risks which may impact on the future funding of the Housing Capital Programme. It is important that strong corporate and directorate oversight and monitoring of these risks is maintained and appropriate ongoing assurances provided to councillors on the management of these risks.
45. The impact to councils of the Grenfell Tower fire are yet to be fully established. It is certain that many councils are/will be undertaking property reviews to determine the levels of improvements required to ensure fire safety arrangements within their buildings meet both the expectations of the residents and that they comply with building regulations and other statutory duties. The Regulatory Reform (Fire Safety) Order 2005 places specific duties placed on the Council as the Responsible Person for its buildings to assess the risk from fire and put in measures to control those risks.
46. The Dame Judith Hackitt independent review of fire safety, following the Grenfell tragedy, recognises that High Rise Residential Buildings (10 Storeys and above) are a special risk where layers of fire protection must be put in place so as to reduce the risk to as low as reasonably possible, however reducing the risk for all residential accommodation is fundamental. This process is on-going and must be continually reviewed at least annually.
47. All works must comply with the Construction (Design and Management) Regulations. The Council must appoint a Principal Designer and Principal Contractor with the necessary and demonstrable expertise and competence.
48. Proposals set out in this report seek to comply with the Council's legal duties.
49. Implications completed by: David Hughes, Director of Audit, Risk and Insurance, Tel: 020 7361 2389.

#### **VAT IMPLICATIONS**

50. The Council needs to carefully consider its VAT partial exemption calculation and the risk of breaching the partial exemption threshold. Capital projects represent the bulk of this risk. A breach would likely cost the Council between £2-£3m per year whilst in breach. Finance are working closely with departments to ensure that partial exemption risks are considered as part of significant capital projects. Further detail on the Council's partial exemption is included in Appendix 4.
51. Implications verified by: Chris Harris, Chief Accountant, Corporate Finance, Tel: 020 8753 6440.

#### **LIST OF APPENDICES:**

- Appendix 1 – Detailed capital budget, spend and variation analysis by department
- Appendix 2 – Analysis of budget variations
- Appendix 3 – Capital receipts forecast
- Appendix 4 – VAT partial exemption

Appendix 5 – Capital Financing Requirement (CFR) and Minimum Revenue Provision (MRP)

Appendix 6 – HRA Asset Management and Compliance Programme – proposed budget virements from the 2024-25 unallocated budget envelope



Appendix 1 – Detailed capital budget, spend and variation analysis by department

**Children's Services**

**Current Year Programme**

**Indicative Future Years Analysis**

**Analysis of Movements (Revised budget to Q1)**

<b>2021/22 Revised Budget as @ 2020/21 Outturn</b>	<i>Slippages from/(to) future years</i>	<i>Additions/ (Reductions)</i>	<i>Transfers</i>	<b>Total Transfers/ Virements</b>	<b>Revised Budget 2021/22 (Q1)</b>	<b>2022/23 Budget</b>	<b>2023/24 Budget</b>	<b>2024/25 Budget</b>	<b>Total Budget (All years)</b>
<b>£'000</b>	<i>£'000</i>	<i>£'000</i>	<i>£'000</i>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>
<b>Scheme Expenditure Summary</b>									
Schools Organisational Strategy	138	-	(138)	-	(138)	-	-	-	-
SEN sufficiency	-	(1,300)	1,500	-	200	200	650	650	1,500
School Maintenance Programme	2,127	(2,982)	3,816	-	834	2,961	2,929	2,929	8,819
<b>Total Expenditure</b>	<b>2,265</b>	<b>(4,282)</b>	<b>5,178</b>	<b>-</b>	<b>896</b>	<b>3,161</b>	<b>3,579</b>	<b>3,579</b>	<b>10,319</b>
<b>Capital Financing Summary</b>									
<b>Specific/External or Other Financing</b>									
Capital Grants from Central Government	2,265	(4,282)	5,178	-	896	3,161	3,579	3,579	10,319
<b>Sub-total - Specific or Other Financing</b>	<b>2,265</b>	<b>(4,282)</b>	<b>5,178</b>	<b>-</b>	<b>896</b>	<b>3,161</b>	<b>3,579</b>	<b>3,579</b>	<b>10,319</b>
<b>Total Capital Financing</b>	<b>2,265</b>	<b>(4,282)</b>	<b>5,178</b>	<b>-</b>	<b>896</b>	<b>3,161</b>	<b>3,579</b>	<b>3,579</b>	<b>10,319</b>

Appendix 1 – Detailed capital budget, spend and variation analysis by department/cont.

Social Care Services	Current Year Programme					Indicative Future Years Analysis				
	Analysis of Movements (Revised budget to Q1)					Revised Budget 2021/22 (Q1)	2022/23 Budget	2023/24 Budget	2024/25 Budget	Total Budget (All years)
	2021/22 Revised Budget as @ 2020/21 Outturn	Slippages from/(to) future years	Additions/ (Reductions)	Transfers	Total Transfers/ Virements					
£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	
<b>Scheme Expenditure Summary</b>										
Extra Care New Build project (Adults' Personal Social Services Grant)	957	-	-	-	-	957	-	-	-	957
Disabled Facilities Grant	357	-	985	-	985	1,342	-	-	-	1,342
Transforming Care (Winterbourne Grant)	300	-	-	-	-	300	-	-	-	300
Social Care Capital Projects	337	-	511	-	511	848	-	-	-	848
<b>Total Expenditure</b>	<b>1,951</b>	<b>-</b>	<b>1,496</b>	<b>-</b>	<b>1,496</b>	<b>3,447</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,447</b>
<b>Capital Financing Summary</b>										
<b>Specific/External or Other Financing</b>										
Capital Grants from Central Government	1,522	-	1,496	-	1,496	3,018	-	-	-	3,018
Capital Grants/Contributions from Non-departmental public bodies	300	-	-	-	-	300	-	-	-	300
<b>Sub-total - Specific or Other Financing</b>	<b>1,822</b>	<b>-</b>	<b>1,496</b>	<b>-</b>	<b>1,496</b>	<b>3,318</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,318</b>
<b>Borrowing</b>	<b>129</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>129</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>129</b>
<b>Total Capital Financing</b>	<b>1,951</b>	<b>-</b>	<b>1,496</b>	<b>-</b>	<b>1,496</b>	<b>3,447</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,447</b>

Appendix 1 – Detailed capital budget, spend and variation analysis by department/cont.

# Environment Department

## Current Year Programme

## Indicative Future Years Analysis

### Analysis of Movements (Revised budget to Q1)

2021/22 Revised Budget as @ 2020/21 Outturn £'000	Slippages from/(to) future years £'000	Additions/ (Reductions) £'000	Transfers £'000	Total Transfers/ Virements £'000	Revised Budget 2021/22 (Q1) £'000	2022/23 Budget £'000	2023/24 Budget £'000	2024/25 Budget £'000	Total Budget (All years) £'000
--	---	----------------------------------	--------------------	-------------------------------------	--------------------------------------	-------------------------	-------------------------	-------------------------	-----------------------------------

### Scheme Expenditure Summary

Footways and Carriageways	2,799	-	-	-	-	2,799	2,030	2,030	2,030	8,889
Transport For London Schemes	265	-	794	233	1,027	1,292	-	-	-	1,292
Safer Cycle Pathway (TFL/S278 funded)	65	-	999	-	999	1,064	-	-	-	1,064
Hammersmith Bridge (TfL)	1,228	-	-	-	-	1,228	-	-	-	1,228
Hammersmith Bridge Stabilisation Works (Council funded)	-	-	87	-	87	87	-	-	-	87
Electric Vehicle Infrastructure	216	-	-	-	-	216	-	-	-	216
Column Replacement	351	-	-	-	-	351	346	346	346	1,389
Other Highways Capital Schemes	1,933	-	464	(236)	228	2,161	-	-	-	2,161
Counters Creek (Thames Water funded)	56	-	(56)	-	(56)	-	-	-	-	-
Better Homes (West London Homes)	-	-	127	-	127	127	-	-	-	127
Bloemfontein Road (Thames Water/Suds)	-	-	-	3	3	3	-	-	-	3
Public CCTV	-	-	285	-	285	285	-	-	-	285
Capital Investment in Street Lighting	1,100	(400)	-	-	(400)	700	400	-	-	1,100
Parks Capital Rolling Programme	120	-	-	-	-	120	-	-	-	120
Other Parks Capital Schemes	135	-	-	-	-	135	-	-	-	135
Fulham Football Club -Bishops Park	370	-	-	-	-	370	-	-	-	370
Containers (Recycling/Food)	21	-	23	-	23	44	-	-	-	44
Electric Vehicles	698	-	-	-	-	698	-	-	-	698
Other (Delivery, RFID, Charge Points)	167	-	-	-	-	167	-	-	-	167
Leisure Centre Capital Investment	957	-	-	-	-	957	50	90	-	1,097
<b>Total Expenditure</b>	<b>10,481</b>	<b>(400)</b>	<b>2,723</b>	<b>-</b>	<b>2,323</b>	<b>12,804</b>	<b>2,826</b>	<b>2,466</b>	<b>2,376</b>	<b>20,472</b>

## Environment Department

### Current Year Programme

### Indicative Future Years Analysis

#### Analysis of Movements (Revised budget to Q1)

2021/22 Revised Budget as @ 2020/21 Outturn £'000	Slippages from/(to) future years £'000	Additions/ (Reductions) £'000	Transfers £'000	Total Transfers/ Virements £'000	Revised Budget 2021/22 (Q1) £'000	2022/23 Budget £'000	2023/24 Budget £'000	2024/25 Budget £'000	Total Budget (All years) £'000

### Capital Financing Summary

#### Specific/External or Other Financing

Grants and Contributions from Private Developers (includes S106/S278)	2,204	-	598	-	598	2,802	50	90	-	2,942
Capital Grants/Contributions from Non-departmental public bodies	641	-	118	(233)	(115)	526	-	-	-	526
Capital Grants and Contributions from GLA	1,534	-	1,815	233	2,048	3,582	-	-	-	3,582
<b>Sub-total - Specific or Other Financing</b>	<b>4,379</b>	<b>-</b>	<b>2,531</b>	<b>-</b>	<b>2,531</b>	<b>6,910</b>	<b>50</b>	<b>90</b>	<b>-</b>	<b>7,050</b>

#### Mainstream Financing (Internal Council Resource)

Capital Receipts	1,056	-	-	-	-	1,056	-	-	-	1,056
Use of Reserves	949	-	105	-	105	1,054	-	-	-	1,054
<b>Sub-total - Mainstream Funding</b>	<b>2,005</b>	<b>-</b>	<b>105</b>	<b>-</b>	<b>105</b>	<b>2,110</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,110</b>

#### Borrowing

	4,097	(400)	87	-	(313)	3,784	2,776	2,376	2,376	11,312
<b>Total Capital Financing</b>	<b>10,481</b>	<b>(400)</b>	<b>2,723</b>	<b>-</b>	<b>2,323</b>	<b>12,804</b>	<b>2,826</b>	<b>2,466</b>	<b>2,376</b>	<b>20,472</b>

## Finance Department

### Current Year Programme

### Indicative Future Years Analysis

#### Analysis of Movements (Revised budget to Q1)

	2021/22 Revised Budget as @ 2020/21 Outturn £'000	Slippages from/(to) future years £'000	Additions/ (Reductions) £'000	Transfers £'000	Total Transfers/ Virements £'000	Revised Budget 2021/22 (Q1) £'000	2022/23 Budget £'000	2023/24 Budget £'000	2024/25 Budget £'000	Total Budget (All years) £'000
<b>Scheme Expenditure Summary</b>										
Invest to Save - Flexible Use of Capital Receipts	5,865	(4,285)	-	(80)	(4,365)	1,500	4,285	-	-	5,785
Investment in Digital Infrastructure	-	(300)	914	80	694	694	300	-	-	994
<b>Total Expenditure</b>	<b>5,865</b>	<b>(4,585)</b>	<b>914</b>	<b>-</b>	<b>(3,671)</b>	<b>2,194</b>	<b>4,585</b>	<b>-</b>	<b>-</b>	<b>6,779</b>
<b>Capital Financing Summary</b>										
<b>Mainstream Financing (Internal Council Resource)</b>										
Capital Receipts	5,865	(4,285)	-	-	(4,285)	1,580	4,285	-	-	5,865
<b>Sub-total - Mainstream Funding</b>	<b>5,865</b>	<b>(4,285)</b>	<b>-</b>	<b>-</b>	<b>(4,285)</b>	<b>1,580</b>	<b>4,285</b>	<b>-</b>	<b>-</b>	<b>5,865</b>
<b>Borrowing</b>	<b>-</b>	<b>(300)</b>	<b>914</b>	<b>-</b>	<b>614</b>	<b>614</b>	<b>300</b>	<b>-</b>	<b>-</b>	<b>914</b>
<b>Total Capital Financing</b>	<b>5,865</b>	<b>(4,585)</b>	<b>914</b>	<b>-</b>	<b>(3,671)</b>	<b>2,194</b>	<b>4,585</b>	<b>-</b>	<b>-</b>	<b>6,779</b>



## Economy Department General Fund Managed Schemes

### Current Year Programme

### Indicative Future Years Analysis

#### Analysis of Movements (Revised budget to Q1)

2021/22 Revised Budget as @ 2020/21 Outturn £'000	Slippages from/(to) future years £'000	Additions/ (Reductions) £'000	Transfers £'000	Total Transfers/ Virements £'000	Revised Budget 2021/22 (Q1) £'000	2022/23 Budget £'000	2023/24 Budget £'000	2024/25 Budget £'000	Total Budget (All years) £'000
<b>Scheme Expenditure Summary</b>									
<b>Civic Campus</b>									
Hammersmith Town Hall Refurbishment *	15,975	(13,268)	13,268	-	15,975	18,694	-	-	34,669
HTH Refurbishment -Fit Out	7,256	-	-	-	7,256	2,725	-	-	9,981
Acquisition of commercial units	10,714	(10)	-	-	10,704	16,738	28,365	-	55,807
Equity Loan (Civic Campus)	13,663	-	-	-	13,663	8,400	-	-	22,063
<b>Subtotal Civic Campus</b>	<b>47,608</b>	<b>(13,278)</b>	<b>13,268</b>	<b>-</b>	<b>47,598</b>	<b>46,557</b>	<b>28,365</b>	<b>-</b>	<b>122,520</b>
<b>Building Homes and Communities Strategy (GF sites)</b>									
Education City Loan	-	(39,000)	39,000	-	-	22,000	12,000	5,000	39,000
Education City -Youth Facility	2,625	-	-	-	2,625	2,625	-	-	5,250
Farm Lane	1,211	-	-	-	1,211	-	-	-	1,211
Mund Street	3,173	(1,269)	-	-	1,904	1,269	-	-	3,173
Community Schools Programme	-	-	81	-	81	-	-	-	81
Investment in Affordable Housing-Lillie Road Site	1,743	(436)	-	-	1,307	436	-	-	1,743
<b>Subtotal Building Homes and Communities Strategy (GF sites)</b>	<b>8,752</b>	<b>(40,705)</b>	<b>39,081</b>	<b>-</b>	<b>7,128</b>	<b>26,330</b>	<b>12,000</b>	<b>5,000</b>	<b>50,458</b>
<b>Other GF Capital Schemes managed by the Economy</b>									
Sands End Community Centre	178	-	(49)	-	129	-	-	-	129
Planned Maintenance/DDA Programme	8,056	-	(671)	-	7,385	2,400	2,400	2,400	14,585
Carwath Road	1,870	-	-	-	1,870	-	-	-	1,870
North End Road - Business Low Emissions Neighbourhood	113	-	-	-	113	125	-	-	238
North End Road - Good Growth Fund	1,088	-	-	-	1,088	1,110	-	-	2,198
WMC JV Exit Costs	1,857	-	-	-	1,857	-	-	-	1,857
<b>Subtotal Other GF Capital Schemes managed by the Economy</b>	<b>13,162</b>	<b>-</b>	<b>(720)</b>	<b>-</b>	<b>12,442</b>	<b>3,635</b>	<b>2,400</b>	<b>2,400</b>	<b>20,877</b>
<b>Total Expenditure</b>	<b>69,522</b>	<b>(53,983)</b>	<b>51,629</b>	<b>-</b>	<b>67,168</b>	<b>76,522</b>	<b>42,765</b>	<b>7,400</b>	<b>193,855</b>

Appendix 1 – Detailed capital budget, spend and variation analysis by department/cont.

**Economy Department General Fund  
Managed Schemes**

Current Year Programme						Indicative Future Years Analysis			
Analysis of Movements (Revised budget to Q1)						2022/23 Budget	2023/24 Budget	2024/25 Budget	Total Budget (All years)
2021/22 Revised Budget as @ 2020/21 Outturn	Slippages from/(to) future years	Additions/(Reductions)	Transfers	Total Transfers/Virements	Revised Budget 2021/22 (Q1)				
£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000

**Capital Financing Summary**

Specific/External or Other Financing										
Grants and Contributions from Private Developers (includes S106)	4,130	-	-	-	-	4,130	-	-	-	4,130
Community Infrastructure Levy (CIL)	15,975	-	-	-	-	15,975	4,126	-	-	20,101
Capital Grants/Contributions from Non-departmental public bodies	178	-	(49)	-	(49)	129	-	-	-	129
Capital Grants and Contributions from GLA Bodies	613	-	-	-	-	613	625	-	-	1,238
<b>Sub-total - Specific or Other Financing</b>	<b>20,896</b>	<b>-</b>	<b>(49)</b>	<b>-</b>	<b>(49)</b>	<b>20,847</b>	<b>4,751</b>	<b>-</b>	<b>-</b>	<b>25,598</b>
Mainstream Financing (Internal Council Resource)										
Capital Receipts (GF)	7,111	-	-	-	-	7,111	-	-	-	7,111
<b>Sub-total - Mainstream Funding</b>	<b>7,111</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,111</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,111</b>
GF Borrowing	41,515	(53,983)	51,678	-	(2,305)	39,210	71,771	42,765	7,400	161,146
<b>Total Borrowing</b>	<b>41,515</b>	<b>(53,983)</b>	<b>51,678</b>	<b>-</b>	<b>(2,305)</b>	<b>39,210</b>	<b>71,771</b>	<b>42,765</b>	<b>7,400</b>	<b>161,146</b>
<b>Total Capital Financing</b>	<b>69,522</b>	<b>(53,983)</b>	<b>51,629</b>	<b>-</b>	<b>(2,354)</b>	<b>67,168</b>	<b>76,522</b>	<b>42,765</b>	<b>7,400</b>	<b>193,855</b>

Appendix 1 – Detailed capital budget, spend and variation analysis by department/cont.

**Economy Department- HRA Capital Programme**

**Current Year Programme**

**Indicative Future Years Analysis**

**Analysis of Movements (Revised budget to Q1)**

2021/22 Revised Budget as @ 2020/21 Outturn £'000	Slippages from/(to) future years £'000	Additions/(Reductions) £'000	Transfers £'000	Total Transfers/Virements £'000	Revised Budget 2021/22 (Q1) £'000	2022/23 Budget £'000	2023/24 Budget £'000	2024/25 Budget £'000	Total Budget (All years) £'000
--	---	---------------------------------	--------------------	------------------------------------	--------------------------------------	-------------------------	-------------------------	-------------------------	-----------------------------------

**Scheme Expenditure Summary**

**HRA Asset Management and Compliance Programme**

Pre Agreed Works	10,579	(1,476)	-	-	(1,476)	9,103	6,522	-	-	15,625
Fire Safety Compliance Programme	10,706	(401)	-	(1,696)	(2,097)	8,609	7,607	3,671	2,290	22,177
Fire Safety Complex Schemes	5,864	(557)	-	84	(473)	5,391	16,774	5,368	-	27,533
Pre Agreed Lift Scheme	2,508	967	-	-	967	3,475	1,985	-	-	5,460
Pre Agreed Boiler Scheme	2,762	0	-	-	-	2,762	2,500	2,500	2,270	10,032
Safety Works - Electrical	8,847	(2,700)	-	-	(2,700)	6,147	7,396	4,107	633	18,283
Safety Works	1,990	(80)	105	-	25	2,015	3,543	666	-	6,224
Void Works	3,522	(1,033)	-	-	(1,033)	2,489	3,009	-	-	5,498
Neighbourhood, parking & garage improvements	3,923	-	588	200	788	4,711	2,664	1,334	175	8,884
Capitalised salaries	3,150	(200)	-	-	(200)	2,950	3,200	2,000	1,800	9,950
Capitalised repairs	1,500	-	-	-	-	1,500	1,550	1,600	1,650	6,300
Unallocated budget - Priority schemes to be confirmed	-	(1,412)	-	1,412	-	-	-	-	4,675	4,675
<b>Subtotal HRA Asset Management and Compliance Programme</b>	<b>55,351</b>	<b>(6,892)</b>	<b>693</b>	<b>-</b>	<b>(6,199)</b>	<b>49,152</b>	<b>56,750</b>	<b>21,246</b>	<b>13,493</b>	<b>140,641</b>

**Building Homes and Communities Strategy (HRA sites)**

Homes & Communities Strategy	1,450	(1,182)	-	-	(1,182)	268	1,182	-	-	1,450
White City Estate Regeneration	2,200	(1,908)	2,702	-	794	2,994	1,908	-	-	4,902
Old Laundry Yard	1,171	(796)	-	-	(796)	375	796	-	-	1,171
Education City- HRA element	10,160	(924)	-	-	(924)	9,236	12,301	14,256	31,520	67,313
<b>Subtotal Building Homes and Communities Strategy (HRA sites)</b>	<b>14,981</b>	<b>(4,810)</b>	<b>2,702</b>	<b>-</b>	<b>(2,108)</b>	<b>12,873</b>	<b>16,187</b>	<b>14,256</b>	<b>31,520</b>	<b>74,836</b>

**Other HRA Capital Schemes**

Housing Development Project	695	-	422	-	422	1,117	56	-	-	1,173
Stanhope Joint Venture	1,680	-	-	-	-	1,680	9,888	13,745	5,483	30,796
Affordable Housing Delivery Framework	146	-	-	-	-	146	-	-	-	146
Property Acquisition for Affordable Housing	755	-	-	-	-	755	-	-	-	755
Hartopp & Lannoy	2,971	-	-	-	-	2,971	750	750	512	4,983
Nourish Project (Good Growth Fund)	29	-	394	-	394	423	-	-	-	423
<b>Subtotal Other HRA Capital Schemes</b>	<b>6,276</b>	<b>-</b>	<b>816</b>	<b>-</b>	<b>816</b>	<b>7,092</b>	<b>10,694</b>	<b>14,495</b>	<b>5,995</b>	<b>38,276</b>
<b>Total Expenditure</b>	<b>76,608</b>	<b>(11,702)</b>	<b>4,211</b>	<b>-</b>	<b>(7,491)</b>	<b>69,117</b>	<b>83,631</b>	<b>49,997</b>	<b>51,008</b>	<b>253,753</b>

Appendix 1 – Detailed capital budget, spend and variation analysis by department/cont.

**Economy Department- HRA Capital Programme**

**Current Year Programme**

**Indicative Future Years Analysis**

Analysis of Movements (Revised budget to Q1)						2022/23 Budget	2023/24 Budget	2024/25 Budget	Total Budget (All years)
2021/22 Revised Budget as @ 2020/21 Outturn	Slippages from/(to) future years	Additions/ (Reductions)	Transfers	Total Transfers/ Virements	Revised Budget 2021/22 (Q1)				
£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000

**Capital Financing Summary**

**Specific/External or Other Financing**

Contributions from leaseholders	5,380	-	(4,480)	-	(4,480)	900
Grants and Contributions from Private Developers (includes S106)	1,036	-	375	-	375	1,411
Capital Grants and Contributions from GLA Bodies	27	-	607	-	607	634
RtB GLA Ringfence	-	(586)	-	3,572	2,986	2,986
<b>Sub-total - Specific or Other Financing</b>	<b>6,443</b>	<b>(586)</b>	<b>(3,498)</b>	<b>3,572</b>	<b>(512)</b>	<b>5,931</b>

3,605	2,201	-	6,706
6,580	9,146	3,649	20,786
239	1,246	-	2,119
1,367	1,584	3,503	9,440
<b>11,791</b>	<b>14,177</b>	<b>7,152</b>	<b>39,051</b>

**Mainstream Financing (Internal Council Resource)**

Capital Receipts (HRA)	7,990	-	2,069	(3,760)	(1,691)	6,299
Major Repairs Reserve (MRR) / Major Repairs Allowance	16,245	-	-	-	-	16,245
Capital Receipts (GF)	1,432	-	-	-	-	1,432
<b>Sub-total - Mainstream Funding</b>	<b>25,667</b>	<b>-</b>	<b>2,069</b>	<b>(3,760)</b>	<b>(1,691)</b>	<b>23,976</b>

4,019	1,978	-	12,296
16,651	17,067	13,493	63,456
-	-	-	1,432
<b>20,670</b>	<b>19,045</b>	<b>13,493</b>	<b>77,184</b>

Borrowing(HRA)	44,357	(11,116)	5,640	188	(5,288)	39,069
Borrowing (GF)	141	-	-	-	-	141

51,170	16,775	30,363	137,377
-	-	-	141

**Total Capital Financing**

<b>76,608</b>	<b>(11,702)</b>	<b>4,211</b>	<b>-</b>	<b>(7,491)</b>	<b>69,117</b>
---------------	-----------------	--------------	----------	----------------	---------------

<b>83,631</b>	<b>49,997</b>	<b>51,008</b>	<b>253,753</b>
---------------	---------------	---------------	----------------

## Appendix 2 – Analysis of budget variations

Variation by department	Amount £000
<b>Adult Social Care</b>	
Social Care capital projects funded from Disabled Facilities Grant – additional budget allocation for adaptation works to reflect funding received in 2021/22	511
Disabled Facilities Grant – additional budget allocation for adaptation works to reflect funding received in 2021/22	985
<b>Total Adult Social Care variations</b>	<b>1,496</b>
<b>Finance Department</b>	
Invest to Save schemes under flexible use of capital receipts dispensation – reprofiling to future years due to project delays	(4,365)
Investment in Digital Infrastructure – additional budget of £0.914m for Corporate Digital Infrastructure to be funded from GF borrowing, reprofiled across 2021/22 and 2022/23	614
Investment in Digital Infrastructure – budget reallocation from Invest to Save schemes to finance Business Intelligence development works	80
<b>Total Finance Department variations</b>	<b>(3,671)</b>
<b>Children’s Services Department</b>	
Schools Organisational Strategy – budget reduction as works no longer required	(138)
SEN sufficiency – £1.5m additional budget funded from SEND grant, of which £1.3m reprofiled to future years	200
School Maintenance Programme – additional budget approved by Cabinet in September 2021	834
<b>Total Children’s Services Department variations</b>	<b>896</b>
<b>Environment Department</b>	
Transport for London (TfL) Schemes – additional budget to reflect external grant received	794
Safer Cycle Pathway (TFL/S278 funded) – additional budget approved via various delegated decision reports to reflect an increase in amount of external funding received	999
Hammersmith Bridge Stabilisation – additional budget required to complete current works	87
Other Highways Capital Schemes – additional budget approved via various delegated decision reports to reflect an increase in amount of external funding received	464
Counters Creek (Thames Water funded) – reduction in budget as scheme completed	(56)
Public CCTV – additional budget to reflect approved S106 funding	285
Capital Investment in Street Lighting – budget reprofiled to future years due to the project delays	(400)
Better Homes – additional budget to reflect external grant received	127
Containers (Recycling/Food) – additional budget to reflect LWARB funding received	23
<b>Total Environment Department variations</b>	<b>2,323</b>
<b>General Fund schemes under Economy Department</b>	
Acquisition of commercial units – budget adjustment to future years to reflect updated cash flow forecast	(10)
Civic Campus (Hammersmith Town Hall Refurbishment) – additional budget of £13.268m for the Civic Campus project to be funded from General Fund borrowing reprofiled to 2022/23	0
Community Schools Programme – additional budget required to fund required	81



<b>Variation by department</b>	<b>Amount £000</b>
RIBA 2 works	
Mund Street – budget reprofiled to future years due to project delays	(1,269)
Lillie Road Site – budget reprofiled to future years due to project delays	(436)
Sands End Community Centre – project completed in 2020/21, budget no longer required	(49)
Corporate Planned Maintenance Programme (CPMP) – budget adjustment to reflect 2021/22 CPMP capital programme approved by the Cabinet in April 2021	(671)
Education City - EdCity Office Ltd development financing for the construction of office building approved by July 2021 Cabinet and reprofiled to future years	0
<b>Total General Fund schemes under Economy Department variations</b>	<b>(2,354)</b>
<b>Economy Department (HRA) Schemes</b>	
Education City – budget reprofiled to future years due to delays in start on site	(924)
Asset Management and Compliance Programme – net budget movement as a result of £6.892m budget reprofiling to future years to reflect delays in programme of works on various sites/ schemes and additional budgets required for Safety Works (£0.105m) and Social Housing Decarbonisation Scheme (£0.588m)	(6,199)
White City Estate Regeneration – additional budget of £2.702m approved in July 2021 of which £1.908m reprofiled to future years due to delay in start of the scheme	794
Homes & Communities Strategy – budget reprofiled to future years due to delays	(1,182)
Old Laundry Yard – budget reprofiled to future years due to delays	(796)
Housing Development Project – additional funding for Spring Vale project approved by Cabinet in September 2021	422
Nourish Project (Good Growth Fund) – additional budget to reflect additional S106 and GLA funding received	394
<b>Total Economy Department (HRA) variations</b>	<b>(7,491)</b>
<b>Total 2021/22 Q1 variations</b>	<b>(8,801)</b>

### Appendix 3 – General Fund Capital Receipts Forecast

<b>General Fund Capital Receipts – 2021/22 and future years' forecast</b>	
	<b>£000</b>
Capital receipts brought forward from 2020/21	2,235
Forecast receipts for 2021/22	13,780
Less cost of sale	(551)
<b>Total capital receipts available for 2021/22</b>	<b>15,464</b>

## **Appendix 4 – VAT Partial Exemption**

### Partial exemption overview

In general, businesses cannot recover the VAT incurred on purchases made in connection with VAT exempt activities, for example, capital expenditure on properties which are let or leased are exempt from VAT. However, under Section 33 of the VAT Act 1994, local authorities are able to recover this VAT so long as it forms “an insignificant proportion” of the total VAT incurred (input tax) in any year, taken to be 5% or less. Crucially, the de minimis limit is not an allowance; if the 5% threshold is exceeded then all the exempt input tax is lost, not just the excess. A breach would likely cost the Council between £2-£3m per year whilst in breach.

### LBHF Partial Exemption

The Council's Partial Exemption position is currently being reviewed. When calculating the exempt input tax annually, the Council considers its revenue and capital activities separately. Revenue activities are more constant, their contribution to exempt input tax is projected to remain at £2m (the impact on the threshold being the VAT incurred on this amount, i.e. £0.4m). Exempt input tax relating to capital activities is more volatile and each project must be considered and judged individually. The Council has a number of capital projects, both in progress and in the pipeline, which could have significant partial exemption implications and finance officers are working closely with colleagues working on these projects to ensure that these risks are identified and mitigated where possible.

### VAT Policy

The following policy is in place to manage the partial exemption position:

- In all cases of new or reprofiled projects, the VAT team should be consulted in advance.
- Projects should be 'opted-to-tax' where this option is available and is of no financial disadvantage to the Council.

## Appendix 5 - Capital Financing Requirement (CFR) and Minimum Revenue Provision (MRP)

1. The Capital Finance Requirement (CFR) measures the Council's long-term indebtedness. The Table 1 below shows the Council's forecast total GF CFR for the period 2021/22-2024/25:

**Table 1 - Forecast General Fund CFR 2021/22-2024/25 (Quarter 1)**

<b>GENERAL FUND CFR ANALYSIS</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>
<b>HEADLINE CFR EXCLUDING SELF FINANCING SCHEMES AND LOANS</b>	<b>£m</b>	<b>£m</b>	<b>£m</b>	<b>£m</b>	<b>£m</b>
<b>Opening Capital Finance Requirement (CFR)</b>	<b>114.08</b>	<b>122.16</b>	<b>140.31</b>	<b>166.37</b>	<b>168.51</b>
Revenue Repayment of Debt (MRP)	(1.36)	(1.36)	(1.65)	(2.64)	(2.72)
Mainstream Programme (Surplus)/Shortfall	9.44	19.51	27.71	4.78	4.78
<b>Closing Capital Finance Requirement (CFR)</b>	<b>122.16</b>	<b>140.31</b>	<b>166.37</b>	<b>168.51</b>	<b>170.56</b>
<b>SELF FINANCING SCHEMES AND LOANS</b>	<b>£m</b>	<b>£m</b>	<b>£m</b>	<b>£m</b>	<b>£m</b>
<b>Opening Capital Finance</b>	<b>11.84</b>	<b>21.51</b>	<b>45.70</b>	<b>92.66</b>	<b>105.66</b>
Equity loan repayment	-	-	-	(25.95)	-
Revenue Repayment of Debt (MRP)	(1.42)	(0.18)	(0.17)	(1.42)	(2.19)
In Year Borrowing	11.08	24.37	47.14	40.37	5.00
<b>Closing Capital Finance</b>	<b>21.51</b>	<b>45.70</b>	<b>92.66</b>	<b>105.66</b>	<b>108.47</b>
Finance leases/PFI/ Deferred costs of	8.91	7.79	7.09	6.39	5.69
<b>Total Closing GF CFR</b>	<b>152.57</b>	<b>193.80</b>	<b>266.12</b>	<b>280.56</b>	<b>284.72</b>

1. The current forecast for the General Fund (GF) Headline CFR is £140.3m at the end of 2021/22 and £170.6m by the end of 2023/24. The increase in GF Headline CFR puts additional pressures on revenue budgets.
2. The Headline CFR figures exclude:
  - £4.4m Schools Windows Replacement Programme
  - £32m equity loan to the Civic Campus programme
  - £63m investment in acquisition of Civic Campus commercial units
  - £39m development financing to EdCity Office Ltd

Whilst these will have an impact on the Council's CFR, it is assumed that all Minimum Revenue Payment (MRP) and interest costs will be fully reimbursed through grant contributions, the charging of a state-aid compliant interest rate, the loan repayment, commercial income or reduction in revenue costs (e.g. lease rental payments).

2. CFR movements related to these schemes are presented under "Self-Financing Schemes and Loans" heading in the Table 1. CFR for these schemes is forecast to increase by £24.19m to £45.7m in 2021/22 and to £108.47m by the end of 2024/25. Table 2 details the CFR movements regarding these schemes:

**Table 2 - Self-financing schemes and loans CFR movements 2021/22-2024/25**

	2021/22 Revised Budget	Variations (Q1)	Revised Budget 2021/22 (Q1)	Indicative Budget 2022/23	Indicative Budget 2023/24	Indicative Budget 2024/25	Total Budget (All years)
	£'000	£'000	£'000	£'000	£'000	£'000	£'000
<b>Approved Expenditure</b>							
<i>Ad Hoc Schemes:</i>							
Education City -ARK loan	-	-	-	22,000	12,000	5,000	<b>39,000</b>
Acquisition of commercial units (Civic Campus)	10,714	(10)	10,704	16,738	28,365	-	<b>55,807</b>
Equity Loan (Civic Campus) [ECD]	13,663	-	13,663	8,400	-	-	<b>22,063</b>
<b>Total Mainstream Programmes</b>	<b>24,377</b>	<b>(10)</b>	<b>24,367</b>	<b>47,138</b>	<b>40,365</b>	<b>5,000</b>	<b>116,870</b>
<b>Financing</b>							
Increase/(Decrease) in Borrowing	24,377	(10)	24,367	47,138	40,365	5,000	<b>116,870</b>
<b>Total Financing</b>	<b>24,377</b>	<b>(10)</b>	<b>24,367</b>	<b>47,138</b>	<b>40,365</b>	<b>5,000</b>	<b>116,870</b>

3. Minimum Revenue Provision (MRP) is the minimum amount which a Council must charge to its revenue budget each year, to set aside a provision for repaying external borrowing (loans). This is an annual revenue expense in a Council's budget. The MRP will, over time, reduce the CFR.
  
4. The statutory guidance issued by the Secretary of State (Ministry for Housing, Communities and Local Government) details the ways how MRP should be charged on various items of capital expenditure. MRP charges presented in the Table 1 follow this guidance and assume the following:
  - MRP charges are deferred for development projects until year after their completion. The rate charged is based on the estimated life of an asset (50 years for new developments).
  - MRP on rolling capital programmes and smaller scale ad hoc schemes is charged year after the expenditure incurs. The rate used is based on weighted average life of an assets (currently 3.34%).

**Appendix 6 – HRA Asset Management and Compliance Programme – proposed budget virements from the 2024-25 unallocated budget envelop**

<b>Scheme/Project</b>	<b>Amount £'000</b>	<b>Proposed work description</b>
Unallocated budget 2024-25	(7,303)	
10+ Storey and High Risk Fire Doors	800	Removal of asbestos identified across multiple during upgrade of fire doors and associated works
Automated Fire Detection	2,450	Upgrade of fire detector heads across H&F stock as part of the Electrical Condition Inspection Report (ECIR) programme
Compartmentation & Firestopping	4,105	Unforeseen works at Drake & Shackleton and Cheeseman Estates
Jepson House fire safety works	184	Wet risers not scoped within the original budget.
Sheltered Housing fire door scheme	(466)	Forecast underspend on the scheme
Caretakers mess refurbishment	200	Work to refurbish 22 mess rooms which do not meet the standard required under the Health and Safety Executive Directive for Workplace Facilities
Controlled Access scheme	30	Access security work at 24-26 Matheson Road
<b>Control Total</b>	<b>-</b>	



## London Borough of Hammersmith & Fulham

**Report to:** Cabinet

**Date:** 11/10/2021

**Subject:** Planning Obligations Draw Down Report 2020/21

**Report of:** Councillor Andrew Jones, Cabinet Member for the Economy

**Report author:** Joanne Woodward, Chief Planning Officer

**Responsible Director:** Jonathan Pickstone, Strategic Director for the Economy

---

### Summary

The Council secures contributions from new developments to address the needs that arise for social and physical infrastructure, including for affordable housing, and to mitigate impacts.

This report sets out the projects and services that were funded (in part or full), in the financial year from 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021, from monies received through Section 106 (s.106) agreements or the Borough Community Infrastructure Levy (CIL). In accordance with the Council's Financial Regulations, it seeks formal Cabinet approval to the drawdown of these funds for the projects delivered in 2020/21.

The spending program for 2020/21 reflects the terms of the relevant s.106 agreements or CIL regulations and supports delivery of the Council's priorities set out in the corporate Business Plan, Industrial Strategy and adopted Local Plan.

---

### Recommendations

That Cabinet approves the 2020/21 drawdown of Section 106 and Community Infrastructure Levy monies as set out in this report and in the 2020/21 Drawdown Report attached at **Appendix A**, to fund expenditure of **£15,508,265** including **£376,432** of s.106 and CIL monitoring and administration costs.

---

**Wards Affected:** All

---

**H&F Priorities**

This table sets out the Council’s priorities and how the drawdown of planning contributions aligns with those priorities.

Our Priorities	Summary of how this report aligns to the H&F Priorities
Building shared prosperity	Ensuring funding from new development supports and benefits existing communities and residents
Creating a compassionate council	S.106 funding is used to provide new community facilities and services that bring the community together and meet local needs
Being ruthlessly financially efficient	The use of s.106 and CIL ensures new development within the Borough contributes fairly to the provision of new facilities and the enhancement of existing assets.
Taking pride in H&F	S.106 funds many of the projects to improve parks and town centres so that residents continue to enjoy and make the most of these borough assets

### Financial Impact

The report confirms the drawdown of **£15,508,264.77** of s.106 and Borough CIL contributions to cover relevant and eligible expenditure incurred during the financial year 2020/21, including monitoring costs. These drawdowns are against balances of funds received by developers and held by the Council.

The monitoring costs of **£376,432** (included in the figure above) is funded from interest earned on s.106 agreements (£194,862) and from the administration component of the Borough Community Infrastructure Levy (£181,570).

### Legal Implications

Regulation 122 of the CIL Regulations and Paragraph 57 of the National Planning Policy Framework (“NPPF”) require planning obligations to be:

- Necessary to make the development acceptable in planning terms;
- Directly related to the development; and
- Fairly and reasonably related in scale and kind to the development.

Section 106(1)(d) allows the Local Authority to require sums on a specified date or dates periodically to be paid to the Authority as an obligation in the Section 106 agreement.

Section 216 (2) of the Planning Act 2008 and regulation 59 of the CIL Regulations (as amended by the 2012 and 2013 Regulations), set out that the levy can be used to fund a wide range of infrastructure, including transport, flood defences, schools,

hospitals, open spaces, sporting and recreational facilities and other health and social care facilities. This definition allows the levy to be used to fund a very broad range of facilities summarised in this report and set out in detail in the 2020/21 Drawdown Report attached at Appendix A.

Section 1 of the Localism Act 2011 grants Councils a General Power of Competence whereby a Local Authority has power to do anything that individuals generally may do, including the use of funds received from planning obligations to address the impact of developments carried out in the borough.

The costs of delivering the projects as identified in this report are to be secured by the s.106 agreements listed in the 2020/21 Drawdown Report attached at Appendix A. Financial contributions secured under s.106 agreements are to be used for the purposes intended under the terms of the s.106 agreement. Legal services have checked the s.106 agreements listed and are satisfied that the s.106 contributions can be used for the proposed purposes as identified.

**Contact Officer(s):**

Name: Matthew Paterson  
Position: Head of Spatial Planning  
Telephone: 0777 6672 447  
Email: [matt.patterson@lbhf.gov.uk](mailto:matt.patterson@lbhf.gov.uk)

Name: Poonam Rajput  
Position: Senior Solicitor  
Telephone: 07901 857 689  
Email: [poonam.rajput@lbhf.gov.uk](mailto:poonam.rajput@lbhf.gov.uk)

Name: Daniel Rochford  
Position: Head of Finance  
Telephone: 020 8753 4023 / 07917 053851  
Email: [Danny.Rochford@lbhf.gov.uk](mailto:Danny.Rochford@lbhf.gov.uk)  
Verified by Emily Hill, Director of Finance

---

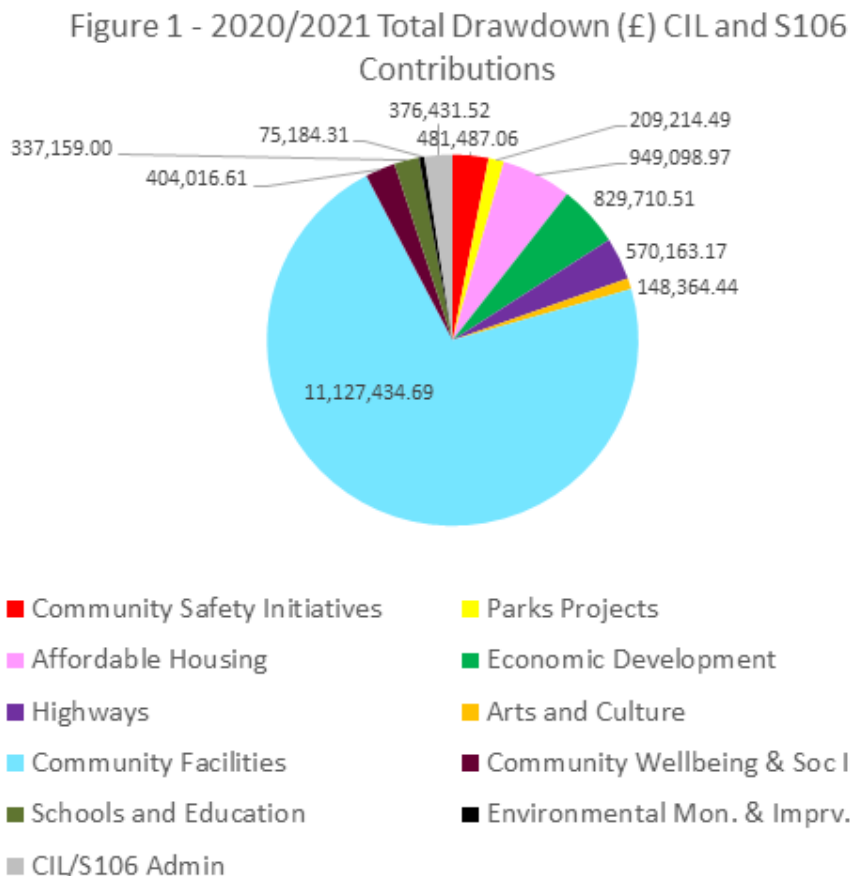
**Background Papers Used in Preparing This Report**

None

**SUMMARY OF THE 2020/21 DRAWDOWN**

1. All drawdown requests set out in this report have been assessed by the s.106/CIL Board of senior officers and the Strategic Leadership Team to ensure they meet the identified purpose within the s106 agreement and the tests within the legislation. SLT then made recommendations for spend to the S106/CIL Member Board, ensuring all projects support the delivery of the Council's Local Plan, Business Plan 2018-2022 objectives and the Industrial Strategy.

- Figure 1 below provides a summary of the projects, by category, that are to be funded from s.106 or CIL within the financial year 2020/21. A total of **£15,508,264.77** is proposed to be drawn down, with investment in community facilities accounting for the majority of spend. This is because the Civic Campus redevelopment falls within this category and is being funded, in part, using strategic CIL receipts.



- Excluding the 2020/21 costs towards the Civic Campus redevelopment, investment in community facilities was still the largest area of spend, with a further £2.2m being spent on the delivery of the new Sands End Community and Arts Centre, the provision of the Nourish Hub at White City, and to the last phase of the refurbishment works to Shepherds Bush Library.
- With respect to the other categories, the order of investment broadly reflects the Council’s priorities to deliver affordable homes; secure local job opportunities arising from the Borough’s growth; promote sustainable travel; secure safer neighbourhoods and inclusive communities; and to invest in education, our open spaces, and engagement in the arts.
- Further details on the individual projects delivered, the relevant s.106 agreements or CIL being relied upon, and the drawdown amounts, are set out in the 2020/21 Drawdown Report attached at **Appendix A**. The reason for providing the report as a separate appendix is to enable the annual drawdown

reports to be published on a dedicated page on the Council's website. It is hoped that this will make it easier for residents to access and better highlight the significant improvements being delivered across the Borough using developer contributions.

6. Cabinet approval of the 2020/21 drawdown of s.106 and CIL funds is now sought.

### **Reasons for Decision**

7. Planning obligations are used to secure benefits capable of mitigating the adverse impacts of a development. Planning obligations can take the form of legal agreements, known as Section 106 Agreements (s.106), made under the Town and Country Planning Act 1990 (as amended), and as a Community Infrastructure Levy (CIL), that is charged on the net additional floorspace created by certain types of new development within the Borough.
8. Funds received pursuant to s.106 agreements must be used for the purposes specified in those agreements or, where there is flexibility within the terms of the agreement, for purposes that comply with the following tests:
  - Necessary to make the development acceptable in planning terms;
  - Directly related to the development; and
  - Fairly and reasonably related in scale and kind to the development.
9. With respect to the borough CIL receipts, 5% is retained to cover administration costs, 15% is to be spent on projects in agreement with the community, and the remainder is to be put towards infrastructure needed to support development in the Borough together with its operation, maintenance and repair.
10. This report seeks approval for the 2020/21 spend of monies received from S106 obligations and CIL for the purposes summarised in this report and set out in detail in the 2020/21 Drawdown Report attached.

### **Equality Implications**

11. It is not anticipated that the approval of the drawdown of Section 106 and CIL monies (as set out in the Recommendations) will impact negatively on protected groups under the Equality Act 2010.

*Implications completed by: Joanne Woodward, Chief Planning Officer, tel. 07717 717553*

### **Risk Management Implications**

12. The drawdown of section 106 and CIL allocation to projects is aligned with LBHF values and objectives. Existing project management procedures and processes are designed to ensure capture, monitor and mitigate the risks.

*Implications reviewed by: Ray Chitty, Head of Insurance, Telephone 07739315565*

### **Procurement Implications**

13. There are no direct procurement implications resulting from this paper.
14. If the drawdown of Section 106 and Community Infrastructure Levy monies as set out in this report are used to procure any goods or services from third-party suppliers, then these suppliers shall be procured in accordance with the Council's Contract Standing Orders (CSOs).

*Implications completed by: Dominic D'Souza, Commercial Manager, 07769197655*

### **Consultation**

15. Planning obligations are secured on developments granted in the Borough. The consenting process is subject to public consultation. It is through this process that stakeholders can raise concerns regarding the potential impacts of a proposal and to seek appropriate mitigation measures to be secured in the s.106 agreement. The projects to be funded align with the purpose specified in the individual s.106 agreement as being necessary to make the development acceptable and to mitigate its impact.

### **List of Appendices:**

Appendix A: The 2020/21 Drawdown Report



Appendix A:



# **The Section 106 & Community Infrastructure Levy Drawdown Report for 2020/21**

## FOREWORD

*“It gives me great pleasure to introduce the first of the annual drawdown reports being presented in this new format. It provides the opportunity for us to highlight the fantastic projects and services being delivered across the borough by the Council using money secured from new developments.*

*Over the past seven years we have negotiated hard with developers to ensure they contributed properly to the areas being developed.*

*The new community facilities and amenities; the improvements to our parks and streets; and the investment in community safety benefit both new and existing residents and businesses and help maintain the qualities that make Hammersmith and Fulham a special and desirable place to live, work and visit.*

*I am particularly proud of the funding being used to secure further affordable homes, local job opportunities, quality education, and the initiatives to address food poverty and social inclusion. Such investment ensures that all our residents, including our youth and those on low incomes, can share in the borough’s prosperity and can continue to make a significant contribution to its future.*

*Finally, while such investment enables us to rejuvenate areas that have become tired and to replace aging infrastructure, we are not seeking to replace these on a like for like basis. Rather, we are using this opportunity to upgrade the sustainability performance of our assets, ensuring these are resilient to and help address the impacts of climate change and deliver improvements to the health of our environment and its residents.*

*Looking to future years, we are encouraging the services across the Council to develop longer-term programmes for the use of s.106 funds. This will provide greater certainty around the priorities for investment, accelerate the delivery of improvements, and allow us to consider larger, more ambitious projects.”*



**Cllr Andrew Jones**  
**Cabinet Member for the Economy**

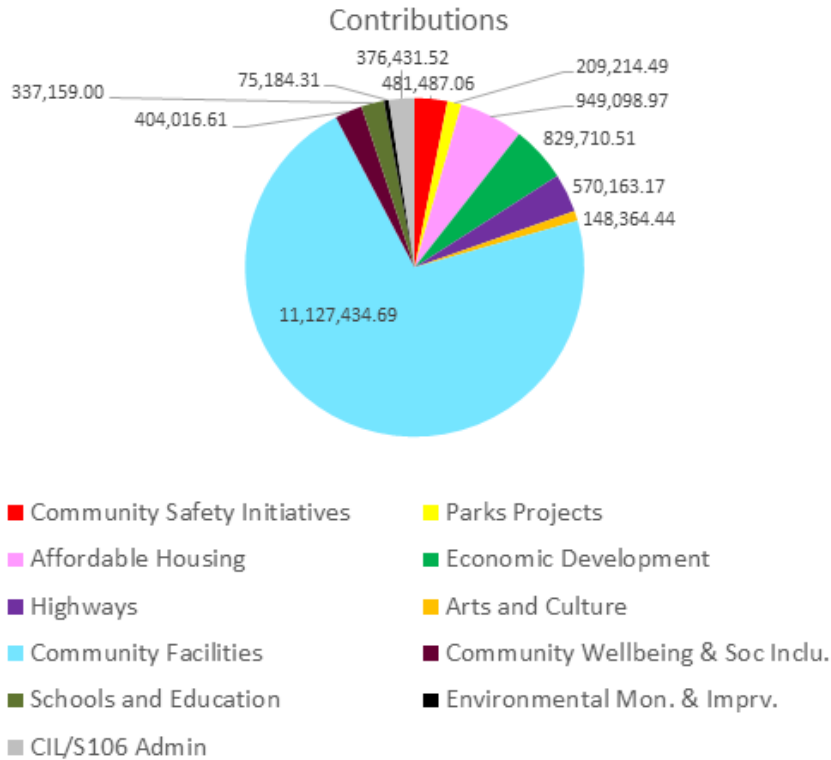
## INTRODUCTION

1. Section 106 (s.106) and Community Infrastructure Levy (CIL) (collectively referred to as 'planning obligations') income is used to help fund the provision of infrastructure to support development and maximise the benefits and opportunities that come with growth, such as employment opportunities and new affordable homes. Planning obligations are also important in securing the mitigation of a proposed development's impacts and ensuring that planning policy requirements are met.
2. Each year the Council delivers a range of projects intended to discharge the obligations in the individual s.106 agreements. Following the initial allocation of s.106 to the projects, once the works or services are delivered, the expenditure is subject to an end-of-year drawdown process, where planning and legal officers ensure the specific project or services delivered met the terms of the relevant s.106 agreement from which the funds are being drawn.
3. This report covers the drawdown for the financial period 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021. It sets out the projects and services on which s.106 and CIL funds were spent, the amounts, and the relevant s.106 agreements from which the funds are being drawn.

## SUMMARY OF THE 2020/21 DRAWDOWN

4. Figure 1 (overleaf) provides a summary of the projects, by category, being funded from s.106 or CIL within the financial year 2020/21. A total of **£15,508,264.77** was drawn down, with investment in community facilities accounting for the majority of spend. This is because the Civic Campus redevelopment falls within this category and is being funded, in part, using strategic CIL receipts.
5. Excluding the 2020/21 costs towards the Civic Campus redevelopment, investment in community facilities was still the largest area of spend, with a further £2.2m being put to refurbishments of the Shepherds Bush Library, the delivery of the new Sands End Community and Arts Centre, and the provision of the Nourish Hub at White City.
6. With respect to the other categories, the order of investment broadly reflects the Council's priorities to deliver affordable homes; secure local job opportunities arising from the Borough's growth; promote sustainable travel; secure safer neighbourhoods and inclusive communities; and to invest in education, our open spaces, and engagement in the arts.
7. Further details on the individual projects delivered, the relevant s.106 agreements or CIL being relied upon, and the drawdown amounts, are set out in the following sections of this report.

Figure 1 - 2020/2021 Total Drawdown (£) CIL and S106



## COMMUNITY FACILITIES

8. A total of £11.1m of planning contributions to be drawn down for community facilities. This includes £9.7m from strategic CIL towards the new Civic Campus and a further £192k to assess potential options for the future of the Linford Christie Outdoor Sports Stadium.
9. With respect to s.106 receipts secured for the provision of new and enhanced community facilities, this has helped fund the final phase of improvements delivered at Shepherds Bush Library (£4,758), the new Sands End Arts and Community Centre (£435,000) provided within South Park, and the Nourish Hub (£568,426) being delivered in White City.
10. The various planning agreements being relied upon, and the amounts to be drawn down from each, are set out in Table 1 below:

Table No. 1	Community Facilities	
S106/AKA Ref	Site	Amount (£)
722	Chelsea Creek	£435,000.00
867	M&S White City	£4,575.82
908	Gateway Site, White City Place	£209,451.08
827/844/851	Former BBC TV Centre	£568,425.50
CIL	Strategic CIL	£9,909,982.29
<b>TOTAL</b>		<b>£11,127,434.69</b>



*Figure 2: Image of the refurbished Town Hall and new Civic Square*



*Figure 3: Completed new Sands End Arts and Community Centre*





Figure 4: The interior of Shepherds Bush Library showing the redecorated interior and refurbished equipment



Figure 5: Exterior of the new Nourish Hub in White City

## AFFORDABLE HOUSING PROVISION

11. A total of £949,099 is to be drawn down for affordable housing provision as shown in Table 2. The affordable housing projects being delivered include Spring Vale, Mund Street and Farm Lane. These new developments are due to complete by 2022 and will provide genuinely affordable housing that will help to alleviate housing shortages and ensures residents that cannot afford to buy or rent privately have the chance to stay in the Borough.

<b>Table No 2</b>	<b>Affordable Housing</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
310	Watson House	£72,388.08
775	Palace Wharf, Rainville Road	£340,000.00
776	King's Mall Car Park, Glenthorne Road	£100,450.64
777	Chelsea Island	£299,876.88
867	M&S White City	£119,419.83
877	Nomis Studios, 45-53 Sinclair Road	£16,963.54
<b>TOTAL</b>		<b>£949,098.97</b>





*Figure 6: Rendered image of what the Farm Lane development will look like*



*Figure 7: Ariel rendered image what the Mund Street development will look like*

## ECONOMIC DEVELOPMENT, TRAINING & SKILLS

12. A total of £829,711 was spent on the Economic Development Team's work in maximising job opportunities for local people, such as employment, training, apprenticeships, outreach and maximising tender opportunities for Local Businesses and local supply chain activities. This funding is being drawn from the developments in Table 3 below.

<b>Table No. 3</b>		
<b>Economic Development, Training &amp; Skills</b>		
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
776	Kings Mall Car Park	£74,390.25
777	Chelsea Island	£163,748.66
823	Edison Court and Tesla Court	£83,984.95
830	271-281 Kings Street	£87,891.77
862	Bechtel House, 245 Hammersmith Road	£2,033.26
877	Nomis Studios, 45-53 Sinclair Road	£98,036.24
897	80 Woodlands Road	£13,360.49
919	Lavender Court 168-178 Westway	£19,985.72
927	Fulham Gasworks, Imperial Road	£12,991.58
929	Land Bounded by Fulham Gasworks and Railway Line (Chelsea Creek), Imperial Road London SW6	£198,332.00
941	Former Cyclotron Building	£74,955.59
<b>TOTAL</b>		<b>£829,710.51</b>

13. H&F's economic development activity in 2020/21 focussed on the immediate challenges faced by residents and businesses, providing early intervention for residents whose jobs and prospects have been impacted by the pandemic and supporting businesses to access grants, rate relief and later in the year to become COVID safe as lockdowns began to ease.

<b>Table No. 4</b>	<b>Number of Beneficiaries</b>
Residents engaged and provided employment support	440
Employment starts	143
Apprenticeship starts	42
Work Experience outcomes	192
Training outcomes	78
Businesses supported to access grants and rate reliefs	Over 400
Businesses supported to be COVID safe	Over 150
Digital Upskilling for businesses	Over 150
Business supported to extend their trading space outdoors	120

Residents aged over 50 supported to start their own business	30
Businesses signed up to increase trading sales on-line	703
1-2-1 Business advice sessions with a professional advisor	140

## COMMUNITY SAFETY INITIATIVES

14. A total of £481,487 was put towards community safety initiatives such as the maintenance of the borough's CCTV network and the work of the Gang, Violence and Exploitation Unit, which provides community support to address gang-related activity, criminal exploitation (including knife crime and drug dealing), and sexual exploitation.

<b>Table No. 5</b>	<b>S106 - Community Safety Initiatives</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
413	West 12 – Concord Centre	£11,062.98
722	Chelsea Creek	£46,666.66
776	Kings Mall Car Park	£146,406.35
784	282 – 292 Goldhawk Road	£1,443.69
861	London House, 100 New Kings Road	£47,707.35
908	Gateway Site, White City Place, 201 Wood Lane	£158,975.40
929	Land Bounded by Fulham Gasworks and Railway Line (Chelsea Creek)	£69,224.63
<b>TOTAL</b>		<b>£481,487.06</b>

## LOCAL PARKS AND OPEN SPACES

15. A total of £209,214 was invested in 16 local parks across the Borough (see Figure 8 below for a map of the parks invested in). This was for much needed improvements to park facilities and environments, aimed at enhancing user enjoyment and increasing park capacities and biodiversity. The funds are drawn from the s.106 agreements listed in Table 6 below, with funds being spent on local parks within proximity to each of the developments.

<b>Table No. 6</b>	<b>Parks Projects</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
296 (629 & 630)	Westfield	£1,111.42
468	Empress State Building	£15,133.62
503	West 12 Shopping Centre	£12,439.80
712	Janet Adegoke Leisure Centre	£238.04
716	Fulham Reach	£35,158.10
725	Ashlar Court, Ravenscourt Gardens	£48,694.35
752	174 Hammersmith Road	£3,349.24
758/887	Site at Junction of Western Avenue and Old Oak	£82.96



	Road	
776	Kings Mall Car Park, Glenthorne Road and 45 Beadon Road	£81,731.76
777	Land bounded by Harbour Avenue and Lots Road AKA Chelsea Island	£7,353.68
926	Fulham Football Club, Stevenage Road	£3,921.52
<b>TOTAL</b>		<b>£209,214.49</b>

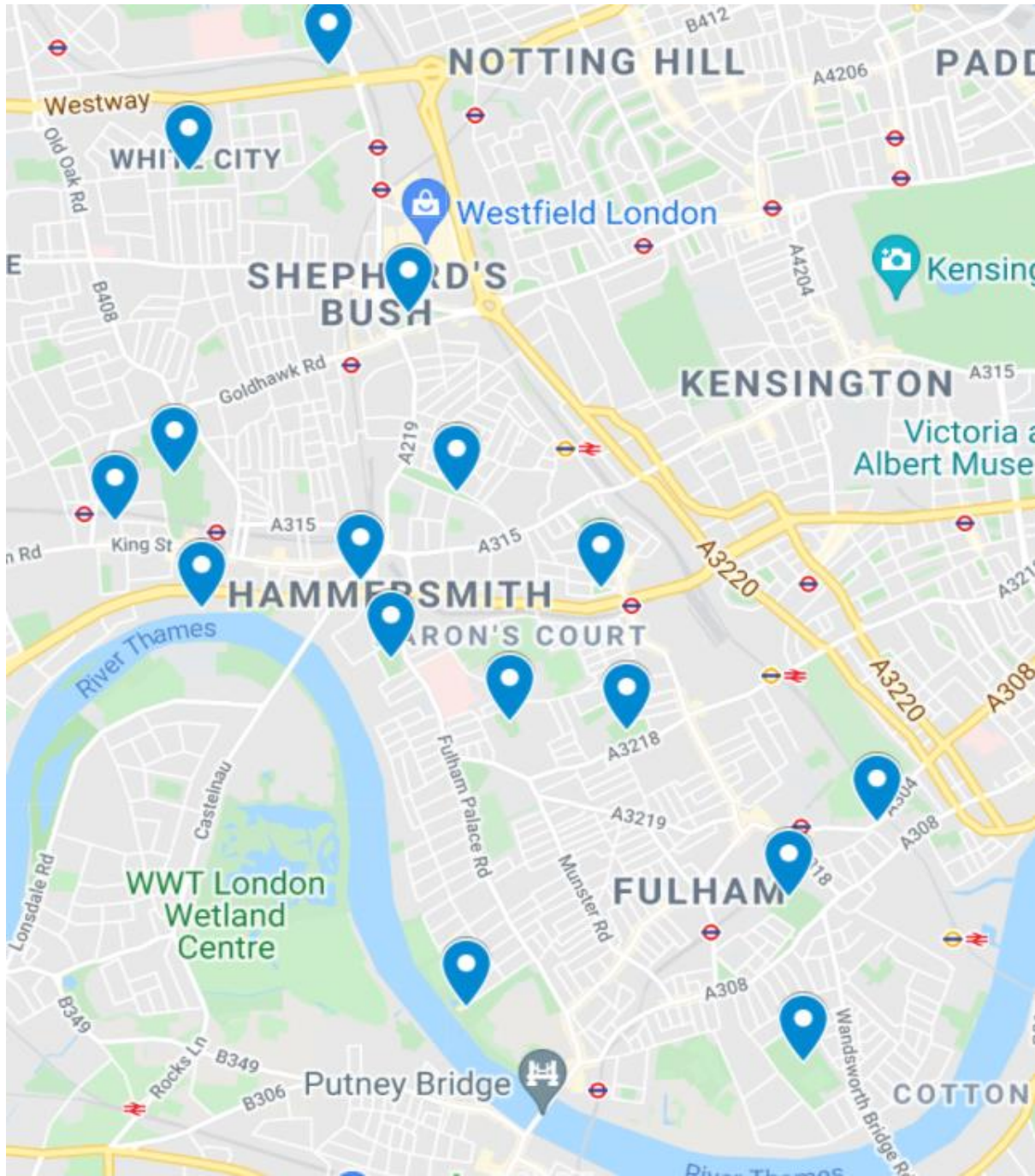


Figure 8: Map showing the Parks across Hammersmith and Fulham benefiting from s.106 money to fund improvements

## TRANSPORT & PUBLIC REALM IMPROVEMENTS

16. A total of £570,163 was invested towards highway projects in the borough directly required because of developments taking place. This is being funded from:

<b>Table No. 7</b>	<b>Highways – Transport and Public Realm</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
657	Gate G	£1,053.74
721	1-51 Townmead Road	£140,558.33
723	26 Sullivan Road and 92-116, Carnwath Road	£4,634.67
843	Thames Tideway	£152,176.54
864	Mackenzie Trench House	£1,110.80
898	214 to 218 Shepherd`s Bush Road, 220 and 222 Shepherd`s Bush Road and 226 Shepherd`s Bush Road (Hammersmith Police Station)	£183,099.80
941	Wood Lane Hub Feasibility Study	£12,177.29
945	Fulham Police Station	£75,352.00
<b>TOTAL</b>		<b>£570,163.17</b>

## ARTS AND CULTURE PROVISION

17. £148,364 was spent on Arts and Culture Development in the borough, including contributions towards implementation of actions contained in the Arts Strategy for Hammersmith and Fulham, supporting an Arts Development Officer, funding for Sands Lane Arts and Community Centre and a contribution to help fund delivery of Koestler House in Du Cane Road, which provides arts provision in the rehabilitation of offenders at Wormwood Scrubs Prison. All of the investment in arts and culture is being funded from the contribution secured from the current redevelopment of the Olympia Exhibition Centre.

<b>Table No. 8</b>	<b>Arts and Culture</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
943	Olympia Exhibition Centre, Hammersmith Road	£148,364.44
<b>TOTAL</b>		<b>£148,364.44</b>

## COMMUNITY WELLBEING & SOCIAL INCLUSION PROJECTS

18. A total of £404,016 was spent towards community wellbeing and social inclusion projects to address the increased needs generated by population growth and change in the borough, including tackling domestic violence unit, food poverty initiatives and a Crisis Navigator scheme to assist rough sleepers.

<b>Table No. 9</b>	<b>Community Wellbeing and Social Inclusion</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
733	1-20 Seagrave Road	£45,789.77
927	Fulham Gasworks, Imperial Road	£347,056.84

943	Olympia Exhibition Centre, Hammersmith Road	£11,170.00
<b>TOTAL</b>		<b>£404,016.61</b>

## SCHOOLS & EDUCATION

19. £337,159 was invested in schools and education initiatives, including climate education and targeted early intervention by link workers based in our schools. Funding for these school initiatives is being funded from the following developments:

<b>Table No. 10</b>	<b>Schools/Education</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
777	Land Bounded by Harbour Avenue and Lots Road	£29,474.00
784	282 – 292 Goldhawk Road	£7,685.00
843	Thames Tideway	£300,000.00
<b>TOTAL</b>		<b>£337,159.00</b>

## ENVIRONMENTAL ENHANCEMENT & MONITORING

20. £75,184 was spend on addressing waste disposal / environmental protection and on-site monitoring of air quality, land contamination and environmental health. This was funded from the following developments:

<b>Table No. 11</b>	<b>Environmental Improvement and Monitoring</b>	
<b>S106/AKA Ref</b>	<b>Site</b>	<b>Amount (£)</b>
706	120 Broughton Road	£10,067.67
733	1-20 Seagrave Road and Others	£3,550.15
795	Earl's Court 2, Lillie Bridge Road	£1,566.49
843	Thames Tideway	£60,000
<b>TOTAL</b>		<b>£75,184.31</b>

## NEIGHBOURHOOD CIL

21. The Neighbourhood component of CIL (15% of CIL receipts) is to be spent on community-led projects in the area in which the CIL receipt is raised. Community-led projects are not restricted to just physical infrastructure. It can be used for any purpose provided it is concerned with addressing the demands that development places on the area. For example, the money could be used to fund community events, social services and even affordable housing.
22. The current process for putting forward and agreeing community-led projects in Hammersmith and Fulham is via the crowd funding platform run on Council's behalf by [Spacehive](#). This allows community groups and individuals to put forward projects and to seek support from the community for these through raising the additional funds. Depending on the size of the project, up to £20k



in neighbourhood CIL can be pledged to an individual project. This typically represents a third of the overall project cost. If the project manages to raise the remaining balance, it clearly has community support and agreement. Table 12 shows some of the fantastic projects recently funded delivered.

<b>Table No. 12: A Sample of Neighbourhood CIL Funded Projects</b>				
<b>Project</b>	<b>Description</b>	<b>Total Raised</b>	<b>No. of Financial Backers</b>	<b>H&amp;F CIL</b>
<a href="#"><u>Ravenscourt Park Community Glasshouses (spacehive.com)</u></a>	New glasshouses to be provided to offer a range of activities from school visits, volunteer gardening sessions for people including refugees and those with health and learning difficulties. A large central space that can be used for meetings, concerts & workshops.	£112,185	219	£20,000
<a href="#"><u>The Sands End Social Shack (spacehive.com)</u></a>	Build a new cabin with 2 separate areas for 3-7 yrs & 8-13 yrs.	£38,300	142	£10,000
<a href="#"><u>Living Space-Community on Parsons Green (spacehive.com)</u></a>	Living Space to renovate and enhance St Dionis, the church on Parsons Green, to create more accessible community space within. Want support specifically around the new kitchen pod.	£81,488	81	£10,000
<a href="#"><u>Make the Masbro Centre run on Sunshine! (spacehive.com)</u></a>	The Urban Partnership Group want to install 64 solar panels to the roof of the Masbro Community Centre, to generate its own electricity and use the funds saved for much needed community projects.	£45,569	180	£20,000
<a href="#"><u>Make Ray's Playhouse Shine Again! (spacehive.com)</u></a>	Ray's Playhouse, est.2011, is part of 50 years of community pre-school play. Generations of children played & thrived inside & out of the building but it is in dire need of renovation to keep it open.	£54,792	137	£5,000

## **S.106 & CIL MONITORING AND MANAGEMENT COSTS**

23. £376,431 was spent in 2020/21 by the Council in administering, monitoring and managing s.106 and CIL contributions. Funds are specifically secured within s.106 agreements and through CIL (5% of the Borough CIL) to cover this expense to the Council. The split for 2020/21 was drawn £181,570 from the CIL admin and £194,861 from s.106 admin.

## LONDON BOROUGH OF HAMMERSMITH & FULHAM

<b>Report to:</b>	Cabinet
<b>Date:</b>	11/10/2021
<b>Subject:</b>	Procurement strategy for the provision of the agency, interim and temporary workers contract
<b>Report of:</b>	Councillor Adam Connell, Cabinet Member for Public Services Reform
<b>Report author:</b>	Lucy Robinson, Strategic Resourcing Lead
<b>Responsible Director:</b>	Rhian Davies, Director of Resources

---

### Summary

Following an assessment of the Council's future requirements, this report sets out the rationale for the proposed procurement strategy for the recruitment of agency staff. The proposed procurement strategy will ensure Hammersmith & Fulham (H&F) can continue to deliver high quality agency and interim workers by taking a cost-effective approach to agency staff recruitment which aligns with the Council's priorities.

The Council's current contract for the provision of agency workers with Pertemps expires on 30th June 2022.

---

### Recommendations

1. To note that Appendix 2 is not for publication on the basis that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) as set out in paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).
  2. To approve the procurement strategy of procuring a contract for recruitment agency staff services via call-off through a mini-competition from the Eastern Shires Purchasing Organisations (ESPO) MSTAR3 framework agreement, Lot 1a Neutral Vendor. The proposed contract will be let for 2 years starting 1 July 2022 with an option to extend for up to 2 years (1+1), for a total value of £80m over 4 years.
-

**Wards Affected: All**

<b>Our Values</b>	<b>Summary of how this report aligns to the H&amp;F Values</b>
Building shared prosperity	Working with local SMEs, local jobs for local people, supporting returners to work, youth unemployment and supporting the Council's vision.
Creating a compassionate council	All suppliers will be required to align with the Council's objectives and policies. All recruitment will be based on equal, fair treatment to all candidates.
Doing things with local residents, not to them	All agency staff workers recruited by the winning bidder will participate in co-production activities (if applicable) and will have the residents at the core of their decision-making.
Being ruthlessly financially efficient	On the back of our recent successes in reducing agency spend to continue to focus on further reductions and efficiencies which underpin the Council's current agency reduction programme.
Taking pride in H&F	All agency staff workers recruited by the winning bidder will take part in delivering the Council's vision.
Rising to the challenge of the climate and ecological emergency	All bidders under the framework will be required to demonstrate how they can support H&F in rising to the challenge of the climate and ecological emergency. Providers will be required to prove what actions they are taking to reduce their carbon emissions, how they would promote local employment to reduce the carbon emission generated by transportation and how they can assure the staff they recommend to H&F will use a sustainable transportation method. The provider will also be required to show how they train their workers and agency staff in sustainability.

**Financial Impact**

This last year, we were able to successfully deliver a significant reduction in agency spend, the details of which are below. The success of the initiative was in part a

result of working closely with the agency provider and our hiring managers. Expenditure on agency spend is managed and monitored by services within their staffing budgets. This includes ensuring there is adequate budget provision in place alongside mechanisms to ensure that agency staff are assigned in accordance with guidance and local policies to ensure parity alongside cost effectiveness.

Between 2017/18 and 2019/20, expenditure rose through the Pertemps contract. To reduce this level of expenditure a working group was set up and an ambitious target was set to reduce monthly spend by 50%. H&F, in partnership with Pertemps ended the 2020/21 financial year with a total spend of £17.5m and for the 2021/22 financial year, the Council is forecast to spend £12.5m which represents a 50% reduction on monthly spend in comparison to the highest points in the 2019/20 financial year.

The table below summarises the total agency spend via Pertemps across the Council from 2017/18 to 2020/21:

Financial year	Spend
2017/18	£17m
2018/19	£22m
2019/20	£23.5m
2020/21	£17.5m

Based on the last 4 years, it is estimated that a 2-year contract with an option to extend for a further 2 years (1+1) would be worth up to a maximum value of £80m.

For reference, a breakdown of the current margin payable to Pertemps currently for different roles is listed below:

Pay Band (per hour)	Contracted Margin								
	Admin & Clerical	Facilities & Enviro Services	Financial	Housing & Planning	HR	IT	Legal	Social Care Qualified	Social Care Unqualified
≤ £8	£0.59	£0.90	£1.05	£0.65	£1.05	£1.25	£1.05	£1.85	£0.80
£8.01 - £10	£0.59	£0.90	£1.05	£0.65	£1.05	£1.25	£1.05	£1.85	£1.00
£10.01 - £11.00	£0.59	£0.90	£1.05	£1.35	£1.05	£1.25	£1.05	£1.85	£1.00
£11.01 - £12.00	£0.59	£0.90	£1.05	£1.35	£1.05	£1.25	£1.05	£1.85	£1.30
£12.01 - £15.00	£0.64	£0.90	£1.05	£1.35	£1.05	£1.25	£1.05	£1.85	£1.30
£15.01 - £20.00	£0.65	£1.20	£1.75	£1.95	£1.40	£1.75	£1.30	£2.80	£1.50
£20.01 - £25.00	£0.65	£1.65	£1.75	£2.20	£1.80	£1.75	£1.30	£2.80	£1.50
£25.01 - £35.00	£0.65	£1.95	£2.20	£2.20	£2.00	£2.50	£2.50	£2.80	£1.50
> £35	£0.65	£1.95	£3.00	£2.20	£2.00	£3.00	£3.00	£3.00	£1.50

## Legal Implications

This report recommends a Procurement Strategy for the provision of the agency, interim and temporary workers contract by calling off under the Eastern Shires Purchasing Organisation ('ESPO') Framework Lot 1a. The length of the contract will be 2 years with an option to extend for another 1 + 1 years.

The estimated value of the Call-Off contract is £80m over 4 years. The procurement of these services must comply with Part 2 of the Public Contracts Regulations 2015 (PCRs). Calling-off under a valid framework satisfies the requirements of Part 2. The ESPO Framework Lot 1a is for Administrative, HR and Business Support. It expires on 2<sup>nd</sup> July 2022. Use of the Framework is conditional on signing an Access Agreement. The Call-Off procedure requires a direct award or further competition. This report recommends further competition in the form of a mini competition. The evaluation criteria set by the Framework is 50:50 price to quality although there is scope to vary it. Appendix 1 - The Framework sets out a set of pre-agreed terms and conditions.

Under Contract Standing Orders (CSOs), the Call-Off is a high value contract. Use of a Framework which is compliant with the PCRs is one of the permitted types of procurement procedures for High Value Contracts.

As the procurement strategy concerns a contract with estimate value in excess of £300,000, it is a Key Decision (see Article 12 of the Constitution) and the report must be submitted to Committee Services for publication on the Council's website (CSO 18.2).

The Council is also under an obligation under the Public Services (Social Value) Act 2012 to consider how the letting of services contracts can benefit the social, economic and environmental well-being of their area. These are factors which will be considered and built into the contract and procurement documents. The Council has adopted a Social Value policy which applies to all its contracts above £100,000. It requires that suppliers provide at least 10% social value in their contracts.

The Cabinet is the decision maker for the Procurement Strategy.

---

### Contact Officers:

Name: Lucy Robinson  
Position: Strategic Resourcing Lead  
Telephone: 07944 770 890  
Email: lucy.robinson@lbhf.gov.uk



Name: Andre Mark  
Position: Finance business partner  
Telephone: 020 753 6729  
Email: andre.mark@lbhf.gov.uk  
Verified by: Emily Hill, Director of Finance

Name: Angela Hogan  
Position: Chief Solicitor (Contracts and Procurement)  
Telephone: 07919227585  
Email: angela.hogan@lbhf.gov.uuk

---

## **Background Papers Used in Preparing This Report**

None

---

## **DETAILED ANALYSIS**

### **Reasons for Decision**

1. The Council's current contract for the provision of agency workers with Pertemps expires on 30th June 2022. There is a need to renew the services to ensure best value for money and to keep up with market developments (eg. the ability to work from home means a larger area of reach for recruitment). There is no option for extension under the current contract.
2. The proposed procurement strategy will enable H&F to award a contract for the recruitment of agency staff services to enable the Council to continue to deliver high quality agency and interim workers by taking a cost-effective approach to agency staff recruitment which aligns with the Council's priorities.
3. The proposal is to run a mini competition with suppliers through the ESPO (Eastern Shires Purchasing Organisation) MSTAR3 Lot 1a. The ESPO MSTAR3 Framework provides a simple but competitive route to procure a new provider for Agency Workers. All suppliers on the Framework are preselected by ESPO as being capable of providing a comprehensive range of services that incorporates both quality and value for money.

### **Contract Specifications Summary**

4. The contract will be let to deliver the following:

- To supply and manage the effective provision of temporary agency workers across H&F for the duration of the contract
- The MSTAR3 customer agreement sets out contract specifications with the option for additional modular build services in line with H&F specification
- Maintain as much stability as possible
- Provide for service managers to continue to utilise a known, embedded agency worker recruitment, management and payment system that is accessible and easy to use
- A well-known, well used and experienced provider that can prove a good track record in working well with local authorities
- Value for money
- Sustainability
- The contract will be let for 2 years with the option to extend for a further 2 (1+1) years.

### Procurement Route Analysis of Options

5. The below table sets out the strategy options available for the procurement of the provision of agency, interim and temporary workers contract.

<b>Procurement of agency workers</b>			
<b>Procedure</b>	<b>Summary</b>	<b>Advantages</b>	<b>Disadvantages</b>
Competitive procurement with negotiation (CPN)	Three stage tender that allows for negotiations between the Council and bidders. Negotiations would be based on first submissions. The first stage would allow the Council to shortlist suppliers that meet minimum standards and invite only shortlisted suppliers to bid and negotiate.	Allows for negotiation with bidders and tests the entire market	The procedure itself is quite lengthy; can take up to 12-18 months to finalise (including governance)
Call-off from ESPO - Managed Services for Temporary Agency Resources (MSTAR3)	ESPO Managed Services for Temporary Agency Resources allows for both direct award and mini competition. Only the mini competition option has been explored at this stage.	• 21 suppliers across multiple lots on the framework – implies a competitive process so incentive from bidders to deliver high quality bids and	Shop like approach - no negotiation will be permitted

		<p>competitive prices</p> <ul style="list-style-type: none"> <li>• mini competition is quite quick in terms of timelines (with governance can be done within 6-9 months)</li> <li>• Prices cannot be higher than the ones quoted to get on the framework</li> </ul>	
<p>Call-off from YPO - Managing Temporary and Permanent Recruitment - 942</p>	<p>YPO - Managing Temporary and Permanent Recruitment - 942 (lot 1) allows for both direct award and mini competition. Only the mini competition option has been explored at this stage.</p>	<ul style="list-style-type: none"> <li>• 15 suppliers on the framework - competitive so incentive to deliver high quality bids and competitive prices</li> <li>• mini competition is quite quick in terms of timelines (with governance can be done within 6-9 months)</li> <li>• Prices cannot be higher than the ones quoted to get on the framework</li> </ul>	<p>Shop like approach - no negotiation will be permitted</p>
<p>Call-Off from</p>	<p>This is in effect a call-off under</p>	<p>Direct award;</p>	<ul style="list-style-type: none"> <li>• Not testing</li> </ul>

Pan London Collaboration	MSTAR 3 (ESPO). The contract was awarded to Adecco for Master vendor and to Matrix for Neutral vendor. Currently the H&F contract with Pertemps is for Neutral vendor. This option would only allow for a direct award to Matrix.	quick process	the market • The procurement ran was not based on H&F specifications but broader specifications. While prices are cheaper, it is not necessarily best fit for H&F
--------------------------	---	---------------	--

### **Option 1 Competitive procurement with negotiation**

This option would allow the Council to drive innovation and possibly better prices, however the option would require significant dedicated resource to run the procurement exercise. There would also be significant additional costs associated with this option because the Council would be required to develop its own due diligence and manage the full end to end process in-house.

### **Option 2 Apply an existing framework and run a further competition**

There are several frameworks available as set out in the table above. These frameworks accommodate numerous suppliers who would manage the competitive aspect of the procurement negotiation process on our behalf. The Council would determine its own weighting on the technical offer and price, enabling a more bespoke approach in line with H&F needs.

### **Option 3 Direct award from the London Collaboration Framework**

To directly award to either Matrix as a neutral vend or Adecco through the London pan-collaboration framework via MSTAR3. The London pan-collaboration framework has been procured through pooling spend across London boroughs enabling the two suppliers, Matrix and Adecco, to offer significant cost savings. Adecco are a master vend which would result in higher cost to H&F and therefore it is not deemed to be a viable option for H&F. Another disadvantage of this option is that the Council would not be able to determine its own weighting on the technical offer and price, which may not align with its objectives for social value.

6. Following the success the Council has had in reducing agency spend, enhancing our social value offer and the development of business intelligence to provide robust datasets for the purposes of regular reporting on a number of key areas including equality, diversity and inclusion, Officers are recommending Option 2 – to run a mini competition from ESPO (Eastern Shires Purchasing

Organisation) or YPO (Yorkshire Purchasing Organisation) for the reasons set out above.

7. The two frameworks referred to above are similar in terms of the call off conditions, however YPO includes the option for both neutral and master vend. MSTAR3 has two separate lots one for neutral and one for master vend, given the additional costs accrued with Master vend suppliers and that the current contract is neutral vend, the preferred route would be through ESPO Lot 1a.
8. The Eastern Shires Purchasing Organisation (ESPO) is a recognised consortium set up to tender for National frameworks that are accessible to local authorities and public sector bodies. This framework is compliant with UK/EU procurement legislation and allows the use of direct awards.
9. This is the third in a series of successful frameworks, (Mstar1, Mstar2 and now Mstar3) further demonstrating ESPO's proven experience, market knowledge and procurement know-how in the temporary/interim staffing market. The market has recently been tested with the Mstar3 framework in until 10 April 2023.
10. Under Mstar3 Lot1a, there are 10 suppliers (Appendix 2 page 10). All suppliers were assessed during the procurement process for their financial stability, track record, experience, technical and professional ability. Suppliers are not ranked under the framework. The delivery model under Lot1a is Neutral Vendor i.e. where the supplier manages a chain of agencies but may also supply temporary agency workers where this is done through a subsidiary company.
11. The further competition allows us to reopen competition under the framework and secure formal quotations from some or all the service providers in Lot 1a tailored to our precise requirements.

### **Market Analysis, Local Economy and Social Value**

12. There are no local suppliers who can provide the services. There is a large market for these services, but we are proposing to use the ESPO framework as all major players are on the framework and have been pre-assessed. All bidders will be required to deliver 10% of the value of the contract in Social Value and Social Value will be scored at 20% of the total quality criteria.
13. Through Social Value, the awarded contractor will be able to support local residents into employment as part of the Council's wider employment and skills objectives. The contractor will have the opportunity to engage through Council led community events including our annual apprenticeship week job fair and contribute to our local provider network activities where local partners are

supporting residents who are looking for jobs. This will increase the level of local residents accessing temporary jobs within the Council and more widely other job opportunities that the awarded contractor has access to outside of the borough.

14. The contract will require the supplier to operate as a 'neutral vendor' and provide local SME suppliers with an opportunity to supply agency workers to the Council.

### Timetable

Key Decision Entry (Strategy)	10/06/2021
Contracts Assurance Board (CAB)(Strategy)	04/08/2021
Member approval	05/08/2021
Political cabinet	06/09/2021
Cabinet Sign off (Strategy)	11/10/2021
Find a Tender Service Notice	18/10/2021
Closing date for clarifications	12/11/2021
Closing date for submissions	22/11/2021
Evaluation of Tenders	22/11/2021-03/12/2021
Key Decision Entry (Award)	1/11/2021
CAB (Award)	15/12/2021
Cabinet Member Decision (Award)	By 17/12/2021
Notification to award	By 23/12/2021
Contract engrossment	10/01/2022
Contract mobilisation and implementation	1/02/2022
Contract Commencement date	1 July 2022

### Selection and Award Criteria

15. The contract will be awarded based on the most advantageous tenderer, on a 50%-50% split between price and quality. The price will include implementation costs. No uplifts will be applied to the contract during the lifetime of the contract.

### Quality assessment:

Quality sub-criteria	Award weighting
----------------------	-----------------



Ordering systems and platforms – compatibility, simplicity and accessible with options to enhance	10%
Customer service and contact points, service delivery and procedures & processes in support of service delivery	10%
Monitoring, reporting and management information	10%
Equality, diversity and inclusion including accessibility	10%
Sustainable, working to zero carbon	5%
Digital and mobile enabled services Innovation / continuous service development	10%
Implementation and marketing the service	10%
Market and supply chain intelligence	10%
Wellbeing and health and safety	5%
Social value	20%

## Contract Management

16. The following KPIs will be used to monitor the contract performance.

Standard assignment fill rate	Minimum 98%
Hard to fill assignment fill rate	Minimum 85%
Customer satisfaction	Minimum 90%
Urgency of assignment request Temp agency worker required to commence an assignment	Timescales Assignment fulfilment timescales from the service provider
Within 4 hours	Within 30 minutes
Within 24 hours	Within 1 hour
Within 2-3 days	Within 4 hours

Within 4-7 days	Within 48 hours
-----------------	-----------------

Appendix 1 outlines the pre-agreed conditions to the contract and provides assurance that will enable us to robustly manage the performance of the contract. The pre-agreed conditions provide full details of remedial action that the Council can take in the form of dispute resolution should there be any concerns relating to under-performance of the standards specified.

### **Equality Implications**

17. It is not anticipated that there are any adverse equality impacts arising from this procurement strategy.
18. Through the tender specification and the evaluation process, prospective suppliers will be required to demonstrate, how they will promote equalities and support customers in meeting their equality targets and how they will manage the service in a way that ensures the customers' priorities on equalities are met.
19. The Agency Worker Regulations (effective from 1 October 2011 i.e. contract commencement) are intended to ensure that there is appropriate protection of temporary agency workers through the application of the principle of equal treatment, including pay. The supplier will be required to provide Management Information reports on agency workers' pay, which will be monitored to ensure compliance with Agency Worker Regulations.

### **Risk Management Implications**

20. The report recommends using an existing framework with a mini competition to be run to appoint a suitable neutral vendor operator. The contract is required to ensure continuity of service for residents in a number of key areas and undertaking a mini competition under the framework both protects against the risk of procurement challenge and is in line with the council objective of being ruthlessly financially efficient.

Implications completed by David Hughes, Director of Audit, Fraud, Risk and Insurance, Telephone: 07817 507 695

### **Climate and Ecological Emergency Implications**

21. All bidders under the framework will be required to demonstrate how they can support H&F in rising to the challenge of the climate and ecological emergency.

Providers will be required to prove what actions they are taking to reduce their carbon emission, how they would promote local employment to reduce the carbon emission generated by transportation and how they can assure the staff they recommend to H&F will use a sustainable transportation method. The provider will also be required to show how they train their workers and agency staff in sustainability.

Implications verified by: Hinesh Mehta, Strategic Lead - Climate Emergency, telephone: 07960 470 125

### **Local Economy and Social Value Implications**

22. This strategy is seeking approval to re-procure the recruitment of agency staff service through ESPO framework in view of the expiry date of the current provision. The Social Value assessment will be scored at 10% of the overall score, which is in line with the Social Value Strategy.
23. The strategy highlights opportunities for the winning bidder to link the Social Value element to support current challenges of the Council's Employment and Skills objectives.
24. Bidders will be required to register on the Social Value Portal to enter their social value quantitative responses. The successful bidder is responsible for paying the Social Value Portal Management Fee for the term of the contract.
25. It is recommended that contract managers will work with the Council's Social Value Officer to ensure commitments are being effectively monitored and delivered. The final contract should contain appropriate social value clauses so that the Council can enforce its right to compensation if social value commitments are not delivered.

Implications completed by: *Ilaria Agueci, Social Value Officer, tel. 0777 667 2878*

### **List of Appendices**

Appendix 1 – MSTAR3 framework term and conditions  
Exempt Appendix 2 – MSTAR3 pricing and lot breakdown

## APPENDIX 1 - MANAGED SERVICES FOR TEMPORARY AGENCY RESOURCES

### CUSTOMER AGREEMENT

This Agreement together with relevant Order comprise the contractual provisions which apply to the Order that is entered into between the Customer and the Service Provider and which govern the provision of the Services to the Customer.

### CONDITIONS OF CONTRACT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

#### BETWEEN:

(1) [ ] of [ ] (**the Customer**)

and

(2) [ ] whose registered office is at [ ] (**the Service Provider**)

#### WHEREAS:

- (A) ESPO selected framework providers, including the Service Provider, to provide Services.
- (B) The Service Provider undertook to provide the Services on the terms set out in a Framework Agreement number [ ] dated [ ] (the "Framework Agreement").
- (C) ESPO and the Service Provider have agreed that public sector bodies within the UK may enter into Customer Agreements under the Framework Agreement with the Service Provider for the Service Provider to supply Services.
- (D) The Customer enters into this Agreement on the terms hereinafter appearing.

#### NOW IT IS HEREBY AGREED as follows:

### 1. INTERPRETATION

1.1 As used in this Agreement, the terms and expressions set out below shall have the meanings ascribed therein;

**Agency(ies)** means the Service Provider and/or those agencies with whom the Service Provider will contract to supply Temporary Agency Workers to the Customer(s)

**Agency Legislation** means Part 2 Chapter 7 Income Tax (Earnings and Pensions) Act 2003 sections 44-47 as amended and the Social Security (Categorisation of Earners) Regulations 1978 as amended by the Social Security (Categorisation of Earners) (Contributions) Amendment Regulations 2014, Regulations 1, 2(2) and 5, and Schedule 1, Part 1, paragraph 2 and Schedule 3, paragraphs 2 and 9

**Agreement** means this agreement between the Customer and the Service Provider, comprised of the **Conditions** and the Schedules and Annexes hereto and any Order

**Assignment** means the required duties and period of time where a Temporary Agency Worker is working within the Customer's organisation

**Authorised Representative** means a representative of the Customer or the Service Provider as appropriate for the purposes of this Agreement

**Authorised Users** means those employees, agents and independent contractors of

the Customer who are authorised by the Customer to use the Services and the Documentation

<b>Charges</b>	means the charges set out in the Pricing Schedule
<b>Controller</b>	shall take the meaning given in the GDPR
<b>Commencement Date</b>	means [date to be inserted]
<b>Confidential Information</b>	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998
<b>Contract Manager</b>	means the nominated officer or employee of the Customer responsible for managing this Agreement for the provision of the Services
<b>Cybersecurity Requirements</b>	means all applicable laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive (EU) 2016/1148), Commission Implementing Regulation (EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time
<b>Data Loss Event</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
<b>Data Protection Legislation</b>	means the GDPR, the LED and any national implementing Law, as amended or updated from time to time in the UK including the Data Protection Act 2018 and all applicable Law about the processing of personal data and privacy
<b>Data Protection Impact Assessment</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
<b>Data Protection Officer</b>	shall take the same meaning given in the GDPR
<b>Data Subject</b>	shall take the meaning given in the GDPR
<b>Data Subject Access Request</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
<b>Documentation</b>	means the document made available to the Customer by the Service Provider online via [INSERT WEB ADDRESS] or such other web address notified by the Service Provider to the Customer from time to time which sets out the user instructions

for the Services

<b>Default</b>	means any breach of the obligations of either Party (including but not limited to a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other
<b>DPA 2018</b>	means Data Protection Act 2018
<b>EIRs</b>	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
<b>Equality Legislation</b>	means the Equality Act 2010, the Equality Act 2006, the Human Rights Act and such other Law to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; Equality Legislation shall help organisations and providers to meet their obligations under anti-discrimination Law
<b>ESPO</b>	means Leicestershire County Council, acting in its capacity as servicing authority to a joint committee known as ESPO, established under the Local Government Act 1972 (section 101 (5) and section 102) and section 9EB of the Local Government Act 2000, whose place of business is at of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation
<b>Framework Agreement</b>	means the agreement between ESPO and the Service Provider under which this Agreement is entered into by the Customer and the Service Provider for the supply of the Services
<b>GDPR</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>Good Industry Practice</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector
<b>Hiring Manager</b>	means an officer of the Customer with the responsibility for hiring Temporary Agency Workers and Workers
<b>Implementation Plan</b>	means the plan to be developed by the Customer and the Service Provider in accordance with <b>Schedule 5</b> and which will contain a schedule of tasks to be done, the timescale for completion of those tasks, identifying the Party responsible for those tasks, together with the milestones to be achieved and against which payment will be made



<b>Initial Term</b>	the period commencing on the Commencement Date and ending on the [insert number] anniversary of the Commencement Date
<b>Intellectual Property Rights or IPR</b>	<p>means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), know-how, trade secrets and, moral rights and other similar rights or obligations;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off</p>
<b>Invitation to Tender</b>	means the invitation to tender issued to the Service Provider in response to a request following the publication of the OJEU notice for the procurement of the Services
<b>Joint Controllers</b>	means an arrangement where two or more Controllers jointly determine the purposes and means of processing
<b>Law</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply
<b>LED</b>	means Law Enforcement Directive (Directive (EU) 2016/680)
<b>Mirror Framework</b>	means any framework agreement entered into by the Service Provider and a company owned by the member authorities of ESPO
<b>Modular Build Services</b>	means a choice of additional services offered in the Tender which can be added to the Specification should the Customer require
<b>Normal Business Hours</b>	means 8.00 am to 6.00 pm local UK time, each Working Day
<b>Order</b>	means an official order in such form as may be issued by the Customer to the Service Provider in respect of the Services
<b>Personal Data</b>	shall take the meaning given in the GDPR
<b>Personal Data Breach</b>	shall take the meaning given in the GDPR
<b>Parent Company</b>	means any company which is the ultimate Holding Company of the Service Provider or any other company of which the ultimate Holding Company of the Service Provider is also the ultimate Holding Company and which is either responsible directly or

indirectly for the business activities of the Service Provider or which is engaged in the same or similar business to the Service Provider. The term Holding Company shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto

<b>Pricing Schedule</b>	<p><i>For direct call offs use this definition</i> [means the Pricing Schedule attached to the Service Provider's Framework Agreement – attached hereto at <b>Schedule 3</b>]</p> <p><i>[OR:]</i></p> <p><i>For further competitions use this definition</i> [means the Pricing Schedule attached hereto at <b>Schedule 3</b>]</p>
<b>Processor</b>	shall take the meaning given in the GDPR
<b>Processor Personnel</b>	means all directors, officers, employees, agents, consultants, contractors, sub-processors and third party processors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement
<b>Protective Measures</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Part B of Schedule 9 of this Agreement (Joint Controller Agreement)
<b>Protocol</b>	means the Customer Protocol describing the Customers obligations in relation to their local arrangements and contract management requirements and which is attached hereto as <b>Schedule 1</b>
<b>Requests for Information</b>	shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR
<b>Service Provider Personnel</b>	means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any sub-contractor of the Service Provider engaged in the performance of its obligations under this Agreement
<b>Services</b>	means the provision of the managed services for Temporary Agency Workers more particularly set out in the Specification attached as <b>Schedule 2</b> hereto
<b>Software</b>	means the online software applications provided by the Service Provider as part of the Services
<b>Specification</b>	means the Specification for the Services which the Service Provider is authorised to provide under the Framework Agreement and which is more particularly set out in <b>Schedule 2</b> hereto
<b>Sub-processor</b>	means any third party appointed to process Personal Data on behalf of the Processor related to this Agreement

**Support Services Policy**

means (1) the policy for providing support in relation to the Services as described in the Form of Contract, the Master Contract Schedule and the Contract Documents or (2), in the absence of such policy, the Service Provider's policy for providing support in relation to the Services as made available at [INSERT WEB ADDRESS] or such other website address as the Service Provider may notify to the Customer from time to time

**System**

means the Service Provider's technology system provided to the Customer by the Service Provider and through which the Customer may place Orders

**Temporary Agency Worker**

means a temporary (non-permanent) worker offered and provided on Assignment by an Agency to fulfil a specific role for a defined period of time in return for a fee. The Temporary Agency Worker is not an employee of the Customer and will not be treated as if he/she is. The Temporary Agency Worker will complete a timesheet, signed by the Hiring Manager, which will be processed by the Agency and passed to the Service Provider in order to invoice for the Agency fee

**Tender**

means the Service Provider's tender submitted in response to the Invitation to Tender and attached to the Framework Agreement as **Schedule 2**

**Term**

means the period of the Initial Term as may be varied by: a) any Extension Period; or b) the earlier termination of this Agreement in accordance with its terms. The Customer may extend this Agreement beyond the Initial Term by a further period or periods of up to [insert number of years] years in total (each such extension together with any other such extensions, being the "**Extension Period**"). If the Customer wishes to extend this Agreement, it shall give the Service Provider at least three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period. If the Customer gives such notice then the Term shall be extended by the period set out in the notice. If the Customer does not extend this Agreement beyond the Initial Term this Agreement shall expire on the expiry of the Initial Term.

**Working Day**

means Monday to Friday in any week but excluding any public or bank holidays

1.1.1 the masculine includes the feminine and the neuter; and

1.1.2 the singular includes the plural and vice versa.

1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 References to Conditions and Schedules are, unless otherwise provided, references to conditions of and schedules to this Agreement.

1.5 In the event and to the extent only of any conflict between the Conditions and the Schedules or the Order, the Conditions shall prevail.

- 1.6 Terms or expressions contained in this Agreement which are capitalised but which do not have an interpretation in **Condition 1** shall be interpreted in accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.

## **2. SERVICE PROVIDER'S OBLIGATIONS**

- 2.1 The Service Provider shall supply the Services in accordance in all respects with the terms of the Framework Agreement and the terms of this Agreement and the terms and conditions of the relevant Order and in accordance with any local arrangements agreed and set out in **Schedule 4**
- 2.2 For the avoidance of doubt the Customer shall not be responsible for any Services that are delivered by the Service Provider and are not the subject of a valid Order.
- 2.3 For the avoidance of doubt any terms that the Service Provider may seek to impose and which in any way vary or contradict the terms of this Agreement shall be excluded and not form part of the Order.
- 2.4 The Services to be supplied under the Order shall be provided in accordance with the terms of the Order. Where the Order identifies that provision will be in accordance with an Implementation Plan, the Implementation Plan will be agreed between the Customer and the Service Provider unless otherwise agreed in writing by the Customer. The Service Provider acknowledges the importance to the Customer of performing the Services by the required date, and shall take all reasonable steps to achieve provision by those dates in accordance with Good Industry Practice and the Service Level Agreement.
- 2.5 The Service Provider shall use all reasonable endeavours to ensure that the Services meet the requirements of the Specification and where the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that particular purpose.
- 2.6 The Service Provider warrants to all its reasonable endeavours that the Services to be supplied under the Order shall comply in all respects with all relevant requirements of any Law which may be in force at the time when the Services are supplied.
- 2.7 The Service Provider shall be deemed to have satisfied itself as to the sufficiency and correctness of the Pricing Schedule. Unless otherwise expressly stated in the Order the Pricing Schedule shall cover all the Service Provider's obligations and everything necessary for the supply of the Services under the Order.
- 2.8 Unless otherwise expressly stated in the Framework Agreement or the Order no claim by the Service Provider will be allowed for any addition to the charges specified in the Pricing Schedule on the grounds of any matter relating to any document forming part of the Framework Agreement or the Order or any ambiguity or discrepancy therein on which an experienced Service Provider could have satisfied himself by reference to the Customer or any other appropriate means.
- 2.9 For the avoidance of doubt the Service Provider shall have no liability for the negligent acts or omissions or wilful misconduct of the Agency (including its employees and agents) or any Temporary Agency Worker, except to the extent that any loss or damage suffered by the Customer results (in whole or in part) from the acts or omissions of the Service Provider itself.
- 2.10 The Service Provider will ensure that the correct amount of tax and National Insurance contributions are paid and/or deducted in respect of Temporary Agency Workers engaged via this Agreement and will comply and procure compliance by each Agency with all applicable requirements relating to tax and National Insurance including without limitation those relating to intermediaries (including those known as "IR35"), the Agency Legislation and any other Law in force from time to time relating to any payments made to Temporary Agency Workers.

### 3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer shall have selected a Service Provider for Orders in accordance with the criteria outlined in the Framework Agreement.
- 3.2 The Customer will endeavour to have their Order annotated with the relevant Contract reference number, but this cannot be guaranteed on all Orders.
- 3.3 The Customer shall respond to any reasonable request for information from the Service Provider.
- 3.4 The Customer will assign an Authorised Representative who will interface with the Service Provider's Contract Manager, to ensure both Parties use reasonable endeavours to meet the milestones determined in the Implementation Plan where such a plan is appropriate.
- 3.5 The Customer shall ensure that all Orders are awarded in accordance with the provisions of the Framework Agreement and in accordance with the Public Contracts Regulations 2015 (and any subsequent re-enactment thereof).
- 3.6 The Customer hereby agrees to comply with the Protocol set out in **Schedule 1** hereto.
- 3.7 If a candidate is engaged, the Customer must ensure that such Temporary Agency Worker is entered into the System within 24 hours of engagement. Failure to do so may result in delays in payment to temporary agency workers and Service Providers.

### 4. PROVISION OF THE SERVICES

- 4.1 The Service Provider shall provide the Services identified in the Order in accordance with the **Services Description and Specification in Schedule 2 and the Service Level Agreement in Schedule 6**. The Charges in respect of such Services shall be as detailed in the **Pricing Schedule at Schedule 3**. And as may be supplemented by any **Local Arrangements** as set out in **Schedule 4**.
- 4.2 Without prejudice to any other remedies available, if the Service Provider fails to provide the Services in accordance with the Specification and the Service levels are not met then the Customer shall be entitled to Service Credits calculated in accordance with the Service Level Agreement in **Schedule 6**.
- 4.3 The Service Provider will be responsible for providing all Temporary Agency Workers (either himself or through Agencies) as ordered from time to time from the Service Provider by the Customer. This will include administrative and clerical, operational, social care, and professional including teaching and education ancillary staff and technical categories of Agency staff.

Only one of the **Condition 4.4** precedents shall be included, the irrelevant precedent **Conditions** shall be deleted as applicable

*(Neutral Vendor 4.4)*

- 4.4 The Service Provider shall in the provision of the Services ensure that where the Service Provider is acting solely as a Neutral Vendor it shall not supply Temporary Agency Workers from its own register of Workers. The Service Provider shall be permitted to utilise associated or subsidiary companies as a source of supply for the Services subject to the following additional conditions:
  - 4.4.1 in sending requests for Temporary Agency Workers associated or subsidiary companies do not receive more favourable treatment or terms than other agencies in the Service Provider's supply chain; and
  - 4.4.2 any quotations thus received by the Service Provider are treated equally and without any discrimination.

*(Master Vendor 4.4)*

4.4 The Service Provider shall in the provision of the Services ensure that where the Service Provider acts as a Master Vendor it shall do so subject to the following additional conditions:-

*[to be deleted and/or amended as applicable]*

Option 1 (Service Provider Category Lead), or

- 4.4.1 *The Service Provider shall provide the Services on the basis that it shall provide for all the Customer's requirements for Temporary Agency Workers in a [named category or categories] and no other(s).*
- 4.4.2 *With the exception of the Services provided for and described in the preceding condition hereof the Service Provider shall expose all Customer's requirements for the Services to the wider network of Agencies within its management and control.*
- 4.4.3 *For the avoidance of doubt any associate or subsidiary company of the Service Provider shall be subject to the same restriction as the Service Provider referred to in **Condition 4.4.1** and shall not therefore be permitted to provide the Services beyond the scope of the category or categories referred to therein.*
- 4.4.4 *All quotations requested from Agencies (save as may be provided for otherwise in this **Condition**) shall be treated equally and without discrimination by the Service Provider.*

Option 2 (Volume 'Cap'), or

- 4.4.1 *The Service Provider shall be required to ensure the provision of the Services via it's own register of Temporary Agency Workers but not exceeding [sixty per centum 60%]) (the Volume Cap) of the Temporary Agency Worker Assignments requested in any rolling four week period. This is to ensure that when averaged out at any point during the Term there is opportunity for other Agencies within the supply chain to provide the Services*
- 4.4.2 *The Service Provider shall therefore invite all contracted Agencies within its supply chain to provide quotations for all assignments in excess of the Volume Cap and to produce evidence thereof if reasonably requested by ESPO so to do.*
- 4.4.3 *The Volume Cap shall apply to the Service Provider's opportunity to provide the Services under this Agreement whether the Services are provided direct by the Service Provider or via an associate or subsidiary company.*
- 4.4.4 *All quotations requested from Agencies (save as may be provided for otherwise in this Condition) shall be treated equally and without discrimination by the Service Provider.*

Option 3 (Time Limited Supply Option), or

- 4.4.1 *The Service Provider shall be required to ensure the provision of the Services via its own register of Temporary Works in accordance with the requirements of the Service Level Agreement (attached hereto as Schedule 6 to the Customer Agreement).*
- 4.4.2 *The Service Provider shall only be permitted to provide the Services via its own register of Temporary Agency Workers where the requirements of the Customer can be confirmed in writing within [4 hours] of the Customer's request.*
- 4.4.3 *In all circumstances where the Service Provider cannot satisfy the [four] hour limit for use of its own register of Temporary Agency Workers then the Service Provider shall invite all contracted Agencies within it's supply chain to provide*



*quotations for such Assignments, and to produce evidence thereof if reasonably requested by ESPO so to do.*

*4.4.4 The time limit shall apply to the Service Provider's opportunity to provide the Services under this Agreement whether the Services are provided direct by the Service Provider or via an associate or subsidiary company. For the avoidance of doubt an associate or subsidiary company shall be treated as part of the Service Provider's own register of Temporary Agency Workers for these purposes.*

*4.4.5 All quotations requested from Agencies (save as may be provided for otherwise in this Condition) shall be treated equally and without discrimination by the Service Provider.*

Where the Customer is accessing the framework via the Lot 1 Managed Service Provision, and has defined an alternative delivery model the Service Provider shall do so in the following way:-

*Supply Chain Optimisation,*

*4.4.1 The Service Provider shall provide the Services on the basis that it shall provide for all the Customer's requirements for Temporary Agency Workers except in a [named category or categories] where a specific strategy will be developed to deliver the customers requirements. This will be via [(Customers to complete as per the strategy decided upon) e.g. direct to the supply chain or specialist agency(s)] For all other categories the Service Provider shall provide services [(customer to choose strategies from other examples or define specific strategy)].*

*For the avoidance of doubt any associate or subsidiary company of the Service Provider shall be subject to the same restriction as the Service Provider referred to in **Condition 4.4.1** and shall not therefore be permitted to provide the Services beyond the scope of the category or categories referred to therein.*

Where the Customer is accessing the framework via Lot 2 or Lot 3, the following terms shall apply to the delivery of that part of the Services that comprise software as a service:-

*Software as a Service,*

*4.4.1 Licence*

*4.4.1.1 Subject to the Customer paying the Charges in accordance with **Condition 5**, the restrictions set out in this **Condition 4.4.1**. and the other terms and conditions of this Agreement, the Service Provider hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub licences, to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.*

*4.4.1.2 In relation to the Authorised Users, the Customer will use its reasonable commercial endeavours to ensure that:*

*4.4.1.2.1 only its Authorised Users have to access and use the Services and the Documentation;*

*4.4.1.2.2 any Authorised User shall not permit another person(s) to access his account unless it has been reassigned in its entirety to another individual Authorised User, in which case*

*the prior Authorised User shall no longer have any right to access or use the Services or Documentation; and*

*4.4.1.2.3 each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep his password confidential.*

*4.4.1.3 The Customer shall use its reasonable commercial endeavours to not access, store, distribute or transmit any virus, or any material during the course of its use of the Services that:*

*4.4.1.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;*

*4.4.1.3.2 facilitates illegal activity;*

*4.4.1.3.3 depicts sexually explicit images;*

*4.4.1.3.4 promotes unlawful violence;*

*4.4.1.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or*

*4.4.1.3.6 is otherwise illegal or causes damage or injury to any person or property;*

*4.4.1.3.7 and the Service Provider reserves the right, without prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this [Condition](#).*

*4.4.1.4 The Customer shall not:*

*4.4.1.4.1 except as may be allowed by any applicable Law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement*

*4.4.1.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means except to the extent expressly set out in this Agreement or as may be allowed by any applicable Law which is incapable of exclusion by agreement between the Parties; or*

*4.4.1.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable Law which is incapable of exclusion by agreement between the Parties; or*

*4.4.1.4.2 access all or any part of the Services or Documentation in order to build a product or service which competes with the Services or the Documentation; or*

4.4.1.4.3 *attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Condition 4.1.1.*

4.4.1.4.4 *The Customer shall use reasonable commercial endeavours to prevent any unauthorised access to, or use of, the Services and the Documentation and, in the event of it becoming aware of any such unauthorised access or use, promptly notify the Service Provider.*

#### 4.4.2 *Services*

4.4.2.1 *The Service Provider shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.*

4.4.2.2 *The Service Provider shall use all reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:*

4.4.2.2.1 *planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and*

4.4.2.2.2 *unscheduled maintenance performed outside Normal Business Hours, provided that the Service Provider has used all reasonable endeavours to give the Customer at least ten Normal Business Hours' notice in advance.*

4.4.2.3 *The Service Provider will, as part of the Services and at no additional cost to the Customer, provide the Customer with support in relation to the Services during Normal Business Hours as described in the Support Services Policy in effect at the time that the Services are provided.*

#### 4.4.3 *Service Provider's obligations*

4.4.3.1 *The Service Provider undertakes that it will perform all the Services in accordance with the Documentation and with all reasonable skill and care, in a timely and efficient manner, using appropriately qualified and experienced staff and in accordance with Good Industry Practice.*

4.4.3.2 *Without affecting its other obligations under this Agreement, the Service Provider shall comply with all applicable Law, including the Cybersecurity Requirements, with respect to its activities under this Agreement.*

4.4.3.3 *The undertaking at **Condition 4.4.3.1** shall not apply to the extent of any non-conformance which is caused by use of the Services by the Customer or its agents contrary to the Service Provider's reasonable instructions, or modification or alteration of the Services by the Customer or its agents. If the Services do not conform with the foregoing undertaking, the Service Provider will, at its expense, use its best endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, the Service Provider's responsibility for avoiding any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet shall be limited to the Service Provider using*

*its reasonable commercial endeavours to ensure the avoidance of such loss or damage, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.*

*4.4.3.4 This Agreement shall not prevent the Service Provider from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.*

*4.4.3.5 The Service Provider warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.*

#### *4.4.4 Customer's obligations*

*4.4.4.1 Customer shall use its reasonable commercial endeavours to ensure that it shall:*

*4.4.4.1.1 provide the Service Provider with all necessary co-operation in relation to this Agreement in order to provide the Services;*

*4.4.4.1.2 without affecting its other obligations under this Agreement, comply with all applicable Laws and regulations with respect to its activities under this Agreement;*

*4.4.4.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;*

*4.4.4.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;*

*4.4.4.1.5 ensure that its network and systems comply with the relevant specifications provided by the Service Provider from time to time; and*

*4.4.4.1.6 except as otherwise expressly provided in this Agreement, procure maintained and secure network connections and telecommunications links from its systems to the Service Provider's data centres.*

4.5 In the event that an Agency has failed an audit, or is unable to meet requirements of this Agreement or, in the case of inherited suppliers, refuses to accept the terms and conditions of the Service Provider for appointing agencies, such Agency will be removed from the supply chain.

## **5. CHARGES**

5.1 In consideration of the provision of the Services in accordance with the terms of the Framework Agreement and the Order, the Customer shall pay the Charges calculated in accordance with the **Pricing Schedule** *use if completing a direct call-off – [of the Framework Agreement]* and published from time to time by ESPO therein and in accordance with the invoicing procedure and payment profile specified in **Schedule 3**

- 5.2 Payment shall be made within fourteen (14) calendar days of receipt by the Customer (at its nominated address for invoices) of a valid invoice, in accordance with the provisions of **Schedule 3**, from the Service Provider.
- 5.3 Where the Service Provider enters into a sub-contract with an Agency for the purposes of performing its obligations under this Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Service Provider to the Agency to be within five (5) Working Days after the Service Provider has been paid, and that in total, payment does not exceed twenty one (21) days from the issue of an undisputed invoice. The Service Provider shall provide the Customer with evidence that it is acting in compliance with this **Condition** as part of the Management Information that it is required to provide to the Customer in accordance with **Condition 8.1.2** of this Agreement. ESPO reserves the right to audit, carry out spot checks and take all other steps it considers necessary in respect of claims of late payment by the Service Provider.
- 5.4 The Charges are exclusive of Value Added Tax. The Customer shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by Law from time to time.
- 5.5 The Parties acknowledge that the Service Provider is required to pay to ESPO and, where relevant, the Trading Company a retrospective rebate based on the value of each customer agreement at a percentage agreed in the Framework Agreement.

## **6. RECOVERY OF SUMS DUE**

- 6.1 If any undisputed sum of money shall be due from the Service Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under this Agreement or any other agreement with the Customer.

## **7. IMPLEMENTATION PLAN**

- 7.1 The Service Provider shall provide the Services in accordance with any Implementation Plan as agreed with the Customer as attached hereto as **Schedule 5**.
- 7.2 The Service Provider shall deliver a draft Implementation Plan to the Customer on or before the commencement of the Services to the Customer. The draft Implementation Plan shall be sufficiently detailed as is necessary to manage the implementation of the Services effectively. Once agreed with the Customer (agreement not to be unreasonably delayed or withheld) the Service Provider shall monitor its performance jointly with the Customer against the Implementation Plan.

## **8. MONITORING AND REPORTING**

- 8.1 The Service Provider shall:
- 8.1.1 appropriately manage the provisions of the Services that it provides under this Agreement;
  - 8.1.2 be required to provide to the Customer such management information as it reasonably requires including but not limited to the information identified in **Schedule 7** and the Framework Agreement;
  - 8.1.3 on reasonable notice grant to the Customer's external and internal auditors access to any relevant data or documentation relating to the Framework Agreement and Order and the supply of the Services for the purpose of carrying out an audit; and
  - 8.1.4 institute, keep and maintain proper and sufficient records in connection with business conducted under this Agreement and for the continuance of this Agreement and for a period of twelve (12) months thereafter allow any nominated representative of the Customer (including the Customer's Authorised Representative, the chief financial officer and the internal and external auditors

of the Customer) reasonable access and co-operation with regard to such records.

## **9. SERVICE LEVELS**

- 9.1 The Service Provider shall provide the Services to meet or exceed the service levels contained in any Service Level Agreement forming part of this Customer Agreement as attached hereto as **Schedule 6**.

## **10. SERVICE PROVIDER'S PERSONNEL**

- 10.1 The Service Provider shall select, employ, train, furnish and deploy in and about the performance of the Services only such persons as are of good character and who are appropriately skilled and experienced.
- 10.2 The Service Provider shall comply with any statutory requirements in relation to the recruitment of ex-offenders and disclosures under the Police Act 1997. The Service Provider shall ensure that all employees, servants or agents engaged by him in the discharge of his obligations under this Agreement who may be required to work within school premises, or other sites occupied by children and/or vulnerable adults shall be appropriately checked by the Disclosure and Barring Service (DBS) and shall upon reasonable request produce evidence of such satisfactory disclosure.
- 10.3 The Service Provider and the Service Provider's sub-contractors, staff and agents shall comply with all reasonable requirements of the Customer whilst present at the Customer's premises.
- 10.4 The Service Provider shall use reasonable endeavours to ensure that its sub-contractors are subject to the provisions of **Conditions 10.1, 10.2 and 10.3** above.
- 10.5 The Service Provider, its agents, sub-contractors and Service Providers shall employ sufficient staff to ensure that the Services are provided at all times in accordance with this Agreement. Without prejudice to the generality of this obligation, it shall be the duty of the Service Provider to ensure that a sufficient reserve of staff is available to provide the Services in accordance with this Agreement during staff holidays or absence through sickness or any other cause.
- 10.6 The Customer, acting reasonably, shall have the right to refuse access to its premises at any time to any employee of the Service Provider, its agents, sub-contractors or Service Providers. The exercise of this right shall not diminish the Service Provider's obligation of performance arising under this Agreement.
- 10.7 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any of its staff nor the Agencies nor the Agencies' staff are placed in a position where (in the reasonable opinion of the Customer) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or the Service Provider's staff and the duties owed to the Customer under the provisions of this Agreement.
- 10.8 The Service Provider shall promptly notify and provide full particulars to ESPO or the relevant Customer if such conflict referred to in **Condition 10.7** above arises or may have reasonably been foreseen as arising.
- 10.9 The Customer reserves the right to terminate this Agreement immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of this Agreement. The action of the Customer pursuant to this **Condition** shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.



10.10 This **Condition 10** shall apply during the Term and until whichever is the later of the termination or expiry of this Agreement and the termination or expiry of the last Customer Agreement.

## **11. DEFAULT IN PERFORMANCE OF THE SERVICE**

11.1 The Service Provider shall respond promptly to all complaints, oversights and omissions and shall immediately make good any default on its part at its own expense.

11.2 Where Services are required or ordered under this Agreement and the Service Provider fails to provide such Services or any element thereof in accordance with this Agreement, or in the event of breach or default by the Service Provider (which ESPO or the Customer has invited the Service Provider to remedy but which has not been remedied) ESPO or the Customer may take whatever action it reasonably considers necessary or appropriate to effect a suitable remedy which may include (but not be limited to) the customer (or ESPO on the customers behalf) terminating part or all of this Agreement or obtaining substituted provision of the Services to be supplied under this Agreement. This shall be without prejudice to any other remedy for breach of this Agreement and shall be in addition to and without prejudice to the provisions of **Condition 15** hereof.

11.3 In taking such above mentioned remedial actions ESPO and/ or the Customer shall be entitled to claim from the Service Provider any reasonable and demonstrable excess of costs so directly incurred by ESPO and/ or the Customer over the rates contained in the Pricing Schedule together with all associated costs, charges and expenses as direct losses (including professional fees and VAT). Such amount shall be due as a debt from the Service Provider to ESPO or the Customer and payable within 28 days of demand.

11.4 Any dispute as to the reasonableness of any debt owed to ESPO and/or the Customer under **Condition 11.3** may be referred for determination in accordance with **Condition 29**.

11.5 The rights of ESPO and/or the Customer under any of the **Conditions 11.1 to 11.4** shall be without prejudice to its rights under any other provision of this Agreement.

## **12. WARRANTIES AND REPRESENTATIONS**

12.1 The Service Provider warrants and represents that:

12.1.1 the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence; and

12.1.2 the Service Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice and (without limiting the generality of this **Condition**) in accordance with its own established internal procedures.

## **13. INSURANCE AND INDEMNITY**

13.1 The Service Provider shall indemnify and keep indemnified the Customer against all losses, damages, costs, charges and expenses at any time incurred or suffered by the Customer and arising directly from any breach by the Service Provider of this Agreement, or any of its obligations to the Customer, or from any negligence, negligent act, negligent omission, default, or breach of contract, on the part of the Service Provider or, its employees, and provided always that the Service Provider's liability to indemnify the Customer shall be reduced proportionately to the extent that an act or omission the Customer, its servants or officers may have contributed to the said death, loss, injury or damage. The Service Provider shall effect and maintain at all times during the continuance of this Agreement and for twelve months thereafter (or such longer period as, depending on the basis of claims covered by the insurance, will effect cover for the limitation period applicable to any relevant claim):

- 13.1.1 Public Liability insurance in the minimum sum of ten million pounds
- 13.1.2 Employers Liability insurance of not less than ten million pounds
- 13.1.3 Professional Indemnity insurance of not less than five million pounds

The levels of insurance cover stipulated for Public Liability and Employer's Liability shall be in respect of any one claim, and without limit, in respect of the number of claims made in any 12 month period of insurance, such insurance to be effected with a reputable insurance company and evidenced immediately upon any reasonable demand by the ESPO Contract Manager to do so.

- 13.2 Temporary Agency Workers engaged via this Agreement by the Service Provider will be insured under the Service Provider's own Employer's Liability and Public Liability insurance policies whilst under its direction and control.
- 13.3 Temporary Agency Workers engaged via this Agreement will be insured under the Customer's own Employer's Liability and Public Liability insurance policies whilst under its direction and control, except where the individual Temporary Agency Worker holds his or her own Public Liability insurance
- 13.4 Save to the extent that the cost, liability, expense or demand is caused by the Customer the Service Provider shall procure and produce upon demand an indemnity from each Agency whereby the Agency indemnifies the Customer against each and every cost, liability, expense or demand (including redundancy payments or protective awards) and any liability for wrongful dismissal or unfair dismissal or otherwise incurred by the Customer in connection with any temporary placement under the terms of this Agreement, including without limitation any such matter relating to:
  - 13.4.1 Any claim, cost or proceeding arising directly as a result of the Agency's failure to co-operate or provide information in relation to any Temporary Agency Worker;
  - 13.4.2 The Service Provider's failures to pay the Agency and/ or the Agencies failure to pay any Temporary Agency Worker any sums properly due;
  - 13.4.3 Any claim by a trade union, staff association or staff body in respect of any or all of the Temporary Agency Workers arising out of the Agency's failure to comply with its legal obligations;
  - 13.4.4 Any circumstance where the Customer is deemed to be the employer of any Temporary Agency Worker engaged by the Customer under this Agreement. The Service Provider will use all reasonable endeavours to alert the Customer to any circumstances where a Temporary Agency Worker might be deemed to have become an employee of the Customer.
- 13.5 Save to the extent that the claim, cost or proceeding is caused by the Customer, the Service Provider shall indemnify the Customer against any claim, cost or proceeding arising directly as a result of:
  - 13.5.1 the Service Provider's failure to pay the Agency;
  - 13.5.2 any claim by a trade union, staff association or staff body in respect of any or all of the Temporary Agency Workers arising out of the Service Provider's failure to comply with its legal obligations; or
  - 13.5.3 any circumstance where the Customer is deemed to be the employer of any Temporary Agency Worker engaged by the Customer under this Agreement; orProvided that if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (in this **Condition** referred to as "the Claim"), the Customer shall:
  - 13.5.4 as soon as reasonably practicable, give written notice of the Claim to the Service Provider, specifying the nature of the Claim in reasonable detail;

- 13.5.5 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Service Provider (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Customer may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Service Provider, but without obtaining the Service Provider's consent) if the Customer reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
  - 13.5.6 give the Service Provider and its professional advisers access at reasonable times (on reasonable prior notice) to its officers, directors, employees, agents, representatives or advisers, and to any relevant accounts, documents and records within the power or control of the Customer, so as to enable the Service Provider and its professional advisers to examine them and to take copies (at the Service Provider's expense) for the purpose of assessing the Claim; and
  - 13.5.7 subject to the Service Provider providing security to the reasonable satisfaction of the Customer to the Customer against any claim, liability, costs, expenses, damages or losses which may be incurred, permit the Service Provider to take over the handling of the Claim and if the Service Provider considers it appropriate to compromise or settle the Claim.
- 13.6 Neither Party shall do anything or refrain from doing or omit doing anything, which might render any of the foregoing insurance policies void or voidable.
  - 13.7 The Service Provider shall ensure that Agencies are bound by the requirements of this **Condition 13**. In instances where the Customer agrees variations in the levels of insurances held by Agencies this will be recorded in the Customer Agreement.
  - 13.8 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall exclude, restrict or limit either Party's liability for death or personal injury resulting from its negligence.
  - 13.9 Notwithstanding **Condition 13.2** above, the Parties' liability to each other under or in connection with this Agreement and the Services or otherwise, whether arising under contract, tort, negligence, breach of statutory duty or otherwise shall be the levels of cover specified in **Condition 13.1** where a claim falls within the Service Providers' insurance policy, or where a claim is not required to be covered by an insurance policy, [£1 million (one million pounds)].
  - 13.10 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by Law.
  - 13.11 Neither Party shall other than as a consequence of fraud or wilful default by that Party, be liable for any claim by the other Party for loss of profit or revenue, consequential, economic, special or indirect loss.
  - 13.12 For the avoidance of doubt the Service Provider will not be responsible for the acts and omissions of Temporary Agency Workers under the direction, supervision and control of ESPO or the Customer.

#### **14. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The Service Provider shall fully indemnify and hold the Customer harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of confidential information by the use or possession of the Services or any part thereof provided by the Service Provider or licensed by the Service Provider to the Customer under this Agreement subject to:

- 14.1.1 the Customer promptly notifying the Service Provider of any alleged infringement and, subject to **sub-condition 14.1.3** below, allowing the Service Provider at their own expense to conduct all negotiations for settlement or litigation;
  - 14.1.2 the Customer making no admission without the Service Provider's written consent unless and until the Service Provider shall have failed to take over the conduct of the negotiations or litigation;
  - 14.1.3 the conduct by the Service Provider of such negotiations or litigation shall be conditional upon the Service Provider having given the Customer such reasonable security as the Customer may require for the compensation, damages, costs and expenses for which the Customer may become liable. The Customer at the Service Provider's expense shall give the Service Provider all available assistance.
- 14.2 If the Services or any part thereof becomes, or in the Service Provider's reasonable opinion is likely to become, subject to any such action for infringement then, in addition to the indemnity under **Condition 14.1** above, the Service Provider shall at its own expense negotiate to obtain the right for the Customer to continue to use the infringing items, if necessary by replacing, remove or modifying them, but without reducing their quality or ability to meet the Customer's requirements as specified by this Agreement.
- 14.3 The Service Provider shall indemnify the Customer against all losses, costs, damages and expenses whatsoever during the period that the Customer is deprived of the use of the Services by reason of such negotiations, replacements or modifications the outcome of which will be confirmed by agreement between the Parties which shall not entitle the Service Provider to any addition to the Charges or any extension of the Order lead time.
- 14.4 The Service Provider shall not be liable under **Condition 14.1** or **14.2** above for any such infringement or alleged infringement which arises as a result of the inclusion in the Services of any element supplied by the Customer or any use of the Services for a purpose or in a manner different from that specified in, or reasonably to be inferred from, this Agreement.

## **15. TERMINATION**

- 15.1 Either Party may at any time by notice in writing terminate this Agreement as from the date of service of such notice:-
- 15.1.1 if there is a change of control, as defined by Section 1124 of the Corporation Tax Act 2010, in the other Party or its Parent Company; or
  - 15.1.2 the other Party being an individual, or where the other Party is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 1124 of the Corporation Tax Act 2010, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
  - 15.1.3 the other Party, being a company, passes a resolution, or the Court makes an order that the other Party or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the

business or any part thereof of the other Party or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the other Party or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

- 15.1.4 the Customer may at any time by notice in writing terminate this Agreement forthwith, if the Service Provider is in Default of any material or fundamental breach of any obligation under this Agreement.
- 15.2 Throughout the Term the Customer shall monitor the Service Provider's financial standing against the Service Provider's financial position taken on the Commencement Date. In the event that the Service Provider's financial position falls below the position recorded on the Commencement Date the Customer shall discuss the Service Provider's circumstances with the Service Provider. The Customer reserves the right to terminate this Agreement by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer) there is a material detrimental change in the financial standing of the Service Provider which:
  - 15.2.1 adversely impacts on the Service Provider's ability to provide the Services under this Agreement; or
  - 15.2.2 could reasonably be expected to have an adverse impact on the Service Provider's ability to provide the Services under this Agreement.
- 15.3 Either Party may at any time by notice in writing terminate this Agreement forthwith, if the other Party is in Default of any obligation under this Agreement and:
  - 15.3.1 the Default is capable of remedy and the other Party shall have failed to remedy the Default within thirty (30) days of written notice to the that Party specifying the Default and requiring its remedy; or
  - 15.3.2 the Default is not capable of remedy.
- 15.4 Termination in accordance with this **Condition 15** shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any Party.
- 15.5 In the event of any termination of this Agreement whether under this **Condition 15** or otherwise, and without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Customer under this Agreement or otherwise, the Customer shall be entitled to obtain a refund of any Charges paid by the Customer in respect of any Services which have not been performed by the Service Provider in accordance with the terms of this Agreement.
- 15.6 In the event that any Mirror Framework is terminated or otherwise expires, the Customer may elect to terminate this Agreement by serving notice in writing with effect from the date specified in such notice.

## **16. CONFIDENTIALITY**

- 16.1 Each Party:
  - 16.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
  - 16.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.



- 16.2 The Service Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Customer under or in connection with this Agreement:
- 16.2.1 is given only to such of its staff, sub-contractors and agents engaged in connection with this Agreement and only to the extent necessary for the performance of this Agreement;
- 16.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of this Agreement.
- 16.3 Where it is considered necessary in the opinion of the Customer, the Service Provider shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with this Agreement. The Service Provider shall ensure that its staff, sub-contractors and agents are aware of the Service Provider's confidentiality obligations under this Agreement.
- 16.4 The Service Provider shall not use any Confidential Information it receives from the Customer otherwise than for the purposes of this Agreement.
- 16.5 The provisions of **Conditions 16.1 to 16.4** shall not apply to any Confidential Information received by one Party from the other:-
- 16.5.1 which is or becomes public knowledge (otherwise than by breach of this **Condition**);
- 16.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- 16.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 16.5.4 is independently developed without access to the Confidential Information; or
- 16.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to **Condition 18**.
- 16.6 Nothing in this **Condition** shall prevent the Customer from:
- 16.6.1 disclosing any Confidential Information for the purpose of the examination, audit and certification of the Customer's accounts
- 16.6.2 disclosing any Confidential Information obtained from the Service Provider to any person engaged in providing any services to the Customer for any purpose relating to or ancillary to this Agreement;
- 16.6.3 provided that in disclosing information under **Condition 16.6.2** the Customer discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
- 16.7 The Service Provider shall not without the prior written consent of the Customer divulge the existence of this Agreement or any Order or disclose any information relating to or contained in this Agreement to any person who is not engaged in the performance of this Agreement.
- 16.8 In the event that the Service Provider fails to comply with this **Condition 16** the Customer reserves the right to terminate this Agreement by notice in writing with immediate effect.
- The provisions of this **Condition 16** shall apply notwithstanding termination of this Agreement.

## **17 PROTECTION OF PERSONAL DATA**

- 17.1** The Parties acknowledge that for the purposes of the Data Protection Legislation, where the Customer has completed the second column of the table in Schedule 9 to specify the processing of Personal Data it requires the Service Provider to perform, the Customer is



the Controller and the Service Provider is the Processor unless otherwise specified in Part B of Schedule 9. The only processing that the Processor is authorised to do is listed in Schedule 9 by the Controller and may not be determined by the Processor.

- 17.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 17.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - 17.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 17.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 17.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 17.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 17.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - 17.4.1 process that Personal Data only in accordance with Schedule 9, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - 17.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - 17.4.2.1 nature of the data to be protected;
    - 17.4.2.2 harm that might result from a Data Loss Event;
    - 17.4.2.3 state of technological development; and
    - 17.4.2.4 cost of implementing any measures;
  - 17.4.3 ensure that:
    - 17.4.3.1 the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 9);
    - 17.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - 17.4.3.2.1 are aware of and comply with the Processor's duties under this **Condition**;
      - 17.4.3.2.2 are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - 17.4.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
      - 17.4.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - 17.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- 17.4.4.1.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- 17.4.4.1.2 the Data Subject has enforceable rights and effective legal remedies;
- 17.4.4.1.3 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- 17.4.4.1.4 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 17.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Agreement unless the Processor is required by Law to retain the Personal Data.
- 17.5 Subject to **Condition 17.6**, the Processor shall notify the Controller immediately if it:
  - 17.5.1 receives a Data Subject Request (or purported Data Subject Request);
  - 17.5.2 receives a request to rectify, block or erase any Personal Data;
  - 17.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 17.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - 17.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 17.5.6 becomes aware of a Data Loss Event.
- 17.6 The Processor's obligation to notify under **Condition 17.5** shall include the provision of further information to the Controller in phases, as details become available.
- 17.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under **Condition 17.5** (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - 17.7.1 the Controller with full details and copies of the complaint, communication or request;
  - 17.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 17.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 17.7.4 assistance as requested by the Controller following any Data Loss Event;
  - 17.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 17.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this **Condition**. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- 17.8.1 the Controller determines that the processing is not occasional;
  - 17.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - 17.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 17.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 17.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 17.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- 17.11.1 notify the Controller in writing of the intended Sub-processor and processing;
  - 17.11.2 obtain the written consent of the Controller;
  - 17.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this **Condition 17** such that they apply to the Sub-processor; and
  - 17.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 17.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 17.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this **Condition** by replacing it with any applicable controller to processor standard **Conditions** or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 17.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

[IF SOME OF THE PESONAL DATA IS TO BE UNDER THE JOINT CONTROL OF THE CUSTOMER AND THE SERVICE PROVIDER (I.E. THE PROCESSOR IS ALSO A CONTROLLER OF SOME OF THE PERSONAL DATA) THE CUSTOMER SHOULD COMPLETE THE DETAILS OF THAT PROCESSING IN **CONDITION 17.15** AND STATE WHICH PARTY IS RESPONSIBLE FOR EACH OBLIGATION LISTED IN PART B OF SCHEDULE 9 TO ASSURE ITSELF OF COMPLIANCE WITH DATA PROTECTION LEGISLATION. IF NOT, THEN **CONDITION 17.15** AND PART B OF SCHEDULE 9 SHOULD BE DELETED.]

- 17.15 Notwithstanding **Condition 17.1** the Parties acknowledge that they are also Joint Controllers for the purpose of the Data Protection Legislation in respect of: [Insert the scope of Personal Data where the purposes and means of the processing is determined by both Parties]. In respect of the Personal Data under Joint Control and identified herein, **Condition 17.1 – 17.14** will not apply and the Parties agree to comply with the requirements as detailed in Part B of Schedule 9.]

## **18 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)**

- 18.1 The Service Provider acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Customer (at the Service Provider's expense) to enable the Customer to comply with these information disclosure requirements.
- 18.2 The Service Provider shall and shall procure that its sub-contractors shall;

- 18.2.1 transfer any request for information to the Customer as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information (or such other period as stipulated by the Customer requesting the information); and
  - 18.2.2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within seven (7) Working Days (or such other period as the Customer requesting the information); and
  - 18.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 18.3 The Customer shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information;
- 18.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and
  - 18.3.2 is to be disclosed in response to a request for information and in no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the Customer.
- 18.4 The Service Provider acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information;
- 18.4.1 without consulting the Service Provider; or
  - 18.4.2 following consultation with the Service Provider and having taken its views into account.
- 18.5 The Service Provider shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- 18.6 The Service Provider acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with **Condition 18.4**.

## **19 SOCIAL RESPONSIBILITY & HEALTH AND SAFETY**

- 19.1 The Service Provider shall not unlawfully discriminate within the meaning and scope of Equality Legislation or any other Law relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 19.2 The Service Provider shall take all reasonable steps to secure the observance of **Condition 19.1** by all Staff employed in performance of this Agreement.
- 19.3 The Service Provider shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Service Provider under Equality Legislation or any other Law.
- 19.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Service Provider's performance of this Agreement being in contravention of Equality Legislation or any other Law relating to discrimination, the Service Provider shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Service Provider's staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Service Provider and any of the Service Provider's staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

- 19.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or any other Law relating to discrimination which arise directly or indirectly out of any act or omission of the Service Provider, its agents or Sub-Contractors, or the Service Provider's staff, and where there is a finding against the Service Provider in such investigation or proceedings, the Service Provider shall indemnify the Customer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment ESPO may have been ordered or required to pay to a third party.
- 19.6 The Service Provider must ensure that all written information produced or used in connection with this Agreement is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.
- 19.7 The Service Provider acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Good and/or Services and the Service Provider shall provide all necessary assistance and information to ESPO as may be required in relation to the performance of an impact analysis by ESPO. The Service Provider shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by ESPO.
- 19.8 The Service Provider shall ensure that all employees of the Service Provider are eligible to work in the United Kingdom.
- 19.9 The Parties shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in, or receiving goods or services from, the performance of this Agreement and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.
- 19.10 The Customer shall be entitled at the Customer's expense to inspect such books, accounts and records belonging to the Service Provider as are necessary to demonstrate compliance with **Conditions 19.1 to 19.9** above.
- 19.11 The cost to the Service Provider of complying with this **Condition 19** shall be included in the Charges.

## **20 CORRUPT GIFTS AND PAYMENTS**

- 20.1 The Customer shall be entitled to cancel and terminate this Agreement and to recover from the Service Provider the amount of any loss resulting from such cancellation or termination if the Service Provider or any person on its behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this Agreement or any other contract with the Customer or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Customer or if like acts shall have been done by any person employed by the Service Provider or acting on its behalf (whether with or without the knowledge of the Service Provider) or if in relation to any contract with the Customer the Service Provider or any person employed by the Service Provider or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.
- 20.2 The decision of the Customer shall be final and conclusive in any dispute, difference or question arising in respect of:
- 20.2.1 the interpretation of this **Condition 20**; or
- 20.2.2 the right of the Customer under this **Condition 20** to terminate this Agreement

## **21 FORCE MAJEURE**

- 21.1 For the purposes of this Agreement the expression Force Majeure shall mean any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees.
- 21.2 Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 21.3 If either of the Parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 21.4 It is expressly agreed that any failure by the Service Provider to perform or any delay by the Service Provider in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Service Provider shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 21.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

## **22 HEALTH AND SAFETY**

- 22.1 Both Parties shall comply with the provisions of the Health & Safety at Work Act 1974, the Management of Health & Safety at Work Regulations 1999 and the Provision and Use of Work Equipment Regulations 1998. All other health and safety assessments required by specific regulation and codes of practice relating to the Service Provider's business must also be strictly applied. The Service Provider is to have monitoring, inspection, review and, where appropriate, health surveillance arrangements in place to meet its responsibilities and may be required to produce documentation to prove that procedures have been carried out in accordance with the regulations upon reasonable request. All Temporary Agency Workers must be aware of and abide by Health & Safety standards and be aware of their duty of care to other employees and members of the public. Temporary Agency Workers shall adhere to a Customer's health and safety requirements at all times and work within the Customer's culture and values.
- 22.2 Both Parties shall in performing their obligations under this Agreement adopt safe methods of work in order to protect the health and safety of its own employees and to the extent applicable the employees of the Customer and all other persons, including members of the public provided that the Customer shall be responsible for the Health and Safety of the Temporary Agency Workers whilst they are under the Customer's control and shall supply the Service Provider with any pertinent Health and Safety information relating to any Services. Save to the extent that the losses, costs, or damages are caused or contributed to by ESPO or the Customer, the Service Provider shall indemnify ESPO and the Customer for any direct losses, costs, or damages, caused



to ESPO and/ or the Customer for any breaches of health and safety Laws, policies, or codes of practice, by the Service Provider.

- 22.3 The Service Provider shall request that any Agencies used are bound by the requirements of this **Condition 22**.
- 22.4 In respect of each Assignment, the Customer shall provide the Service Provider full details of:
- 22.4.1 the intended duties of the Temporary Agency Worker;
  - 22.4.2 any special skills which it requires the Temporary Agency Worker to have including any experience, training, qualifications or authorisations including those required by a professional body or by Law;
  - 22.4.3 any risks to health and safety known to the Customer and any steps that may have been taken to prevent or control such risks;
  - 22.4.4 any specific health and safety information which the Customer wishes to be passed on to the Temporary Agency Worker.
- 22.5 The Customer acknowledges that neither the Service Provider nor any Agency has the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temporary Agency Worker's work. The Customer shall provide sufficient supervision, direction and control over the Temporary Agency Worker throughout the Assignment.

## **23 TUPE**

- 23.1 The Customer warrants that it has to the best of its ability prior this agreement given to the Service Provider sufficient and accurate information regarding each and every Relevant Employee as is necessary to enable the Service Provider to assess fully the impact of the Transfer of Undertaking (Protection of Employment) Regulations 2006 (or as may be amended) and the consequences for the Service Provider
- 23.2 In the event that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or as may be amended) apply upon expiry or termination of this Agreement or any of the contracts of employment of any person employed or engaged by the Service Provider shall be transferred from the Service Provider to any third party (Replacement Service Provider) engaged by Customer to perform any of the Services or any service equivalent or similar to any of the Services the Service Provider shall indemnify and keep indemnified Customers and the Replacement Service Provider(s) from and against all employment liabilities arising directly as a result of the acts or omissions of the Service Provider and which relate to claims brought by any of the employees or by a Trade Union or other employee representative against Customers or any Replacement Service Provider(s) in respect of or in any way relating to any period on or prior to the date of the employee transfer envisaged by this **Condition 23.2**. For the avoidance of doubt, this includes, but is not limited to, any claim for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise, whether brought in an Employment Tribunal or Civil Court, and all damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Customer or any Replacement Service Provider
- 23.3 For the purposes of this **Condition** "Relevant Employee" means person employed or engaged by the Customer or by any third party engaged by Customer to perform any of the Services or any service equivalent or similar to any of the Services prior to the commencement of this Agreement.

## **24 TRANSFER AND SUB-CONTRACTING**

- 24.1 This Agreement is personal to the Service Provider. The Service Provider shall not assign, novate, sub-contract or otherwise dispose of this Agreement or any part thereof without the prior consent in writing of the Customer.

24.2 Notwithstanding any sub-contracting permitted hereunder, the Service Provider shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

## **25 AMENDMENTS TO THIS AGREEMENT**

25.1 This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by the respective Authorised Representative of the Customer and by a duly Authorised Representative of the Service Provider. No variation of this Agreement shall limit or remove the Service Provider's obligations under the Framework Agreement.

## **26 COMMUNICATIONS**

26.1 Any notice which either Party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other Party at its address specified in the Order form either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

26.2 Either Party may change its address for service by notice as provided in **Condition 26.1**.

## **27 SEVERABILITY**

27.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Customer and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

## **28 WAIVER**

28.1 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

28.2 A waiver of any Default shall not constitute a waiver of any subsequent Default whether of the same or a different nature.

28.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of **Condition 26**.

## **29 DISPUTE RESOLUTION**

29.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of the Authorised Representatives of each Party.

29.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

29.3 The obligations of the Parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation pursuant to this **Condition 29** and the Supplier shall and procure that its employees and other agents shall comply fully with the requirements of this Agreement at all times.

29.4 If the dispute cannot be resolved by the Parties pursuant to **Condition 29.1**, the Parties shall refer it to mediation pursuant to the procedure set out in **Condition 29.5** unless either Party considers that the dispute is not suitable for resolution by mediation.

29.5 If a dispute is referred to mediation the Parties shall comply with the following provisions:

- 29.5.1 a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator;
- 29.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider appointed by CEDR to provide guidance on a suitable procedure;
- 29.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 29.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties with effect from its signature by their duly Authorised Representatives;
- 29.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties; and
- 29.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

### **30 ACTION UPON EXPIRY OR TERMINATION**

- 30.1 On expiry or termination of this Agreement the Parties will comply with the provisions of **Schedule 8** in order to maintain an orderly continuation of the Services.

### **31 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 31.1 With the exception of ESPO and the Trading Company which shall each have the right to enforce the provisions set out in the Framework Agreement in relation to the payment of retrospective rebate neither Party intends to confer any other right or benefit upon a third party and for the avoidance of doubt save as excepted herein the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

### **32 LAW AND JURISDICTION**

- 32.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both Parties hereby submit.
- 32.2 This Agreement is binding on the Customer and its successors and assignees and the Service Provider and the Service Provider's successors and permitted assignees.

### **33 ENTIRE AGREEMENT**

- 33.1 This Agreement together with the Framework Agreement and the Order constitutes the entire understanding between the Parties relating to the subject matter of this Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day first above written

SIGNED for and on behalf of

[ ] the Customer

By:

Name:

Title:

Date:

SIGNED for and on behalf of

[ ] the Service Provider

By:

Name:

Title:

Date:

## **SCHEDULE 1 to the CUSTOMER AGREEMENT PROTOCOL**

ESPO will maintain overall responsibility for the performance management, review and renewal of the Framework Agreement.

Customers will be responsible for managing their own local arrangements including contract reviews for their own service delivery needs.

As such Customers will be required to:

- a) Agree the local implementation of the provision of the Services and integration of electronic systems between their own organisation and the Service Provider.
- b) Identify a named officer (Contract Manager) who shall be a single point of contact for the Service Provider and ESPO.
- c) Agree their own (tiered) Agency lists for Temporary Staffing requirements (where applicable) and any variations to the performance management tool used to monitor and manage Agencies.
- d) Specify their own Job Descriptions and Person Specifications for Temporary Agency Workers.
- e) Communicate to the Service Provider any organisational policies or procedures that the Service Provider, Agencies or Temporary Agency Workers will be required to observe in the delivery of the Services including any requirements for the clearance checking of Temporary Agency Workers including DBS requirements.
- f) Communicate any requirements for the use, care, protection and handling of Personal Data in compliance with the Data Protection Legislation
- g) Confirm the suitability of the Key Performance Indicators detailed in the Service Level Agreement forming part of the Customer Agreement.
- h) Specify individual requirements for the provision of Management Information reporting.
- i) Specify individual requirements for data release to law enforcement agencies.
- j) Be responsible for the payment of invoices issued by the Service Provider in respect of the Services delivered to them and to specify any local variations to invoicing requirements.
- k) Agree details of their own baseline against which savings will be calculated.
- l) Attend overarching contract review meetings as organised by ESPO from time to time.
- m) Manage locally any performance issues or continuous improvement actions.
- n) Note that ESPO shall need to access all management information for the purpose of managing this Agreement.

If the Services include Modular Build Services within the meaning set out in the Framework Agreement then, in addition to the obligations listed above, the Customer will be required to advise on the use of Job Centre Plus or any other local procurement initiatives relating to the selection of Agencies, together with any requirements for local work with other Customers on pay rates to Temporary Agency Workers.

Any service delivery requirements that are locally agreed relating to the above points and any other variations to the Customer Agreement including Contract Standards and the Service Level Agreement should be recorded in **Schedule 4 (Local Arrangements)** to this Customer Agreement

**SCHEDULE 2 to the CUSTOMER AGREEMENT**

**SERVICES DESCRIPTION (Service Delivery proposal offered by the Tenderer)  
and**

**SPECIFICATION (Specification provided in the Invitation to Tender)**

***[ to be inserted ]***



**SCHEDULE 3 to the CUSTOMER AGREEMENT**  
**PRICING SCHEDULE**  
**(including Invoicing Procedures)**

*[ to be inserted ]*

**SCHEDULE 4 to the CUSTOMER AGREEMENT**  
**LOCAL ARRANGEMENTS**

*[ to be inserted ]*

i.e.: Working hours  
Shift patterns  
Types of staff required  
Locations of customer establishments]

## **SCHEDULE 5 to the CUSTOMER AGREEMENT**

### **EXAMPLE IMPLEMENTATION PLAN**

1. An Implementation Plan will be required where identified in the order.
2. An Implementation Plan will be requested from the Service Provider by the Customer in one of two ways:
  - a. Where customers are calling off from the Framework, an Implementation Plan will be requested by the Customer.
  - b. Where customers are re-opening competition underneath the Framework and invite tenders as part of a further competition process, an Implementation Plan will be requested as part of the tender submission.
3. The Implementation Plan will vary in degrees of complexity and timescales depending on the Customer's specific requirements and the Customer's current position.
4. The Implementation Plan will include a schedule of tasks to be undertaken, against a set timescale and will identify the responsibilities of the Service Provider and Customer in implementing this Agreement. Such tasks may include but not be limited to, provision of details of all Hiring Managers, job descriptions and person specifications for the roles, drafting and preparation of guidance documents for Hiring Managers and appropriate training for key users. The Service Provider will (with full agreement with the Customer) create the Implementation Plan with milestone dates for achieving delivery and commencement of the Services.

**SCHEDULE 6 to the CUSTOMER AGREEMENT**  
**EXAMPLE SERVICE LEVEL AGREEMENT**

Between

[name of Customer] (the Customer)

and

[name of Service Provider] (the Service Provider)

This Service Level Agreement (SLA) is intended to provide a framework for the way in which the Customer and the Service Provider will work together to maximise the benefits of using the Service Provider's services for their temporary agency resources.

Both Parties agree to deliver the services in accordance with the contents of this agreement.

**1. Services covered**

- 1.1. This Service Level Agreement sets out the agreed Service Levels to be provided by the Service Provider to the Customer under the Agreement entered into between the Customer and the Service Provider under ESPO Framework **reference number 653F/19**.
- 1.2. The managed service for temporary agency resources includes but is not limited to provision of suitably experienced and qualified Temporary Agency Workers in a timely manner to fulfil Assignments as required by the Customer, provision of all supporting management information as well as all related services, including but not limited to implementation and training.
- 1.3. This Service Level Agreement (SLA) covers the core level of service applicable to all Services provided as defined in the Specification (see **Section 2** of the Invitation to Tender document)

**2. Duration**

- 2.1. This Service Level Agreement (SLA) will be valid for as long as there are Services still in use by the Customer which have been supplied in accordance with this Agreement let under the ESPO Framework reference 653F/19

**3. Services required**

- 3.1. The Services shall be delivered in accordance with the Service Provider's Tender submitted and accepted [*by ESPO (in the event that the Customer calls-off from the Framework)*] [*by the Customer (in the event that the Customer re-opens competition underneath the Framework and invites tenders as part of a further competition exercise)*] *delete as applicable*

**4. Ordering of Temporary Agency Workers**

- 4.1. The Customer shall ensure that requests for Temporary Agency Workers are made in accordance with the Framework Agreement and that;
  - 4.1.1. Hiring Managers provide the Service Provider with sufficient detail to enable the Service Provider to fill the Assignment with a suitably qualified and experienced Temporary Agency Worker, supplying or referring to a relevant job description and/or person specification when placing the order
  - 4.1.2. requests for Temporary Agency Workers are authorised promptly
- 4.2. The Service Provider shall ensure that;

- 4.2.1. the Hiring Manager can request an Temporary Agency Worker via a variety of channels
- 4.2.2. all Assignments are filled quickly with a suitably qualified and experienced Temporary Agency Worker within the following set timeframes

*below table included as an example*

<b>Urgency of Assignment request</b>	<b>Timescale</b>
Temporary Agency Worker required to commence an Assignment	Assignment Fulfilment Timescales from the Service Provider required
within 4 hours	within 30 minutes
within 24 hours	within 1 hour
within 2-3 days	within 4 hours
within 4-7 days	within 48 hours

- 4.2.3. If the Hiring Manager wants to see CVs and conduct interviews, the Hiring Manager shall stipulate this in requesting the Temporary Agency Worker and shall indicate the timescale within which the Service Provider shall supply CVs. Any specific format or technique required for any such interview will be confirmed to the Service Provider by the Customer.
- 4.2.4. [*if the Assignment is being filled by an Agency which is not the Service Provider*] all detail regarding the Assignment is shared with all tiered Agencies to enable the Agencies to promptly respond to the Assignment request.

## **5. Provision of Temporary Agency Workers**

- 5.1. Fulfilment of a request shall be defined as the supply of a suitable Temporary Agency Worker, accepted by the Hiring Manager within the timeframe as set out in at **4.2.2** above.
- 5.2. The Service Provider shall meet the following service levels

<b>Type of assignment</b>	<b>Fulfilment rate</b>
standard assignments	Minimum of 98%
'hard to fill' assignments ( <i>to be defined and agreed between the Customer and the Service Provider</i> )	Minimum of XX%

- 5.3. The Customer shall require an exception report detailing the action being taken by the Service Provider to remedy the situation and the associated timescale for the remedy, in the event that;
- 5.3.1. the Service Provider falls below the above stated levels for more than two consecutive months,
- 5.3.2. the Service Provider falls below 90% for standard assignments in any one month
- 5.3.3. the Service Provider falls below XX% for hard to fill assignments in any one month

## **6. Rejection of Temporary Agency Workers and cancellation of Assignments**

- 6.1. the Service Provider shall ensure that appropriately qualified and experienced Temporary Agency Workers are supplied that are appropriate for the Assignment concerned
- 6.2. in the event that a Temporary Agency Worker shall not arrive on time to commence an Assignment the Service Provider shall ensure that the Hiring Manager is notified **without delay**.
- 6.3. in accordance with the specification the Service Provider shall make no charge to the Customer in the event that;
  - 6.3.1. the Temporary Agency Worker fails to attend at the Assignment at the reporting time
  - 6.3.2. the Temporary Agency Worker fails to attend or rejects the Assignment
  - 6.3.3. the Temporary Agency Worker is rejected within the trial period (where such a trial period is agreed)
  - 6.3.4. the Temporary Agency Worker is rejected within the first three hours
  - 6.3.5. the Temporary Agency Worker is found not to have the defined requirements for the role
  - 6.3.6. the Temporary Agency Worker is found not to have the correct and valid credentials to allow them to legally work in the UK
  - 6.3.7. the Temporary Agency Worker is defined as being unfit for work or not being capable of carrying out the majority, or most of the specified tasks required safely and to the necessary standard.
- 6.4. The Customer shall notify the Service Provider of the requirement for any change or cancellation of the assignment **at least 90 minutes** prior to the agreed Assignment start time.
- 6.5. If the Customer fails to comply with the requirement of 6.4 above they shall pay 25% of the cost of the first day or where the Assignment is less than one day, 25% of the Assignment charges, unless the Temporary Agency Worker can be placed elsewhere.

## **7. Communications and Account Management**

### 7.1. Account Management

- 7.1.1. The Customer's Contract Manager is [*state name and job title*] who can be contacted for further information or any issues or to give feedback on [*insert contact details*]
- 7.1.2. The Contract Manager shall be available for queries during Normal Working Hours [*07:30 to 17:30*]
- 7.1.3. The Service Provider has nominated an Account Manager for the Customer. Any contact the Customer makes with the Service Provider, should, in the first instance be made through [*state name and job title*] by contacting [*insert contact details*]
- 7.1.4. the Account Manager shall be available for queries during Normal Working Hours [*07:30 to 17:30*]

### 7.2. Service Helpdesk [*if applicable*]

#### 7.2.1. Role

- 7.2.1.1. the Service Provider shall provide a Service Helpdesk which will be the first point of contact for all Customer enquiries and service delivery related issues. The Service Helpdesk shall be manned by suitably experienced individuals who are familiar with this Customer Agreement (and should not simply be an answering service).

#### 7.2.2. Hours of cover



- 7.2.2.1. the period for which the helpdesk service is available is between the hours of *[07:30 and 17:30 Monday to Friday]*, excluding all United Kingdom Public Holidays.
- 7.2.2.2. the working hours, upon which response and resolution times are calculated will be *[07:30 and 17:30 Monday to Friday]*, excluding all United Kingdom Public Holidays.
- 7.2.3. Contacting the service helpdesk and call logging
- 7.2.3.1. enquiry/enquiries may be placed by email or telephone. In either case the processing of the call will only take place between the hours of *[07:30 and 17:30 Monday to Friday]*, excluding all United Kingdom public holidays.
- 7.2.3.2. calls to the helpdesk shall be charged at local rate or lower. No charges at premium rate shall be made.
- 7.2.3.3. the Customer call logging procedure shall achieve the following functions
- provide a standard call logging procedure for the services provided
  - minimises the risk of calls being unanswered or missed
  - achieve customer satisfaction
- 7.2.3.4. the service desk can be contacted
- by telephone [*telephone number to be inserted*]
  - by e-mail [*email address to be inserted*]
- 7.3. Out of Hours Service [*if applicable*]
- 7.3.1. Role
- 7.3.1.1. the Service Provider shall provide an Out of Hours Service which will be the first point of contact for all Customer enquiries and service delivery related issues outside of the Normal Working Hours detailed above
- 7.3.2. Hours of cover
- 7.3.2.1. the period for which the helpdesk service is available is between the hours of *[17:30 and 07:30 Monday to Sunday]*, including all United Kingdom Public Holidays.
- 7.3.2.2. the working hours, upon which response and resolution times are calculated will be *[17:30 and 07:30 Monday to Sunday]*, including all United Kingdom Public Holidays.
- 7.3.3. Contacting the service helpdesk and call logging
- 7.3.3.1. calls may be placed by email or telephone. In either case the processing of the call will only take place between the hours of *[17:30 and 07:30 Monday to Sunday]*, excluding all United Kingdom public holidays.
- 7.3.3.2. the Customer call logging procedure shall achieve the following functions
- provide a standard call logging procedure for the services provided
  - minimises the risk of calls being unanswered or missed
  - achieve customer satisfaction
- 7.3.3.3. the service desk can be contacted
- by telephone [*telephone number to be inserted*]
  - by e-mail [*email address to be inserted*]

Contact	Response Times	Resolution Times
Customer enquiries by telephone	90% of calls answered within 4 seconds 95% of calls answered within 7 seconds 100% of calls answered within 10 seconds	90% of enquiries answered within 24 hours 95% of enquiries answered within 48 hours 100% of enquiries answered within 5 days
Customer enquiries by email	90% of emails answered within 30 minutes 95% of emails answered within 1 hour 99% of emails answered within 2 hours	90% of enquiries answered within 24 hours 95% of enquiries answered within 48 hours 100% of enquiries answered within 5 days

## 8. Web Services

- 8.1. High up-time of web service are critical to all Customers, and represent the amount of time the Service is available

Uptime	Level
Average level	98%
Minimum level	96%

## 9. Monitoring and Review

- 9.1. The Customer requires regular contact from their Account Manager with additional attendance by the Account Manager at ad-hoc internal review meetings. Initially for the first six months, monthly meetings should be diarised, with quarterly meetings thereafter. The Customer and the Service Provider may agree to move this to less frequently, if this proves appropriate for the circumstances.
- 9.2. ESPO established the framework on behalf of the Customer, and as and when it considers necessary ESPO will also conduct review meetings with the Service Provider addressing any strategic issues arising across all Customers. If the Customer need to raise any issues with ESPO, please advise the Customer's Contract manager who will make contact with ESPO accordingly ([see 7.1.1](#))
- 9.3. Management Information
- 9.3.1. The Service Provider shall provide to the Customer on a quarterly basis management information which should provide the detail as included in [Schedule 7 of the Customer Agreement](#) at no cost to the Customer
- 9.3.2. notwithstanding 9.3.1 above the Customer shall be able to run Management Information reports themselves from the system on an 'as-required' basis

## 10. Complaints and Resolution

- 10.1. In the event of any issues arising under this Service Level Agreement, the Customer's Contract Manager shall in the first instance contact the Service Provider's Account Manager for resolution.
- 10.2. Any complaints raised under this Service Level Agreement will be managed in the first instance in accordance with the Service Provider's complaints procedure. This

process ensures that all complaints are dealt with in a professional manner, and to the satisfaction of the Customer.

- 10.3. If the issue is not resolved satisfactorily or escalation is needed, the Customer's Contract Manager shall escalate the issue to ESPO, for discussion with the Service Provider's [*Business Development Director*] and, if the issue is not resolved, the Customer and the Service Provider shall follow the procedure set out in **Condition 29** of this Agreement (Dispute Resolution).

## SCHEDULE 7 to the CUSTOMER AGREEMENT

### MONITORING AND MANAGEMENT INFORMATION

The following data is required for performance management purposes. This summary data must be submitted to the Customer on a quarterly basis (every three months from the commencement of the customer contract) or as otherwise agreed with the Customer. Provision of such data shall not prevent the Customer requesting additional reports when required, or running their own reports from the system.

Data should be from the period in question unless stated otherwise.

This list is not exhaustive, and may change over the life of this Agreement.

<b>Data required by Customers</b>	
<b>Measure</b>	<b>Additional summary data to be provided (beyond that listed in the Data Definition)</b>
<b>1 Financial</b>	
1.1 Spend via contract by customer	Total spend in Quarter
1.2 Spend via by directorate and service	Total spend per directorate and service
1.3 Savings to date	Summary of savings during quarter per customer – to ensure no additional inaccurate savings are being accrued, savings are in addition to the spend figure
1.4 MSP fee	Total MSP fee charged per client in Quarter (excluding any Gainshare elements)
1.5 ESPO fee	Total ESPO fee accumulated in Quarter
1.6 Agency fees	Maximum hourly charge to all clients at the current point in time per specialism (overall, not per client)
1.7 Average savings expressed in both pence and percentage	Average savings during quarter in £ and % per specialism for each client
<b>2 Process / Operations</b>	
2.1 Total hours billed	Summary of hours billed, per specialism
2.2 Total no. assignments filled	Summary of number of assignments filled in given period, per specialism (figures may be less than 2.3)
2.3 Fill rates	% of requested assignments which have been filled in given period, per specialism
2.4 Time to fill	Average length of time in days taken to fill an assignment, overall and per specialism
2.5 System issues raised	System issues which are resolved within Service Level Agreements Service Provider responses, within Service Level Agreements, regarding considerations of future system developments

2.6 Time to resolve system issues	Average length of time taken, in days, to resolve systems issues in given period
2.7 Timesheets on time	% of timesheets which are authorised on time, broken down by business area
<b>3 Customer and Quality ( * denotes measures which will be assessed using feedback from customer satisfaction survey, see below example)</b>	
3.1 Complaints made	Summary and/or number of complaints received from customers
3.2 Complaints resolved, and time taken to resolve.	Summary and/or number of complaints from customers resolved in accordance with the agreed complaints procedure
3.3 % interviewed for role	% of CVs which are put forward and are interviewed
3.4 % offered after interview	% of assignments offered after interview
3.5 Assignment extensions	Number of assignments extensions
3.6 Assignment cancellations	Number of assignments which are withdrawn / cancelled prior to the start
<b>4 Contract &amp; Supply Chain Management</b>	
4.1 % SMEs in supply chain	% of spend that is going through SMEs % of tiered Agencies which are SMEs
4.2 Maximum overall time took to pay supply chain in quarter	Maximum number of days taken to pay the supply chain, following the issue of an undisputed invoice to the customer. Please note <b>Condition 5.3</b> of this Customer Agreement.
4.2.1 I hereby agree and have complied <b>with Condition 5.3</b> within this Agreement.	Yes / No                      Signed .....
4.3 Agencies passing audit	% agencies which have passed an audit
4.4 Service Provider complaints	Summary and/or number of complaints received from supply chain
4.5 Assignments > 13 weeks	Summary of number of assignments which are longer than 13 weeks

## Example of Customer Satisfaction Survey

Sample customer satisfaction survey to be used to support data provision

### To be completed by recruiting/ hiring managers for each assignment

#### To what extent did you:

receive submitted CVs to your specified timescale?	<input type="checkbox"/>	Better than expected	<input type="checkbox"/>	As expected	<input type="checkbox"/>	Worse than expected
--	--------------------------	----------------------	--------------------------	-------------	--------------------------	---------------------

receive as many CVs as requested/ expected?	<input type="checkbox"/>	Better than expected	<input type="checkbox"/>	As expected	<input type="checkbox"/>	Worse than expected
---	--------------------------	----------------------	--------------------------	-------------	--------------------------	---------------------

find the CVs matched your specified requirements?	<input type="checkbox"/>	Better than expected	<input type="checkbox"/>	As expected	<input type="checkbox"/>	Worse than expected
---	--------------------------	----------------------	--------------------------	-------------	--------------------------	---------------------

Did all candidates offered an interview turn up?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--	--------------------------	-----	--------------------------	----

If not – were you notified ahead of time?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
---	--------------------------	-----	--------------------------	----

Did you appoint?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
------------------	--------------------------	-----	--------------------------	----

#### Did the candidate:

arrive on time?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
-----------------	--------------------------	-----	--------------------------	----

If not – were you notified ahead of time?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
---	--------------------------	-----	--------------------------	----

dress appropriately?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
----------------------	--------------------------	-----	--------------------------	----

Perform the required tasks to the required standard?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--	--------------------------	-----	--------------------------	----

Promptly submit accurate timesheets?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------------------	--------------------------	-----	--------------------------	----

Behave appropriately?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
-----------------------	--------------------------	-----	--------------------------	----

#### Comments:

**NB** – This specific format is not mandatory but MSPs will need to collect data in order to provide statistic

## **SCHEDULE 8 to the CUSTOMER AGREEMENT**

### **ACTION ON EXPIRY OR TERMINATION**

#### **1. TRANSFER OF RESPONSIBILITY**

- 1.1 The Service Provider acknowledges that on termination or expiry of this Agreement for any reason, the continuity of the Service is of paramount importance. The Service Provider shall minimise disruption caused and assist the implementation of any contingency plan proposed by the Customer to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 1.2 The Service Provider shall promptly provide such assistance and comply with such timetable as the Customer may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services (or their equivalent) in the period immediately before the expiry or other termination of this Agreement. The Service Provider shall ensure that its sub-contractors are under a similar obligation. The Customer shall be entitled to require the provision of such assistance both prior to and up to twelve (12) months after the expiry or other termination of this Agreement. If the Customer requires such assistance after the expiry or other termination of this Agreement and within twelve (12) months of the expiry or other termination of this Agreement, the Customer shall reimburse any reasonable costs incurred by the Service Provider in the course of providing such assistance.
- 1.3 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Service Provider or its subcontractors which relate to performance, monitoring, management and reporting of the Services, including the documents and data, if any, and which the Service Provider may otherwise be obliged to disclose under this Agreement or otherwise beneficial to orderly transfer.
- 1.4 The Service Provider shall not knowingly or purposely obstruct the ability of the Customer to ensure an orderly transfer of responsibility for service provision.
- 1.5 Within 21 days of being so requested by the Authorised Representative, the Service Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Customer to issue tender documents for the future provision of temporary agency worker services.
- 1.6 The Customer shall take all necessary precautions to ensure that the information referred to in paragraph 1.5 above is given only to Service Providers who have qualified to tender or/have been successful in being selected as the Service Provider following a tender exercise for the future provision of temporary agency worker services. The Customer shall require that such Service Providers shall treat that information in confidence; that they shall not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Customer; and that they shall not use it for any other purpose.
- 1.7 The Service Provider shall indemnify the Customer against any claim made against the Customer at any time by any person in respect of any liability incurred by the Customer arising from any deficiency or inaccuracy in information which the Service Provider is required to provide under paragraph 1.5 above.

#### **2. TRANSFER OF UNDERTAKINGS**

- 2.1 Where, in the opinion of the Service Provider and/or the Customer's Authorised Representative, the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended are likely to apply on the termination or expiration of this Agreement, the information to be provided by the Service Provider under paragraph 1.5 shall include, as applicable, accurate information relating to the Staff or Agency Workers who would be transferred under the same terms of employment under those Regulations, including in particular:-



- 2.2 the number of Staff or Agency Workers who would be transferred, but with no obligation on the Service Provider to specify their names;
- 2.3 in respect of each of those members of Staff or Agency Workers their age, sex, salary, length of service, hours of work, overtime hours and rates, any other factors affecting redundancy entitlement and any outstanding claims arising from their employment;
- 2.4 the general terms and conditions applicable to those members of Staff or Agency Workers, including probationary periods, retirement age, periods of notice, current pay agreements, working hours, entitlement to annual leave, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes, any relevant collective agreements, facility time arrangements and additional employment benefits.
- 2.5 The Service Provider agrees that if upon termination of this Framework Agreement, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended are applicable, the Service Provider shall in good faith cooperate with the Customer in the disclosure of information and the provision of other assistance so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the Parties
- 2.6 The Service Provider shall comply with the requirements of those Regulations in respect any personnel who will have been employed in the undertaking, or a relevant part of the undertaking, immediately before its transfer to the Service Provider.
- 2.7 The Service Provider shall indemnify the Customer in full and upon demand against any claim made against the Customer at any time by any person currently or previously employed by the Customer or by the Service Provider for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Customer) resulting from any act or omission of the Service Provider on or after the date of this Agreement, except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise) by the Customer.
- 2.8 Where it is considered, in the opinion of the Service Provider and the Customer's Authorised Representative, that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended) shall apply on the expiry or termination of this agreement and shall operate so as to transfer the contracts of employment of any employees engaged in the provision of the Services to the Customer, the Customer shall indemnify, and keep indemnified, the Service Provider from and against all employment liabilities arising directly as a result of the acts or omissions of the Customer on or after the date of the employee transfer envisaged by this paragraph and which relate to claims brought by any of the employees or by a Trade Union or other employee representative against the Service Provider in respect of or in any way relating to any period on or after the date of the employee transfer.

## SCHEDULE 9 to the CUSTOMER AGREEMENT

### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Part A shall be completed by the Controller, who may take account of the view of the Processor; however, the final decision as to the content of this Part A shall be with the Controller at its absolute discretion.

#### 1. INTRODUCTION

- 1.1 The contact details of the Controller's Data Protection Officer are: [Insert Contact details].
- 1.2 The contact details of the Processor's Data Protection Officer are: [Insert Contact details].
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Schedule 9.

[IF THE CUSTOMER WISHES THE SERVICE PROVIDER TO PERFORM ANY PROCESSING OF PERSONAL DATA ON THE CUSTOMER'S BEHALF THE CUSTOMER SHOULD COMPLETE THE DETAILS OF THAT PROCESSING IN THE SECOND COLUMN OF THIS TABLE TO ASSURE ITSELF OF COMPLIANCE WITH DATA PROTECTION LEGISLATION]

Description	Details
Identity of the Controller and Processor	<p style="color: red;">The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Service Provider is the Processor in accordance with <b>Condition 17.1</b>.</p> <p style="color: red;">[Guidance: You may need to vary this section where (in the rare case) the Customer and Service Provider have a different relationship. For example where the Parties are Joint Controller of some Personal Data:</p> <p style="color: red;">“Notwithstanding <b>Condition 17.1</b> the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p>

	<p>[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</p> <p>In respect of Personal Data under Joint Control, <b>Condition 17.1-17.14</b> will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Part B of Schedule 9 instead.”</p>
Subject matter of the processing	<p>This should be a high level, short description of what the processing is about i.e. its subject matter of this Agreement.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver this Agreement to provide a service to members of the public.]</p>
Duration of the processing	<p>Clearly set out the duration of the processing, including dates.</p>
Nature and purposes of the processing	<p>Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include; employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data being processed	<p>Examples here include; name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.</p>

Categories of Data Subject	Examples here include; Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc.
Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data.	Describe how long the data will be retained for, how it will be returned or destroyed.

[PART B – JOINT CONTROLLER AGREEMENT

**[Guidance: insert only where Joint Controller applies in Part A]**

In this Part B the Parties must outline each Party's responsibilities for:

- providing information to data subjects under Article 13 and 14 of the GDPR;
- responding to data subject requests under Articles 15-22 of the GDPR;
- notifying the Information Commissioner (and data subjects) where necessary about data breaches;
- maintaining records of processing under Article 30 of the GDPR;
- carrying out any required Data Protection Impact Assessment; and

this Agreement must include a statement as to who is the point of contact for data subjects.

IF SOME OF THE PERSONAL DATA IS TO BE UNDER THE JOINT CONTROL OF THE CUSTOMER AND THE SERVICE PROVIDER (I.E. THE PROCESSOR IS ALSO A CONTROLLER OF SOME OF THE PERSONAL DATA) THE CUSTOMER SHOULD COMPLETE THE DETAILS OF THAT PROCESSING IN **CONDITION [[17].15]** AND STATE WHICH PARTY IS RESPONSIBLE FOR EACH OBLIGATION LISTED IN THIS PART B TO ASSURE ITSELF OF COMPLIANCE WITH DATA PROTECTION LEGISLATION. IF NOT, THEN **CONDITION [[17.15]** AND THIS PART B SHOULD BE DELETED. PARAGRAPH 13 OF THIS PART B IS ONLY APPLICABLE WHERE THE PROCESSING IS LIKELY TO RESULT IN HIGH RISK OF THE RIGHTS AND FREEDOMS OF NATURAL PERSONS. IF THIS IS NOT THE CASE IT CAN BE DELETED.]

The essence of this relationship shall be published.

The Parties may wish to incorporate some conditions equivalent to those specified in **Condition 17.2-17.14**.

The Parties may also wish to include an additional condition apportioning liability between the Parties arising out of data protection of data that is jointly controlled.

Where there is a Joint Control relationship, but no controller to processor relationship under this Agreement, this completed Part B should be used instead of [Condition 17.1-17.14](#).

The following Part B applies to Personal Data under the Joint Control of the Parties as described in [Condition \[17.15\]](#) of this Agreement.

1. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] [Customer] [Service Provider] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Service Provider] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Service Provider] shall be responsible for ensuring a Data Subject is not

subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).

11. The [Parties] [Customer] [Service Provider] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any Personal Data Breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).

12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

[**Condition 13** is only applicable where the processing is likely to result in a high risk to the rights and freedoms of natural persons. If this is not the case it can be deleted.]

13.[ The [Parties] [Customer] [Service Provider] shall be responsible for carrying out a data protection impact assessment in accordance with GDPR Article 35 (Data protection impact assessment) and Article 36 (Prior consultation).

14.] The Parties agree that the [Customer] [Service Provider] shall be the point of contact for Data Subjects.]

# Agenda Item 8



## **NOTICE OF CONSIDERATION OF A KEY DECISION**

In accordance with paragraph 9 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the Authority hereby gives notice of Key Decisions which the Cabinet, Cabinet Members or Chief Officers intend to consider. The list may change from the date of publication as further items may be entered.

## **NOTICE OF THE INTENTION TO CONDUCT BUSINESS IN PRIVATE**

The Authority also hereby gives notice in accordance with paragraph 5 of the above Regulations that it may meet in private to consider Key Decisions going to a Cabinet meeting which may contain confidential or exempt information.

Reports relating to Cabinet key decisions which may be considered in private are indicated in the list of Cabinet Key Decisions below, with the reasons for the decision being made in private. Any person is able to make representations to the Cabinet if he/she believes the Cabinet decision should instead be made in the public at the Cabinet meeting. If you want to make such representations, please e-mail Katia Neale on [katia.neale@lbhf.gov.uk](mailto:katia.neale@lbhf.gov.uk). You will then be sent a response in reply to your representations. Both your representations and the Executive's response will be published on the Council's website at least 5 working days before the Cabinet meeting.

## **KEY DECISIONS PROPOSED TO BE MADE BY THE AUTHORITY FROM OCTOBER 2021 UNTIL APRIL 2022**

The following is a list of Key Decisions which the Authority proposes to take from October 2021. The list may change over the next few weeks.

**KEY DECISIONS** are those which are likely to result in one or more of the following:

- Any expenditure or savings which are significant (ie. in excess of £300,000) in relation to the Council's budget for the service function to which the decision relates;
- Anything affecting communities living or working in an area comprising two or more wards in the borough;
- Anything affecting the budget and policy framework set by the Council.

The Key Decisions List will be updated and published on the Council's website at least on a monthly basis.

**NB: Key Decisions will generally be taken by the Executive at the Cabinet, by a Cabinet Member or by a Chief Officer.**

*If you have any queries on this Key Decisions List, please contact  
**Katia Neale** on 07776 672 956 or by e-mail to [katia.neale@lbhf.gov.uk](mailto:katia.neale@lbhf.gov.uk)*



## **Access to Key Decision reports and other relevant documents**

Key Decision reports and documents relevant to matters to be considered at the Authority by Cabinet only, will be available on the Council's website ([www.lbhf.org.uk](http://www.lbhf.org.uk)) a minimum of 5 working days before the Cabinet meeting. Further information, and other relevant documents as they become available, can be obtained from the contact officer shown in column 4 of the list below.

## **Decisions**

All Key Decisions will be subject to a 3-day call-in before they can be implemented, unless called in by Councillors.

## **Making your Views Heard**

You can comment on any of the items in this list by contacting the officer shown in column 4. You can also submit a deputation to the Cabinet related to Cabinet Key Decisions only. Full details of how to do this (and the date by which a deputation must be submitted) will be shown in the Cabinet agenda.

## **LONDON BOROUGH OF HAMMERSMITH & FULHAM CABINET**

<b>Leader:</b>	<b>Councillor Stephen Cowan</b>
<b>Deputy Leader:</b>	<b>Councillor Sue Fennimore</b>
<b>Cabinet Member for the Environment:</b>	<b>Councillor Wesley Harcourt</b>
<b>Cabinet Member for Housing:</b>	<b>Councillor Lisa Homan</b>
<b>Cabinet Member for the Economy:</b>	<b>Councillor Andrew Jones</b>
<b>Cabinet Member for Health and Adult Social Care:</b>	<b>Councillor Ben Coleman</b>
<b>Cabinet Member for Children and Education:</b>	<b>Councillor Larry Culhane</b>
<b>Cabinet Member for Finance and Commercial Services:</b>	<b>Councillor Max Schmid</b>
<b>Cabinet Member for Public Services Reform:</b>	<b>Councillor Adam Connell</b>
<b>Cabinet Member for Strategy:</b>	<b>Councillor Sharon Holder</b>

*Key Decisions List No. 101 (published 1 October 2021)*

## KEY DECISIONS LIST – FROM OCTOBER 2021

**The list also includes decisions proposed to be made by future Cabinet meetings**

*Where column 3 shows a report as EXEMPT, the report for this proposed decision will be considered at the private Cabinet meeting. Anybody may make representations to the Cabinet to the effect that the report should be considered at the open Cabinet meeting (see above).*

\* All these decisions may be called in by Councillors; If a decision is called in, it will not be capable of implementation until a final decision is made.

Decision to be Made by	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
<b>CABINET MEMBER AND OFFICER DECISIONS</b>				
<b>Finance</b>				
Cabinet Member for the Environment	October 2021	<p><b>Annual Highways Maintenance Programme</b></p> <p>This report seeks approval of the annual highway maintenance work programme for 2020-2021. A key driver for this work is improving the quality of our street scene to give residents and businesses pride in the borough. This work is planned preventative maintenance, aimed at prolonging the life of the Highway infrastructure within the borough.</p> <p>We aim to improve efficiency and provide maximum value for money co-ordinating as far as possible maintenance works with the implementation of LIP projects. We are coordinating footways with the need to plan more trees so use our planned maintenance on footways to increase opportunities for adding tree pits.</p>	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
Cabinet Member for the Environment	October 2021	<p><b>Highways Planned Maintenance Programme 2020-21</b></p> <p>Highways Maintenance programme to renew a number of carriageways and footways in the borough as part of the asset management of the boroughs highway network. To ensure safety requirements under the Highways</p>	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any
	Reason: Expenditure/Income above £300K - Revenue up to £500k		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
	and Capital up to 1.5m	Act 1980.	ian.hawthorn@lbhf.gov.uk	supporting documentation and / or background papers to be considered.
Cabinet Member for the Environment	October 2021	<b>Proposals for the Noise and Nuisance team's revised service hours</b>  Review of the Hours of operation of the borough's Noise & Nuisance service	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
Cabinet Member for Housing	October 2021	<b>Replacement of Spandrel Panels (Medium and Low Risk Properties)</b>  Replacement of Spandrel Panels at the identified properties covering the stripping out of existing panels and renewing panels including carrying out, as required, all associated works.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Strategic Director for the Environment	October 2021	<b>Climate and Ecological Emergency – Expansion of Lamp Column Electric Vehicle Charge Points</b>  Having successfully secured £215,175 funding from OLEV for residential lamp column EV charge points, and negotiated the necessary 25% match funding of	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any
	Reason: Expenditure/Income above £300K - Revenue up to £500k		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
	and Capital up to 1.5m	£72,000 from FM Conway, we are seeking permission to expand the network by a further 152 charge points using the existing LBHF term contract with FM Conway and CityEV.		supporting documentation and / or background papers to be considered.
Deputy Leader	October 2021	<b>Third Sector Investment Fund</b>  Report to agree forward plan for 3SIF.	Deputy Leader	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Director Children's Services	October 2021	<b>Climate Education</b>  Activity to promote education, awareness and participation in climate change activities among children and young people	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	
Cabinet Member for Health and Adult Social Care	October 2021	<b>Public Health Budget Approval - Primary Care Activity</b>  Budget approval report for public health funded services within primary care from April 2021- March 2024.		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any
	Reason: Expenditure/ income - Revenue between £500,000		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
	and £5m and Capital between £1.5m and £5m			supporting documentation and / or background papers to be considered.
Chief Executive	<p>October 2021</p> <hr/> <p>Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m</p>	<p><b>Collaborative Delivery Agreement Variation</b></p> <p>This workstream follows the January 2021 Cabinet report on disaggregation from LSCP and Placements. The January report contained a recommendation to delegate authority to the Chief Executive to make variations/extensions to the Collaborative Delivery Agreement from April 21 onwards - this report presents recommendations for both variation and extension.</p>	<hr/> <p>Ward(s): All Wards</p> <hr/> <p>Contact officer: Will Parsons Tel: 0776 848 6764 Will.Parsons@lbhf.gov.uk</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Strategic Director of the Economy Department	<p>October 2021</p> <hr/> <p>Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m</p>	<p><b>Modification of construction Contract of 10 genuinely affordable new homes in Spring Vale Estate</b></p> <p>Report on the progress of the construction of the 10 new genuinely affordable homes in Spring Vale Estate (which is near completion) and request for approval of Variation of contracts connected to the construction.</p>	<p>Cabinet Member for the Economy</p> <hr/> <p>Ward(s): Avonmore and Brook Green</p> <hr/> <p>Contact officer: Matthew Rumble matt.rumble@lbhf.gov.uk</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Strategic Director for the Environment	<p>October 2021</p> <hr/> <p>Reason: Affects 2 or more wards</p>	<p><b>Healthy School Streets- a public health approach to infrastructure on highways and air quality monitoring</b></p> <p>This report seeks approval to start a programme of low level infrastructure improvements on the public highway around schools, undertake air quality audits for a</p>	<p>Cabinet Member for the Environment</p> <hr/> <p>Ward(s): All Wards</p> <hr/> <p>Contact officer: Ian Hawthorn Tel: 020 8753 3058 ian.hawthorn@lbhf.gov.uk</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
		number of schools who are in areas of poor air quality (of which there are 28), install air quality monitors and deliver an education programme to schools about the projects with a focus on STEMs. This would be the first year of the programme, with further reports for future years to recommend and apply mitigations for all schools on the list. The programme will report back to the Cabinet member and there will be continuous monitoring. This is a joint programme working with colleagues in Public Health and Education.		supporting documentation and / or background papers to be considered.
Cabinet Member for the Environment	October 2021  Reason: Expenditure/ income above £300K - Revenue up to £500k and Capital up to 1.5m	<b>Decarbonising Macbeth and Broadway Centres</b>  Public sector decarbonisation grant funding and match funding to implement air source heat pumps and energy efficiency measures at Macbeth and Broadway Centres.	Cabinet Member for the Environment  Ward(s): All Wards  Contact officer: Hinesh Mehta  Hinesh.Mehta@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Chief Housing Officer	October 2021  Reason: Expenditure/ income above £300K - Revenue up to £500k and Capital up to 1.5m	<b>Sale of Land next to 2 Effie Place</b>  Sale of land next to 2 Effie Place for the construction of block of three flats.	Ward(s): Town  Contact officer: Ciaran Maguire Tel: 020 8753 4500 Ciaran.Maguire@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Environment	1 Oct 2021	<p><b>£750k Climate Action Fund</b></p> <p>A one-off initial Climate Action Fund of £0.75m has been agreed within an allocated budget. It has been established from savings within Environment delivered in 2020/21 to help fund projects already underway or to support grant-funding applications that require match-funding.</p>		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	
Cabinet Member for Children and Education	25 Oct 2021	<p><b>Semi Independent Living Contract (SIL)</b></p> <p>Providing the provision of SIL across Care Leavers and Young Persons at Risk Pathway</p>		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Chief Executive	October 2021	<p><b>Mass Testing Personnel Support - Global Production Squad</b></p> <p>The current contract with Global Production Squad (GPS) and Sportgate expired on 31st March 2021. Due to the need to continue community testing, as outlined by DHSC, to ensure the Council provides as much safety as possible in line with the governments lockdown easing plan and the economy re-opening all community testing is to be extended until 30th June 2021.</p>	Cabinet Member for Health and Adult Social Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	



Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Environment	26 Oct 2021	<b>Smart Lamp Column Programme</b>  1. To approve that funding is agreed to allow the installation of the CMS sensors to manage our highway street lighting at a cost of £833,000. 2. To approve that the works are carried out by the Council's highways term contractor for Highways Bridges and Structures, FM Conway.		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

### Resources

Cabinet Member for the Environment	Before 1 Oct 2021	<b>VPACH - EV Charge Point Framework</b>  VPACH (Virgin Park & Charge) project will provide electric vehicle charging in residential areas as a proxy for home charging for residents without access to off-street parking ("the Project"). The Project recognises that the economics for on-street residential charging are challenging and so VPACH is a consortium supported by Innovate UK to install on-street charging solutions for hard to address areas using the network assets of Virgin Media.  This report requests that the Council enter into a Framework Agreement and subsequent Call-off Contracts with the consortium's only approved charge point operator, Liberty Charge Limited ("Liberty Charge"), to supply, install, maintain and operate the charge points in H&F at identified sites in the borough	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)		
Strategic Director of the Economy Department	October 2021	<b>Procurement Strategy - Roof Repair Programme</b>  To repair and replace roofs at 4 locations	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.		
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): College Park and Old Oak; Fulham Reach; Hammersmith Broadway; Town			
Contact officer: Nilesh Pankhania  Nilesh.Pankhania@lbhf.gov.uk	Cabinet Member for Housing	October 2021	<b>Procurement Strategy – Dry to Wet Riser Conversion Works in Six (6) Blocks</b>  To appoint a Contractor to undertake conversion works of Dry Risers to Wet Risers in Six (6) Blocks to enhance fire safety.		Cabinet Member for Housing	
Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m				Ward(s): All Wards		
Contact officer: Richard Buckley  richard.buckley@lbhf.gov.uk	Director Children's Services	October 2021	<b>Call-off Contract Extensions for Semi-Independent Living Support Providers</b>  Decision report recommending short-term extensions of up to six months from 12 April 2020 to 12 September 2020 to 16 call-off contracts to secure continuation of existing provision of semi-independent living (SIL) accommodation arrangements for Looked After Children and Young People leaving care to enable continuity of these valuable services during the current Covid-19 outbreak.	Cabinet Member for Children and Education		
Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m				Ward(s): All Wards		
Contact officer: Will Parsons Tel: 0776 848 6764 Will.Parsons@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.	Page 173				

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Environment	October 2021	<p><b>Procurement Strategy for Land and Property System</b></p> <p>The IDOX Group currently provides the Council's land and property-based IT case management system (Uniform) for multiple regulatory services across the authority.</p> <p>The software is highly embedded within the organisation and underpins a large number of business processes and casework management. Its contract has expired and needs to be reprocured.</p>	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Director Children's Services	October 2021	<p><b>Approval to agree contract with Family support Service (FSS)</b></p> <p>To enable to enter in to a contract with Family Support Service (FSS).</p>	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s):	
Cabinet Member for Children and Education	October 2021	<p><b>Contract Extensions on Family Support (FS) Framework</b></p> <p>To extend a series of contracts on the Family Support Service (FSS) framework and deliver savings required.</p>	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Economy, Cabinet Member for Finance and Commercial Services	October 2021	<p><b>Egyptian House - new housing and community facilities</b></p> <p>A property transaction that will result in housing units including affordable housing and community facilities</p> <p>PART OPEN</p> <p>PART PRIVATE</p> <p>Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	Cabinet Member for the Economy, Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): Wormholt and White City	
Strategic Director of the Economy Department	October 2021	<p><b>Procurement Strategies for White City Central</b></p> <p>Approval of two procurement strategies for the White City Central scheme.</p>	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): Wormholt and White City	
Cabinet Member for Finance and Commercial Services	October 2021	<p><b>MFD Reprourement</b></p> <p>The Council has a contract for the provision of multi-functional devices (printers, scanners and copiers) so that its staff can have</p>	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days
	Reason: Expenditure/Income		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
	above £300K - Revenue up to £500k and Capital up to 1.5m	access to print services in its offices. The contract is due for renewal in 2021.	Contact officer: Josh Hadley Tel: 020 8753 1980 Josh.Hadley@lbhf.gov.uk	before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet Member for the Economy	October 2021	<b>Mund Street Site - Contract Award for Design Team</b>  This decision is to appoint a Design Team for the redevelopment of Mund Street. In particular, the decision seeks to appoint a Lead Designer and Architect along with specialist technical sub-consultants to allow for the completion of LBHF Development Gateway 2 (planning) and LBHF Development Gateway 3 (procurement).	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): North End	
Cabinet Member for the Economy	October 2021	<b>Mund Street Site - Contract Award for Control Team</b>  This decision is to appoint a Control Team for the redevelopment of Mund Street. In particular, the decision seeks to appoint an Employers Agent and Project Manager along with specialist technical sub-consultants to allow for the completion of LBHF Development Gateway 2 (planning) and LBHF Development Gateway 3 (procurement).	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): North End	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Economy	October 2021	<b>Farm Lane Site - Contract Award for Design Team</b>  This decision is to appoint a Design Team for the redevelopment of 11 Farm Lane. In particular, the decision seeks to appoint a Lead Designer and Architect along with specialist technical sub-consultants to allow for the completion of LBHF Development Gateway 2 (planning) and LBHF Development Gateway 3 (procurement).	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): Fulham Broadway	
Cabinet Member for the Economy	October 2021	<b>Farm Lane Site - Contract Award for Control Team</b>  This decision is to appoint a Control Team for the redevelopment of 11 Farm Lane. In particular, the decision seeks to appoint an Employers Agent and Project Manager along with specialist technical sub-consultants to allow for the completion of LBHF Development Gateway 2 (planning) and LBHF Development Gateway 3 (procurement).	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): Fulham Broadway	
Cabinet Member for the Economy	October 2021	<b>Lillie Road Site - Design Team Award Report</b>  This decision is to appoint a Design Team for the redevelopment of Lillie Road. In particular, the decision seeks to appoint a Lead Designer and Architect along with specialist technical sub-consultants to allow for the completion of LBHF Development Gateway 2 (planning) and LBHF Development Gateway 3 (procurement).	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): North End	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Economy	October 2021	<b>Lillie Road Site - Control Team Award Report</b>  This decision is to appoint a Control Team for the redevelopment of Lillie Road. In particular, the decision seeks to appoint an Employers Agent and Project Manager along with specialist technical sub-consultants to allow for the completion of LBHF Development Gateway 2 (planning) and LBHF Development Gateway 3 (procurement).	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): North End	
Cabinet Member for Health and Adult Social Care	October 2021	<b>Contract extension for Floating Support Service</b>  Agree a contract extension as permitted under the original contract award for plus 2 years to Hestia for floating support services	Cabinet Member for Health and Adult Social Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
Strategic Director of Social Care	October 2021	<b>Day Opportunities Contract awards</b>  Contract awards for three day centres for older people	Cabinet Member for Health and Adult Social Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	



Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Director of Resources	October 2021	<p><b>Procurement Strategy - Caretakers Lodges</b></p> <p>The aim of the scheme is to generate income by redeveloping caretakers lodges into low rental, short term accommodation for teaching staff employed in H&amp;F schools, after which they will have the option of accessing the Council wider affordable housing offer e.g. Shared Ownership or Help to Buy.</p> <p>The discovery work has enabled a business case for investment in repurposing four lodges as affordable key workers houses to house a first cohort of teachers from September 2021.</p> <p>This is expected to deliver the Council immediate revenue benefits of between £63k and £113k from the schemes launch with a breakeven point from 2025/26 considering the upfront capital invested.</p> <p>Works scheduled for 2021 are estimated to cost £555,481 and be paid for from Capital Planned Maintenance Budget. Due to the high pre-tender estimated costs for refurbishment to two of the lodges, a procurement strategy will be drafted for approval. This will account for £407,481 of the total pre tender estimated value.</p> <p>The Corporate Landlord Board, Children's Leadership Team and Cabinet Member have approved the business case for progression of the first four lodges.</p>	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Health and Adult Social Care	October 2021	<b>Extension of Incumbent Homecare Contracts</b>  This report seeks Cabinet member approval for the extension of the existing homecare contracts for 1year + 6 months + 6months.	Cabinet Member for Health and Adult Social Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
Cabinet Member for Children and Education	October 2021	<b>FSS Framework Extension 2021/22</b>  Extension of FSS framework for 1 year April 2021 - March 2022	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Cabinet Member for Children and Education	October 2021	<b>Procurement Strategy for Young Persons and Care Leaver's Semi-independent Living</b>  The purpose of this strategy is to set out proposed changes to in-borough commissioned supported housing services for young people at risk of becoming homeless and or at risk of entering the care system as a result of becoming homeless.	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s):	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Housing	October 2021	<b>Contract Award, Edward Woods external wall safety works</b>  This report seeks approval from the Cabinet Member for Housing to award a contract for the External Wall Safety Works at Edward Woods Estate	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): Shepherds Bush Green	
Cabinet Member for Health and Adult Social Care	October 2021	<b>Direct Award to Incumbent Substance Misuse Service Providers</b>  This report seeks the approval of a direct award of one year plus six months, (1+6m) to the provision of three substance misuse contracts and two grants to be delivered by the four incumbent providers CGL, Turning Point, Outside Edge and Build on Belief	Cabinet Member for Health and Adult Social Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Strategic Director for the Environment	October 2021	<b>Refuge Direct Award</b>  Direct award refuge provision - 1st April 2021 - 31st March 2022.	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Strategic Director of Social Care	October 2021	<b>Extension of Healthy Hearts Contract</b>  Extension of contract with Thrive Tribe to provide a stop smoking service and a cardio vascular disease prevention programme.	Cabinet Member for Health and Adult Social Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	
Contact officer: Lisa Henry Tel: 07584522952 Lisa.Henry@lbhf.gov.uk	Cabinet Member for the Environment	October 2021	<b>Contract Award - Revenue and Benefits</b>  Contract for the supply of software and associated support	
Ward(s): All Wards				
Contact officer: Graham Pottle Tel: 07733 038 882 graham.pottle@lbhf.gov.uk	Director Children's Services	October 2021	<b>Child and Adolescent Mental Health Services (CAMHS) for 21/22</b>  Exceptional circumstances related to the Covid vaccine roll-out mean that NHS partners are not sufficiently resourced at this time to enter into intended Section 75 arrangements. Therefore, in order to remain within governance requirements, this report seeks approval to directly award contracts for CAMHS services for 2021/22.	Cabinet Member for Children and Education
Ward(s): All Wards				
Contact officer: Craig Holden Tel: 07850 541 477 Craig.Holden@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.			

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet ( <i>other relevant documents may be submitted</i> )
Commercial Revenue Committee	October 2021	<p><b>The winding-up and dissolution of H&amp;F Bridge Partnership Limited</b></p> <p>With HFBP being dormant for a number of years to finally close the company and distribute the retained profit in line with the existing shareholdings.</p>	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	
Strategic Director of the Economy Department	October 2021	<p><b>Procurement Strategy for direct award of a contract for a multi-disciplinary consultant for the major refurbishment of Charecroft Estate W12</b></p> <p>The report seeks approval of a procurement strategy proposing a direct award of a contract for multi-disciplinary consultancy services to develop, plan and manage the major refurbishment works at Charecroft estate W12</p>		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): Addison	
Cabinet Member for Finance and Commercial Services	1 Oct 2021	<p><b>Azure migration partner procurement strategy</b></p> <p>This report seeks approval to procure a migration partner through the Gcloud 12 framework to migrate all H&amp;F systems away from current solution and into Microsoft's Azure cloud hosting platform. The migration to complete by October 2023 when the current infrastructure contract expires.</p>		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Children and Education	October 2021	<b>Award to the Travel Care Tax Services Framework</b>  Award of providers to the Travel Care Tax Framework	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income over £5m & policies or new income, reserves use, overspend over £100K		Ward(s): All Wards	
Cabinet Member for the Economy	October 2021	<b>Procurement Strategy for direct award of a contract for a multi-disciplinary consultant for various housing capital workstreams W12</b>  This report seeks approval of a Procurement Strategy for the direct award of a contract to Baily Garner to provide multi-disciplinary consultancy support for various housing capital workstreams	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Cabinet Member for Housing	October 2021	<b>Contract Award report: whole-house retrofit</b>  Contract Award report to award a contract to a provider of whole-house retrofit for 27 properties in West Kensington, as part of a part-GLA funded pilot aimed at radical improvement in energy efficiency in line with LBHF Climate Change goals. Approved procurement strategy is to procure via an Innovation Partnership run by GLA. This procurement will culminate in late May with a provider being matched with LBHF.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Economy	October 2021	<p><b>CONTRACT AWARD REPORT: Responsive Capital reserve contract</b></p> <p>On 24th March 2021 the Cabinet Member for Housing approved the award of the Responsive Capital contract to Kier Services Limited for five years from 1st May 2021 (with an option to extend for two additional years). Approval is now sought to appoint a reserve contractor to deliver the Responsive Capital contract.</p>	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
Cabinet Member for the Environment	October 2021	<p><b>Procurement strategy - Contract for Parking Suspension System</b></p> <p>This is a procurement strategy for a Parking Suspension System to replace the existing system that has come to its end of life.</p>	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Cabinet Member for Children and Education	October 2021	<p><b>Financial contributions to CCG-held contract to Central London Community Healthcare NHS Trust</b></p> <p>Report seeks approval to financial contributions to CCG-held contract to Central London Community Healthcare NHS Trust) for 21/22.</p>	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	



Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for the Environment	October 2021	<b>Infrastructure Asset Management System Procurement</b>  This is the procurement of an infrastructure asset management system which is used primarily by Highways and Parking services. The system currently in use is Confirm on Demand.	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Strategic Director of the Economy Department	October 2021	<b>White City Central redevelopment - Contract Award</b>  Mechanical, Electrical and Public Health Engineer (MEP) Consultant to support the White City Central redevelopment project	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): Wormholt and White City	
Deputy Leader	October 2021	<b>Procurement Strategy for Refuge Services</b>  Reprocurement of refuge services for victims of domestic abuse and violence against women and girls.	Deputy Leader	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Leader of the Council	October 2021	<b>Request for a Re-Purposing of the Stock Condition Capital Budget for the IHMS</b>  The purpose of the report is to request approval for the re-purposing of the Capital Budget for the Stock Condition surveys to meet the cost of implementing the new Integrated Housing Management System for The Economy.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards  Contact officer: Dorothy Sturzaker  Dorothy.Sturzaker@lbhf.gov.uk	
Cabinet Member for Children and Education	October 2021	<b>Caretaker Lodges- Letting Agency Procurement</b>  To lease the four caretaker lodges in the first phase of the Caretaker Lodge project to a letting agency to manage the tenancies & properties in partnership with H&F- details of allocations of responsibilities to be agreed. This is part of the Caretaker Lodges Project to provide local low rent teacher accommodation to increase teacher retention in LBHF and maintain outstanding education provision in the borough.	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards  Contact officer: Lydia Sabatini  Lydia.Sabatini@lbhf.gov.uk	
Deputy Leader	October 2021	<b>Award for Violence Against Women and Girls Services</b>  Award report for VAWG services - Integrated Support Service	Deputy Leader	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards  Contact officer: Felicity Charles Tel: 02087534311 Felicity.Charles@lbhf.gov.uk	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Housing	October 2021	<b>Rough Sleeping Supported Housing Contract Award</b>  Award of a contract to deliver supported housing for rough sleepers and other homeless people following a tender.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Strategic Director of the Economy Department	October 2021	<b>Relief contractor for Housing Repairs</b>  Procurement Strategy for procuring a contractor from a framework to address a backlog of disrepair cases, voids and major repairs.	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Cabinet Member for Housing	1 Oct 2021	<b>Controlled Access Programme: Contract Award</b>  Decision to Award a Contract for a Controlled Access Programme where the existing door entry systems of housing blocks are upgraded using a cloud-based information system and GSM technology.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Housing	October 2021	<p><b>Procurement Strategy for H&amp;F Maintenance 'DLO' Roofing Subcontractor</b></p> <p>This report seeks approval to procure a roofing subcontractor to carry out roofing repairs, on behalf of H&amp;F Maintenance 'the DLO', via a restricted tender process to Small and Medium-sized Enterprises (SME's). This is permitted for high-value contracts under contract standing order 4.8. The DLO has responsibility for carrying out repairs to communal areas for the majority of our council housing stock and requires a subcontractor to refer roofing repairs to, due to the specialist nature of these works, in order to fulfil our duties as landlord to keep our buildings safe and in good repair.</p>	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	
Cabinet Member for Housing	Before 1 Oct 2021	<p><b>Procurement strategy for DLO vehicle supplier</b></p> <p>Hammersmith and Fulham Maintenance and the Fire Safety Works team, aka the 'DLO' has been delivering communal repairs and maintenance across the borough since April 2019. It's initial procurement approval for vehicle hire expired in June 2020. However, it has continued to lease vehicles from Northgate Vehicles on a flexi-contract since then. This paper seeks approval to note and ratify that use, and to approve procurement of a new contract going forward</p>	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Children and Education	1 Oct 2021	<b>School Meals contract award</b>  Award of school meals contracts	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Cabinet Member for Finance and Commercial Services	Before 1 Oct 2021	<b>Insurance Tender 2022 - 2027</b>  This report seeks approval of the Procurement Strategy for the insurance programme for Property, Liability, Crime School Journey and Personal Accident insurance contracts.  Reasons for urgency: The report is urgent as officers need to be ready to publish the tender on 1st October if the premium and terms offered by Protector, the current Property & Liability insurers are not acceptable. Given the time needed to complete the tender process the 01.10.2021 is the latest date officers can go to tender. However, the insurers are unable to issue their terms for 2022 renewal until mid/late September at the earliest. Waiting until the terms are received and reviewed would not allow officers sufficient time to then go to tender.		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Strategy	6 Oct 2021	<b>Grounds Maintenance Procurement</b>  Grounds maintenance procurement strategy was approved by Cabinet on 1st June 2020. This procurement has 4 Lots: Lot 1 Parks, Highways and Cemeteries, Lot 2 Housing (Economy department), Lot 3 Wormwood Scrubs, Lot 4 Trees. Each lot will need approval to accept the best tendered offer.	Cabinet Member for Strategy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income above £300K - Revenue up to £500k and Capital up to 1.5m		Ward(s): All Wards	
Cabinet Member for Health and Adult Social Care	5 Oct 2021	<b>Public Health Nursing Contract</b>  Following the Public Health Nursing Procurement report to award the contract to successful bidder.		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	
Cabinet Member for Children and Education	25 Oct 2021	<b>High Needs Academies Placement Strategy and Commissioning Process</b>  2022-2023 High Needs Placement Strategy and the Commissioning Process and outlines the number of high needs places commissioned at establishment level for the 2022-2023 academic year		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
Cabinet Member for Children and Education	25 Oct 2021	<b>Maintained Special School and Resourced Provision Strategy</b>  Strategy for H&F Special Schools and additionally resourced provision in H&F for the 2022/23 financial year.		A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m		Ward(s): All Wards	

**CABINET - 11 October 2021**

**Finance**

Cabinet	11 Oct 2021	<b>CAPITAL PROGRAMME MONITOR &amp; BUDGET VARIATIONS, 2021/22 (FIRST QUARTER)</b>  This report provides a financial update on the council's capital programme and requests approval for budget variations to the capital programme.	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/Income over £5m & policies or new income, reserves use, overspend over £100K		Ward(s): All Wards	
Cabinet	11 Oct 2021	<b>Equalities Plan</b>  Council's Equalities Plan 2021-2024. The plan sets out the Council's commitment to tackling inequalities and creating new opportunities for all our residents. The plan also sets out the Council's draft Equality objectives in accordance with the requirements to support the public sector Equality Duty	Deputy Leader	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or
	Reason: Affects 2 or more wards		Ward(s): All Wards	



Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
				background papers to be considered.
Cabinet	11 Oct 2021	<p><b>Planning Obligations Draw Down Report 2020/21</b></p> <p>The Council is required to use funds received from planning obligations to address the impact of developments carried out. This report sets out the use of funds received through Section 106 agreements and received as a result of the Community Infrastructure Levy (CIL) schedules in force in the Borough. It seeks approval to the drawdown of these funds for projects which have been delivered in 2020/21.</p>	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
<b>Resources</b>				
Cabinet	11 Oct 2021	<p><b>Procurement for the provision of the agency interim and temporary workers contract</b></p> <p>Procurement for the provision of the agency interim and temporary workers contract</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	Cabinet Member for Public Services Reform	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure/ income over £5m & policies or new income, reserves use, overspend over £100K		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
---	--	---	--	--

**CABINET - 1 November 2021**

**Finance**

Cabinet	1 Nov 2021	<b>2021/22 Corporate Revenue Monitor - Month 4 (July 2021)</b>  Financial Forecast as at the end of July	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards  Contact officer: Gary Ironmonger Tel: 020 8753 2109 Gary.Ironmonger@lbhf.gov.uk	
Cabinet	1 Nov 2021	<b>Fixed Penalty Notices to be issued by LET team</b>  Update to several of the existing amounts	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards  Contact officer: Beth Morgan Tel: 020 8753 3102 beth.morgan@lbhf.gov.uk	

**Resources**

Cabinet	1 Nov 2021	<b>Azure migration strategy</b>  A report detailing the benefits of migrating to Azure and making recommendations on how to achieve the transition.	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any
	Reason: Budg/pol framework		Ward(s): All Wards  Contact officer: David Wadham Tel: 07776 672 392 david.wadham@lbhf.gov.uk	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
				supporting documentation and / or background papers to be considered.
Cabinet	1 Nov 2021  Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m	<b>Implementing a New Digital Future</b>  Report sets out the approach to implementing a new digital platform for Housing services as part of mobilising the functionality of an Integrated Housing Management function. The report recommends approval of a capital programme to support the implementation.	Cabinet Member for Housing  Ward(s): All Wards  Contact officer: Dorothy Sturzaker  Dorothy.Sturzaker@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	1 Nov 2021  Reason: Expenditure/Income - Revenue between £500,000 and £5m and Capital between £1.5m and £5m	<b>Harm Reduction, Treatment and Prevention Procurement Strategy</b>  The council plans to recommission its substance misuse services for adults and integrated substance misuse and sexual health wellbeing services for young people. The current contracts give provision for core drug and alcohol services, peer support and young people's health and wellbeing services covering substance misuse and psychosexual support.  This report seeks approval of the Procurement Strategy which sets out the intention to tender the delivery of a more efficient and high-quality substance misuse services through <ul style="list-style-type: none"> <li>• an adults' substance misuse service</li> <li>• an integrated young peoples' sexual health and substance</li> </ul>	Cabinet Member for Health and Adult Social Care  Ward(s): All Wards  Contact officer: Julia Woodman, Joanna McCormick Tel: 0741207694 Julia.Woodman@lbhf.gov.uk , Joanna.Mccormick@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
		misuse service		
<b>CABINET - 6 December 2021</b>				
Cabinet	6 Dec 2021	<b>Parks Commission report and recommendations</b>  That cabinet note, and comment, on the final report and recommendations of H&F's resident-led Parks Commission	Cabinet Member for Strategy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards  Contact officer: Jim Cunningham, Steve Hollingworth Tel: 07468 365829, Tel: 07823 534 934 Jim.Cunningham@lbhf.gov.uk, stephen.hollingworth@lbhf.gov.uk	
Cabinet	6 Dec 2021	<b>Short Breaks Statement and Eligibility Criteria</b>  Short Breaks Statement update May 2021. This Statement is about the offer of short breaks available for children with disabilities and their families in Hammersmith and Fulham. It sets out how the services are organised, and routes to access them. This short break statement is published as a requirement of the Children and Families Act 2014.	Cabinet Member for Children and Education	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Budg/pol framework		Ward(s): All Wards  Contact officer: Lesley Bell  Lesley.Bell@lbhf.gov.uk	
Cabinet	6 Dec 2021	<b>Improving private renting through discretionary property licensing</b>  The council has two discretionary property licensing schemes which expire in June 2022. The proposal is from June 2022 to June 2027 to continue to licence all Houses in Multiple Occupation and introduce a new Selective Licensing scheme to cover specific roads in the	Cabinet Member for the Environment	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation
	Reason: Affects 2 or more wards		Ward(s): All Wards  Contact officer: Ed Shaylor  Ed.Shaylor@lbhf.gov.uk	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet ( <i>other relevant documents may be submitted</i> )
		borough		and / or background papers to be considered.
Cabinet	6 Dec 2021	<b>Draft Railway Arches Supplementary Planning Document</b>  A document that contains guiding principles for development applications associated with railway arches. This document will, once adopted, supplement planning policy within the borough's adopted Local Plan.	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards  Contact officer: David Gawthorpe  David.Gawthorpe@lbhf.gov.uk	
Cabinet	6 Dec 2021	<b>Draft Affordable Workspace Supplementary Planning Document</b>  This document will contain planning guidance to enable the council to secure affordable workspace on new development in the borough. This document will supplement policies in the Council's Local Plan.	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards  Contact officer: David Gawthorpe  David.Gawthorpe@lbhf.gov.uk	
Cabinet	6 Dec 2021	<b>Variation of the Land Sale Agreement - Watermeadow Court</b>  Variation of the terms of the land sale agreement on Watermeadow Court	Cabinet Member for the Economy	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation
	Reason: Expenditure/ income over £5m & policies or new income, reserves use,		Ward(s): Sands End  Contact officer: Matthew Rumble  matt.rumble@lbhf.gov.uk	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
	overspend over £100K			and / or background papers to be considered.
Cabinet	6 Dec 2021  Reason: Expenditure/Income over £5m & policies or new income, reserves use, overspend over £100K	<b>Procurement Strategy for Mental Health Supported Housing</b>  Procurement strategy for our mental health supported housing in borough contracts.  PART OPEN  PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	Cabinet Member for Health and Adult Social Care  Ward(s): All Wards  Contact officer: Michele Roberts, Joanna McCormick Tel: 020 8834 4734, Tel: 0741207694 Michele.Roberts@lbhf.gov.uk, Joanna.Mccormick@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
<b>CABINET - 10 January 2022</b>				
Cabinet	10 Jan 2022  Reason: Expenditure/Income over £5m & policies or new income, reserves use, overspend over £100K	<b>Council Tax Support Scheme 22/23</b>  Since 2013, every council has been required to set its own Council Tax Support Scheme, setting out how it wants to help those on low income pay their council tax. The administration is determined to ensure that residents are no worse off than they would have been had the original council tax benefit regulations stayed in place, ensuring that lower income families are supported by the council. This report is not proposing to make any changes to	Cabinet Member for Finance and Commercial Services  Ward(s): All Wards  Contact officer: Kirsty Brooksmith Tel: 07785531091 Kirsty.Brooksmith@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.



Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (other relevant documents may be submitted)
		the Council Tax Support Scheme for 2022/23 other than the application of the annual uprating.		
Cabinet	10 Jan 2022  Reason: Expenditure/ income over £5m & policies or new income, reserves use, overspend over £100K	<b>Council Tax Base and Collection Rate 2022-23 and Delegation of the Business Rate Estimate</b>  This report is a statutory requirement that sets the council tax base for the purposes of the 2022/23 revenue budget.	Cabinet Member for Finance and Commercial Services  Ward(s): All Wards  Contact officer: Jamie Mullins Tel: 020 8753 1650 Jamie.Mullins@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	10 Jan 2022  Reason: Expenditure/ income over £5m & policies or new income, reserves use, overspend over £100K	<b>CAPITAL PROGRAMME MONITOR &amp; BUDGET VARIATIONS, 2021/22 (SECOND QUARTER)</b>  This report provides a financial update on the council's capital programme and requests approval for budget variations to the capital programme.	Cabinet Member for Finance and Commercial Services  Ward(s): All Wards  Contact officer: Andrew Lord Tel: 020 8753 2531 andrew.lord@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	10 Jan 2022  Reason: Affects 2 or more wards	<b>2021/22 Corporate Revenue Monitor - Month 6 (September 2021)</b>  Update of Financial Forecast for 2021-22 financial year	Cabinet Member for Finance and Commercial Services  Ward(s): All Wards  Contact officer: Gary Ironmonger Tel: 020 8753 2109 Gary.Ironmonger@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or



Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet ( <i>other relevant documents may be submitted</i> )
				background papers to be considered.
Cabinet	10 Jan 2022  Reason: Expenditure/ income over £5m & policies or new income, reserves use, overspend over £100K	<b>Managed services for temporary agency resources - approval to utilise previously agreed one year extension</b>  re-procurement of temporary agency resources	Cabinet Member for Public Services Reform  Ward(s): All Wards  Contact officer: Mary Lamont  mary.lamont@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

**CABINET - 7 February 2022**

Cabinet	7 Feb 2022  Reason: Expenditure/ income over £5m & policies or new income, reserves use, overspend over £100K	<b>FOUR YEAR CAPITAL PROGRAMME 2022/23 AND CAPITAL STRATEGY 2022/23</b>  This report presents the Council's four-year Capital Programme for the period 2022 to 2026.	Cabinet Member for Finance and Commercial Services  Ward(s): All Wards  Contact officer: Andrew Lord Tel: 020 8753 2531 andrew.lord@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	7 Feb 2022  Reason: Expenditure/ income over £5m & policies or new income, reserves	<b>CAPITAL PROGRAMME MONITOR &amp; BUDGET VARIATIONS, 2021/22 (THIRD QUARTER)</b>  This report provides a financial update on the council's capital programme and requests approval for budget variations to the capital programme.	Cabinet Member for Finance and Commercial Services  Ward(s): All Wards  Contact officer: Andrew Lord Tel: 020 8753 2531 andrew.lord@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision  Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet ( <i>other relevant documents may be submitted</i> )
	use, overspend over £100K			documentation and / or background papers to be considered.
Cabinet	7 Feb 2022	<b>REVENUE BUDGET AND COUNCIL TAX LEVELS 2022/23</b>  The 2021/22 revenue budget proposals regarding Council tax levels, investment and savings proposals, changes to fees and charges, budget risks, reserves and balances and equalities impact assessments.	Leader of the Council	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	
<b>CABINET - 19 April 2021</b>				
Cabinet	19 Apr 2022	<b>2021/22 Corporate Revenue Monitor - Month 9 (December 2021)</b>  Update of 2021-22 financial forecast	Cabinet Member for Finance and Commercial Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects 2 or more wards		Ward(s): All Wards	