

LONDON BOROUGH OF HAMMERSMITH & FULHAM

Report to: Full Council

Date: 25/02/2026

Subject: Hammersmith & Fulham Council, Joint Venture with a Local Authority Owned Trading Organisation to Deliver Managed Service Temporary and Interim Staffing Services

Report of: Councillor Rowan Ree, Cabinet Member for Finance and Reform

Report author: Lucy Robinson, Strategic Resourcing Lead

Responsible Director: Sukvinder Kalsi, Executive Director of Finance and Corporate Services

SUMMARY

This report details the proposal and feasibility of establishing a Joint Venture (JV) between Hammersmith & Fulham Council and a local authority owned trading organisation as detailed in Appendix 5 to deliver Managed Service Temporary and Interim staffing services. A comprehensive scoping and review exercise has been undertaken to assess the financial, legal, and operational requirements of forming this partnership. While the Council continues to seek reductions in the usage of agency staff it will monitor and scrutinise agency usage, however, in certain cases, it is more appropriate to engage temporary staff for specialist and short term assignments.

The JV aims to provide better control over agency staff expenditure, consolidate supply contracts, create commercial income opportunities, reduce reliance on agency workers, and improve recruitment processes and workforce planning. By working closely with the local community, the partnership will prioritise the creation of local jobs for local people, ensuring that residents benefit from employment opportunities within the borough.

The report outlines the business case, associated risks, and key considerations to support Hammersmith & Fulham's decision-making regarding the future provisions of its agency and interim staffing services.

RECOMMENDATIONS

1. To note that Appendices 1, 2, 3, 4 and 5 are not for publication on the basis that they contain information relating to the financial or business affairs of any particular person (including the authority holding that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 Business Case contained in Appendix 4 and to give in principal approval for the establishment of a Joint Venture between Hammersmith & Fulham Council with the identified partner organisation set out in Appendix 5 with the purpose of delivering Managed Service Temporary and Interim staffing services across all council departments and services.
3. The initial term of the JV will be for a period of six (6) years, with an option to extend by a further period of four (4) years.
4. To establish the JV as an LLP.
5. To delegate authority to the Executive Director of Finance & Corporate Services and Director of Legal Service in consultation with the Cabinet Member for Finance and Reform, to agree the JV agreement, ensuring compliance with all legal and regulatory requirements.
6. To provide updates to key stakeholders at key stages following approval.

Wards Affected: None

| Our Values | Summary of how this report aligns to the H&F Corporate Plan and the H&F Values |
|----------------------------|---|
| Building shared prosperity | <p>The Joint Venture will play a key role in building shared prosperity by embedding inclusive economic growth into its core operations. By working closely with the local community, the partnership will prioritise the creation of local jobs for local people, ensuring that residents are the first to benefit from employment opportunities within the borough.</p> <p>The Joint Venture will:</p> <ul style="list-style-type: none"> • Support returners to work, including parents, carers, and those who have experienced long-term unemployment, by offering flexible roles and tailored pathways back into the workforce. • Tackle youth unemployment by partnering with local schools, colleges, and training providers to create entry-level opportunities, apprenticeships, and career development programmes for young people. • Promote social mobility by removing barriers to employment and ensuring |

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| | <p>fair access to opportunities for all residents, regardless of background.</p> <ul style="list-style-type: none"> • Strengthen the local economy by reinvesting surplus income into community initiatives and supporting local suppliers through an open and inclusive supply chain. <p>Through these actions, the Joint Venture will help deliver on the Council’s vision of a fairer, more inclusive borough—where prosperity is shared, and every resident has the opportunity to thrive.</p> |
| <p>Creating an inclusive and compassionate council</p> | <p>The Joint Venture will actively support Hammersmith & Fulham’s ambition to be an inclusive and compassionate council by embedding fairness, equality, and dignity at the heart of its recruitment practices. All recruitment will be conducted with a commitment to equal and fair treatment for every candidate, regardless of background, identity, or circumstance. The Joint Venture will adopt inclusive hiring practices, ensure accessibility throughout the recruitment process, and promote opportunities to underrepresented groups within the borough. By working closely with local partners and community organisations, the Joint Venture will help remove barriers to employment and create pathways into meaningful work, ensuring that everyone has the opportunity to contribute to and benefit from public service in H&F.</p> |
| <p>Doing things with local residents, not to them</p> | <p>The Joint Venture will embody Hammersmith & Fulham’s commitment to co-production ensuring residents benefit from local employment opportunities. The partnership will work collaboratively with local communities, employment services like H&F Works, and internal teams to understand residents’ needs, aspirations, and barriers to employment. This inclusive approach ensures that services are designed with residents at the centre, empowering them to access meaningful work, contribute to public services, and help shape a workforce that reflects the borough’s diversity and values.</p> |

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| Being ruthlessly financially efficient | The Joint Venture will deliver significant financial benefits by reducing outsourced vendor fees and supply chain mark-ups, the Council will achieve direct cost savings. Additionally, the model enables the generation of rental income and dividend payments, allowing the Council to capture a share of the profit margin that is currently retained by private sector providers. These efficiencies will contribute to a more sustainable and value-driven approach to temporary staffing. |
| Taking pride in H&F | All agency workers recruited through the Joint Venture will play an active role in delivering the Council's vision of 'Taking pride in H&F', a commitment to making the borough a stronger, safer, and kinder place for everyone, whilst contributing to high-quality, resident-focused services that reflect the pride and ambition of the local community |
| Rising to the challenge of the climate and ecological emergency | The Joint Venture will be designed to prioritise employment opportunities for Hammersmith & Fulham residents, supporting local economic growth and community development. It will collaborate closely with existing council initiatives such as H&F Works and the internal strategic resourcing team to actively promote job opportunities within the borough. By focusing on local recruitment, the Joint Venture will also encourage more sustainable commuting practices, helping to reduce the borough's overall carbon footprint and support the Council's environmental objectives. |

Financial Impact

- Please see Appendix 1, 2 and 3 for detailed financial implications.
- The Council has historically relied on agency staff as part of its workforce strategy, incurring charge rate and management fees.
- A new Public-to-Public Joint Venture is proposed to manage temporary staffing and deliver financial benefits through profit-sharing via dividends and rental income, as well as through lower agency rates via a bespoke rate card.

- The Council will contribute towards initial setup costs, funded through a short-term working capital loan, which will be repaid with interest over 2–3 years.

Alex Pygram, Head of Finance, Finance and Corporate Services, 9 December 2025

Verified by James Newman, AD Finance, 15 December 2025

Legal Implications

The Council's duty when procuring services is to achieve "*best value*" under section 3 of the Local Government Act 1999 – "*to secure continuous improvement in the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness*".

The Business Case contained in Appendix 4 explains why officers consider that establishing a joint venture will achieve best value for the Council.

The Council has power under section 1 of the Localism Act 2011 to establish a joint venture. In accordance with the Local Government (Best Value Authorities) Power to Trade (England) Order 2009, before carrying out any commercial activity, the Council must approve the Business Case. In this regard the Council must be satisfied that the Business Case accurately sets out the objectives of the joint venture, the investment and resource required, the risks that the joint venture is likely to face, the significance of those risks together with the expected financial results and other outcomes that the venture is expected to be achieved.

The Council has taken specialist external legal advice on the structure of the joint venture – either a Limited Liability Partnership (LLP) or company limited by shares. It is recommended that an LLP be established because although an LLP is a separate entity it has no share capital and is a more transparent entity.

As explained in the report the joint venture will source temporary staffing, generating a significant saving for the Council. As the benefits of the joint venture are realised, it is possible that the Council might wish to offer the services of the joint venture to external bodies. This would constitute trading by the Council, which may only be carried through a company.

In order to preserve the ability of the Council to provide services to third parties, the LLP agreement will permit the establishment of a subsidiary company wholly owned by the LLP which will carry out any trading on behalf of the Council. This model aligns well with established principles of public-sector trading. Commercial trading is carried out through a company, satisfying expectations under the Localism Act 2011, while the LLP remains focused on delivering services to its member authorities.

Again, as explained in the report, there are a number of legal, regulatory and governance issues that need to be resolved ahead of the LLP being established. These include its governance arrangements, the Council's control of the venture, taxation, the ability of the LLP to establish a subsidiary company, compliance with information governance and data protection legislation and clear termination arrangements. If approval to establish a joint venture is given, officers will carry out

all due diligence before submitting further, more detailed advice to agreed key stakeholders to enable a final decision on the establishment of the joint venture to be made.

Glen Egan, Assistant Director of Legal Services 15 December 2025

Procurement Comments

The proposed joint venture for the provision of managed services and interim staffing will be established under the Vertical Arrangement as set out in Schedule 2, paragraph 2, of the Procurement Act 2023.

This exemption permits contracting authorities to award contracts directly to a controlled entity without a competitive procurement process provided that:

- The authorities exercise joint control over the entity comparable to their own departments;
- The entity conducts at least 80% of its activities for the controlling authorities;
- There is no private ownership or external influence.

This approach ensures compliance with procurement legislation, whilst enabling the Council to achieve strategic objectives, including cost efficiency, improved service quality and enhanced governance.

Subject to the approval sought in this report, a record of the decision, along with the signed agreement entered by the Council, must be uploaded on the Council's e-procurement portal capitalESourcing in line with audit and transparency requirements.

A Contract Manager must also be assigned and named via the portal.

Taiwo Adelano, Category Specialist, 05 December 2025.

Background Papers Used in Preparing This Report

None.

DETAILED ANALYSIS

Background

1. The Council currently relies on agency staff to fill temporary and hard-to-recruit roles. While the use of agency workers remains essential for service delivery, the complexity and specialisation of certain required roles has meant an agency vendor model has been the most effective solution. At present, Hammersmith & Fulham Council has a contractual arrangement, operating as a Neutral Vendor, to manage temporary and interim staffing needs.

2. A Neutral Vendor is an independent intermediary that manages the supply of temporary or permanent staff through multiple agencies. They provide a fair and transparent process, ensuring the best candidates are sourced from a wide pool of suppliers.
3. The current neutral vendor agency contract is set to expire at the end of September 2026.
4. In light of ongoing budgetary pressures, the Council sees this as a timely opportunity to explore more cost-effective and efficient alternatives for sourcing temporary staff.
5. The proposal outlines a plan for Hammersmith & Fulham Council to enter a Public-to-Public Joint Venture with a local authority owned trading organisation following the end of its neutral vendor agency contract.
6. The JV partnership would enable the Council to jointly deliver recruitment and resourcing services.

Reasons for Decision

7. Considering increased budgetary pressures and ongoing national recruitment challenges, particularly in area such as social work, planning, building control and other specialist professions and sectors, the Council recognises the need to adopt a more efficient and strategic approach to temporary recruitment.
8. The proposed Agency Joint Venture aims to establish a public-to-public partnership. This model is designed to:
 - a. Enhance the quality and flexibility of agency staffing provision across all council services.
 - b. Maximise local employment opportunities and support community shared prosperity.
 - c. Generate financial returns for the Council through shared profits and reduced reliance on private sector providers.
9. Under this proposal, the Joint Venture would operate as a vertical arrangement compliant entity, either a company limited by shares or a limited liability partnership (LLP) with a robust formal governance structure to support key decision making.
10. It is proposed to establish an LLP as it is a separate, transparent entity without share capital and it will also enable the Council to retain the ability to trade in the future through the creation of a wholly owned subsidiary to conduct trading activities on the Council's behalf.
11. It would function as a Master Vendor, directly managing the supply of temporary and interim staff.

12. Approved suppliers will be engaged through a centrally managed Open Framework, with clear KPI expectations and defined pricing controls to ensure a fair, unbiased, and transparent procurement process. Pricing structures will be adapted in areas where 100% direct fulfilment is anticipated, enabling further savings for the council. The Open Framework will operate for a maximum period of eight years before retendering.
13. The vertical arrangement JV would remain valid and compliant, with only classification changes in the regulations.
14. The Joint Venture would:
 - a. Source and place skilled, qualified candidates across all council departments.
 - b. Support permanent recruitment efforts, particularly in hard to fill roles, by offering additional search and resourcing capabilities.
 - c. Facilitate the conversion of high performing agency workers into permanent roles, under terms consistent with current supplier arrangements.
15. To ensure effective delivery, the Joint Venture would seek to employ experienced fulfilment consultants based within the borough.
16. These consultants would proactively source candidates and manage placements under a robust service level agreement, with performance monitored regularly.
17. The identified JV partner brings proven expertise in establishing and operating similar ventures as detailed in Appendix 5. and currently maintains successful partnerships with eight (8) local authorities.
18. Financially, the Council would benefit from rental income and dividend payments, capturing a share of the profit margin currently retained by private sector suppliers as detailed in Appendix 1 and 3. Dividends would be distributed equally between the parties from the Joint Venture's retained surplus.
19. Governance of the Joint Venture would be overseen by a board of directors appointed by both parties, operating under a shareholder agreement and joint accountability framework to ensure transparency and strategic alignment.
20. It is on this basis that the Council seeks approval to enter a Joint Venture, with the purpose of delivering recruitment agency services across all council departments and services.

Specification Summary

21. Our purpose and aim is to deliver a high-quality, cost-effective, and socially responsible temporary staffing and recruitment service that supports the Council's strategic priorities.

22. The JV will operate as a Master Vendor managed service, sourcing candidates for temporary/interim roles and managing a supply chain of agencies for unfilled requirements.
23. It will be set up as a vertical arrangement compliant organisation (company limited by shares or LLP), ensuring compliance with public procurement regulations and enabling direct service provision to the Council.
24. Both parties will have equal controlling shares, with joint governance and operational boards overseeing performance, strategy, and compliance.
25. Strategic Objectives
 - a. Deliver a financially efficient recruitment model aligned with H&F's "ruthlessly financially efficient" priorities.
 - b. Support inclusive, fair, and compassionate recruitment practices.
 - c. Provide a flexible, scalable service that meets the evolving needs of the Council.
 - d. Enable shared prosperity through local job creation, youth employment, and return-to-work support.
26. Scope of Services
 - a. Provision of temporary and interim staffing across all Council departments.
 - b. Direct fulfilment and supply chain management via a Master Vendor model.
 - c. Candidate attraction, screening, and placement.
 - d. Workforce planning and strategic resourcing support.
 - e. Conversion of agency workers to permanent roles where appropriate.
 - f. Management of a Dynamic Purchasing System (DPS) and Dynamic Market (post 2029) for agency supply.
 - g. Delivery of social value initiatives and local employment programmes.
27. Governance and Structure
 - a. Vertical arrangement compliant entity (Company Limited by Shares or LLP).
 - b. Jointly owned by the parties (50/50 shareholding).
 - c. Governed by a Shareholder Agreement and Joint Accountability Statement.
 - d. Oversight by a Board of Directors with representation from both parties.
 - e. Performance monitored through KPIs and Service Level Agreements (SLAs).
28. Financial Model – please refer to Appendix 1, 2 and 3
 - a. Initial start-up costs shared on a 50:50 split
 - b. Bespoke rate card to balance between initial cost savings, income and role fulfilment to ensure service delivery.
 - c. Reduction of outsourced vendor fees and mark-ups.
 - d. Shared dividend payments from retained surplus (50/50 split).
 - e. Rental income to the Council from JV operations.
 - f. Transparent cost structure.

29. Social Value and Community Impact
 - a. Prioritisation of local residents for employment opportunities.
 - b. Collaboration with H&F Works and community partners.
 - c. Support for youth employment, returners to work, and underrepresented groups.
 - d. Promotion of sustainable travel and reduced carbon footprint.
 - e. Building on the councils Employer Value Proposition.

30. Technology and Infrastructure
 - a. Access to JV partners integrated IT systems: CRM, candidate portal, vacancy management, pay/bill platform.
 - b. Dedicated recruitment website and marketing tools.
 - c. Data-driven reporting and workforce analytics.

31. Staffing and Delivery
 - a. Fulfilment consultants based in H&F to directly source candidates.
 - b. Experienced account managers and recruiters with sector specific expertise.
 - c. Access to a vetted supply chain of 300+ agencies across all specialisms.
 - d. High retention rate of supply agencies (99.4%).

Analysis of Options

32. In evaluating the future approach to agency staffing, the Council has considered several alternative arrangements. However, these options are not expected to deliver the same level of financial and strategic benefits as the proposed Joint Venture model.

33. **In-House Delivery by Hammersmith & Fulham**
 - a. **Pros:**
 - i. Greater control over recruitment processes and governance, allowing for tailored approaches aligned with Hammersmith & Fulham's specific needs.
 - ii. Improved candidate quality via internal knowledge.
 - iii. Integration with other recruitment streams (e.g. permanent roles).
 - iv. Potential for external trading under vertical arrangement exemption.
 - v. Stronger engagement with hiring managers.
 - vi. Social value impact and local employment benefits.
 - vii. Flexibility to adapt services and offerings.
 - viii. Full cost savings by removing outsourced fees and mark-ups
 - b. **Cons:**
 - i. Lack of internal experience in establishing a commercial recruitment function at the scale required to meet current interim staffing demands.
 - ii. High initial setup costs (legal, IT, property, marketing, etc.).
 - iii. Requires development of HR policies, contracts, and SLAs.

- iv. Need to recruit experienced staff and account managers.
- v. Ongoing operational and system maintenance costs.
- vi. Full risk and accountability for failure.
- vii. Limited time to develop and implement a fully functional in-house framework.
- viii. Missed opportunity to benefit from the expertise and infrastructure of an experienced partner.

34. Joint Venture (vertical arrangement) Managed Service

c. Pros:

- i. Council retains governance control.
- ii. Prioritised recruitment for the Council.
- iii. Improved candidate quality and employer value proposition.
- iv. Shared setup costs and legal frameworks with experienced partner.
- v. Access to established systems, supply chains, and experienced personnel.
- vi. Dividend returns to shareholders.
- vii. Enhanced social value and local economic impact.
- viii. Flexibility and scalability.
- ix. Proven success with other councils.
- x. Rental income and external trading opportunities.

d. Cons:

- i. Profit is shared with the JV partner (not fully retained).
- ii. Requires careful partner selection to ensure alignment.
- iii. Additional mobilisation effort compared to outsourcing.
- iv. Shared investment must be justified by sustainable returns.
- v. Profitability still dependent on Council demand.

35. Competitive Further Competition tender via framework

e. Pros:

- i. Enables market innovation and competition within a transparent procurement process.
- ii. Lower upfront cost with off-the-shelf solutions.
- iii. Minimal internal resource required for supply chain management.
- iv. Existing Council experience in managing supply chains.
- v. The Council can seek the most advantageous tender and apply its own terms and conditions.
- vi. The Council has an established procurement team capable of managing the risks associated with open tendering.

f. Cons:

- i. Bespoke system modifications can be costly.
- ii. Limited financial saving opportunities.
- iii. Risk of reduced candidate quality due to “fastest finger first” culture.
- iv. May require additional internal screening resources.
- v. Still requires investment in contracts and SLAs.
- vi. Returning to market without leveraging lessons learned may result in missed opportunities for improvement.

- vii. Continued reliance on external vendors means ongoing payment of agency fees.
- viii. Typical agency margins range from 5% to 10% of total spend, while Managed Service Providers (Neutral Vendors) charge around 0.5%.

36. Direct award via Framework call-off; MSTAR4 London Collaboration ESPO framework – Master Vend: Adecco

g. Pros:

- i. Full accountability lies with the external provider.
- ii. Service credits can offset performance issues.
- iii. Specialist recruiters for each staff category.
- iv. Potential for social value investment.
- v. Higher service quality than Neutral Vendor models.
- vi. Providers have direct recruitment expertise.

h. Cons:

- i. Potential for poor performance if provider underbids.
- ii. Resistance from managers to use external systems.
- iii. Risk of hybrid models with limited expertise in key areas.
- iv. Rigid model with limited flexibility.
- v. TUPE complications on exit.
- vi. Risk of delayed fulfilment and off-contract spend.

Market Analysis and Engagement

- 37. Market engagement was undertaken for this requirement.
- 38. The market engagement consisted of exploring both commercial and procurement routes.
- 39. Attending the MSTAR4 Launch Event - 16th October 2024 where the MSTAR4 London collaboration suppliers, Adecco and Matrix presented their offer.
- 40. Financial modelling against 42 suppliers across on the ESPO (Eastern shires purchasing organisation) MSTAR4 and MSTAR4 London collaboration as well as suppliers on the YPO (Yorkshire purchasing organisation).
- 41. Financial implications and sensitivity modelling of the Joint Venture as set out in Appendix 1, 2 and 3 demonstrate the financial impact.
- 42. The five-part business case model also gives a consistent, holistic framework for evaluating proposals in Appendix 4.
- 43. The table below sets out key findings from the business case, found in Appendix 4.

| Category | Benefit / Business Case Element | Details & Rationale |
|-----------------|---|---|
| Strategic Fit | Alignment with LBHF priorities, values, and ambitions | JV supports H&F's corporate plan: shared prosperity, social |

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| | | mobility, tackling youth unemployment, supporting returners, prioritising local jobs, inclusive hiring, and social value. |
| Current Situation | Addresses expiring neutral vendor contract and high agency staffing costs | JV offers a cost-effective, strategic, locally focused alternative, reducing reliance on private sector providers and improving workforce planning. |
| Value for Money | Cost-neutral front end, savings from reduced vendor fees, shared surplus, improved direct fulfilment | Enables reinvestment in community initiatives and supports local economic growth. |
| Social Impact | Creation of local jobs, support for youth and returners, promotion of social mobility | Income reinvested. |
| Risk Management | Robust mobilisation planning, clear governance, ongoing performance monitoring | Mitigates risks like mobilisation complexity, service disruption, partner alignment, and market engagement. |
| Legal Compliance | Vertical arrangement compliant | Ensures JV is lawful under Procurement Act 2023. |
| Commercial Viability | Public-to-public partnership, exempt from procurement, shared risk and investment, 50/50 ownership and profit split | Robust governance (Board of Directors, operational board, KPIs/SLA), risk managed through supply chain engagement and step in clauses. |
| Financial Affordability | Shared start-up costs via interest-bearing loans, repayable over 6 years, working capital managed by quarterly advances | Modelled on 7 staff, funding via partner loans, rental income / dividends flow back to council. Financial risks mitigated by scenario modelling and robust controls. |
| Deliverability | 6-month mobilisation, clear governance, detailed planning, exit strategy, KPIs for fulfilment, cost savings, employment | Board of Directors, operational board, business manager, regular reviews, exit with 12 months' notice, financial risk limited to unrepaid loans. |
| Equality & Climate | Embeds EDI, supports local SMEs, encourages sustainable commuting | Holistic approach connects all five dimensions. |
| Comparison to Alternatives | JV offers greater strategic and financial benefits than in-house or further competition tender options | Shared setup costs, access to systems/personnel, dividend returns, enhanced social value, flexibility, proven success with other councils. |

44. The JV option is designed to maximise strategic alignment, financial efficiency, and social impact for LBHF.

45. It leverages partnership strengths, legal compliance, and robust governance to mitigate risks and deliver sustainable value.
46. Compared to other models (in-house, competitive tender, framework call-off), the JV offers a balanced approach to control, cost, and community benefit.

Conflicts of Interest

47. All officers and decision makers, including elected members (where appropriate), have been required to complete a Conflict of Interest Declaration form to record any actual, potential, and/or perceived conflicts, along with appropriate mitigations (as appropriate), on the Conflicts Assessment.
48. Approval of, by way of signing, this strategy by the elected member constitutes their declaration that they do not have any actual, potential, and/or perceived conflicts, relevant to this procurement, except where a specific Conflict of Interest Declaration form has been completed and provided, advising differently.
49. The Conflicts Assessment will be kept under review and updated throughout the life of the project (from project inception to contract termination).

Local Economy and Social Value

50. The agency staffing and recruitment market is mature and well-developed, with a mix of national providers, regional specialists, and niche agencies. The market is highly segmented, offering a wide range of providers across different sectors such as social care, IT, education, and administration. This diversity presents opportunities for strategic partnerships like Joint Ventures.
51. The Joint Venture model, particularly under a vertical arrangement compliant structure, is gaining traction in the public sector. The JV partner have established successful partnerships with multiple councils, demonstrating a proven and scalable model with access to a vetted supply chain of over 300 agencies.
52. The Joint Venture presents a strong opportunity to engage with the local supply chain, including SMEs, voluntary sector organisations, and social enterprises, particularly through a Dynamic Purchasing System (DPS) that is open and inclusive.
53. The Joint Venture closely aligns to the Upstream Strategy which aims to transform H&F into a global economic hotspot by creating high-quality jobs and skills pathways for residents, particularly in high-growth sectors like science, technology, engineering, maths, medicine, and media (STEM³).
54. The Joint Venture will prioritise local recruitment, offering residents access to temporary and interim roles across the Council.

55. It will work with partners such as H&F Works, local colleges, and training providers to support youth employment, returners to work, and career changers, aligning with the Upstream Pathway Bond initiative.
56. The Joint Venture will embed equality, diversity, and inclusion in its recruitment practices, ensuring fair access to opportunities for underrepresented groups.
57. It will also promote social value by engaging with local SMEs and voluntary sector organisations through an open supply chain model.
58. The Joint Venture will work with residents, not just for them, engaging local voices in shaping recruitment campaigns, identifying barriers to employment, and co-designing support services.
59. The Joint Venture represents a modern, collaborative model of public service delivery, leveraging the expertise of JV partner while retaining Council oversight and reinvesting surplus into community priorities.
60. The JV could be structured to prioritise Greater London-based businesses and SMEs, in line with H&F's commitment to building shared prosperity. While full reservation may be limited by procurement regulations, the JV can implement weighted evaluation criteria that favour local economic impact, community engagement, and social value delivery.

People Based Considerations

61. The Transfer of Undertakings (Protection of Employment) Regulation 2006 (UKSI 2006/246) (TUPE) is likely to be applicable to this contract. Any TUPE implications will be addressed in the JV agreement and are factored in the EIA and will be reviewed as necessary.

Risk Assessment and Proposed Mitigations

62. Financial Risks
 - a. Initial Investment: Although shared, the JV requires upfront investment in legal, IT, marketing, and operational infrastructure.
 - b. Return on Investment (ROI): If demand for temporary staffing decreases, the JV may struggle to generate sufficient surplus to justify the investment.
63. Operational Risks
 - c. Mobilisation Complexity: Setting up a JV is more complex than outsourcing. It requires coordination, governance setup, and integration of systems and processes. Impact on wider stakeholder capacity to support with mobilisation.
 - d. Service Disruption: Transitioning from the current provider to the JV could disrupt service continuity if not carefully managed. Transition of agency workers on existing fees and length of service.
 - e. TUPE Implications: If applicable, TUPE transfers must be handled sensitively to avoid legal or reputational issues.

- f. Direct fulfilment rates: JV team meeting KPIs and SLA to meet direct fulfilment rates and reduce costs.
 - g. Property: Securing a location to operate the Joint Venture from on a permanent basis.
64. Strategic and Governance Risks
- h. Partner Alignment: Success depends on strong alignment between the Council and the JV partner in terms of values, objectives, and culture.
 - i. Governance Challenges: Shared decision-making can slow responsiveness or lead to conflicts if roles and responsibilities are not clearly defined.
 - j. Reputational Risk: As a public-facing entity, any failure in service delivery or employment practices could reflect poorly on the Council.
65. Market and Supply Chain Risks
- k. Supplier Engagement: Some agencies may be reluctant to work under a new JV model, especially if they perceive it as restrictive or less profitable.
 - l. Candidate Quality: If the JV fails to attract high-quality candidates, it could impact service delivery across the Council.
 - m. Market Competition: The JV must remain competitive with private sector providers in terms of speed, quality, and innovation.
66. Legal and Compliance Risks
- n. vertical arrangement compliance: The JV must maintain vertical arrangement exemption criteria to avoid triggering public procurement obligations.
 - o. Data Protection: Handling candidate and employee data requires robust UK GDPR compliance and secure IT systems.
 - p. Employment Law: The JV must ensure fair and lawful treatment of all workers, including those potentially transferring under TUPE.
67. Mitigations
- q. Plan for mobilisation and integration challenges.
 - r. Monitor financial performance and market engagement.
 - s. Establish clear exit arrangements and dispute resolution mechanisms.
 - t. Ensure robust governance and operational readiness.
 - u. Carefully assess and review financial assumptions and associated risks.
 - v. Maintain flexibility to adapt to changing needs.

Commercial Arrangement Duration Considerations

68. The Commercial arrangement will run for a minimum of seventy-two (72) months, with the option for a further forty-eight (48) month extension, in essence a maximum one hundred and twenty (120) month term, with a mutual termination clause of twelve (12) months' notice.

Timetable

| | Action | Date |
|-----|-------------------------------------|----------------------------|
| 1. | Commercial Board | 22 July 2025 |
| 2. | RMB/SLT Sign off | 24 July 2025 |
| 3. | Contract Assurance Board | 10 December 2025 |
| 4. | SLT Meeting | 17 December 2025 |
| 5. | Member | 22 December 2025 |
| 6. | Political Cabinet | 19 January 2026 |
| 7. | Key Decision Entry | 25 February 2026 |
| 8. | Programme Initiation & Design Phase | 01 March 2026 (1-2 months) |
| 9. | Implementation Phase | 01 May 2026 (3-6 months) |
| 10. | Launch of Joint Venture | 01 October 2026 |

Commercial Arrangement Management

69. Services must be performed to the standards set out in the Service Level Agreement (SLA).
70. Outcomes include:
- a. Efficient and timely fulfilment of temporary/interim staffing needs
 - b. Improved recruitment processes and workforce planning
 - c. Conversion of temporary staff to permanent roles
 - d. Delivery of social value to local communities
 - e. Cost control and reduction of reliance on external agencies
71. KPIs include:
- a. Fulfilment rates: Minimum of 98% for standard assignments; 95% for hard-to-fill roles
 - b. Time to fill: Assignments filled within agreed timescales (e.g., urgent requests within 4 hours, standard within 2–3 days)
 - c. Service quality assessments: Feedback from hiring managers and temporary workforce
 - d. Agency compliance: Audit reports, safeguarding, and quality standards
 - e. Social Value delivery: Local employment, community engagement, and sustainability measures
 - f. Financial performance: Cost savings, dividend generation, and reduction in off-contract spend
 - g. Failure to meet critical KPIs (e.g., fulfilment rates, service levels) can trigger service credits, penalties, or impact dividend distribution between JV partners.
72. Relationship Management (Post-award)
- a. The relationship with the JV will be managed by the Operational Board, which includes senior representatives from both parties, plus a dedicated Business Manager for H&F.

- b. The Business Manager is responsible for day-to-day service delivery, stakeholder communication, and reporting to the Operational Board.
73. Performance is assessed and monitored regularly:
 - a. Monthly account reviews with hiring managers
 - b. Quarterly board meetings for statutory duties and strategic oversight
 - c. Annual audited accounts
 - d. Ongoing KPI monitoring and reporting as specified in the SLA
74. Social Value is embedded in the JV's objectives and measured through:
 - a. Local employment opportunities
 - b. Youth and return-to-work pathways
 - c. Fair recruitment practices
 - d. Environmental sustainability (e.g., reduced commuting emissions)
 - e. Regular reporting and assessment of Social Value outcomes
75. Annual Inflationary Uplifts
 - a. Any uplifts would need to be negotiated and justified, typically to ensure the JV remains financially viable and can cover increased costs (e.g., salaries, operational expenses).
 - b. Uplifts, if applied, would be agreed by both JV partners and reflected in the annual business plan and contract terms.

Commercial Implications

- The proposed Joint Venture (JV) is a move from a neutral vendor arrangement to a public-to-public partnership, enabling the council to retain greater control over service delivery, governance, and financial outcomes.
- The JV will operate as a vertical arrangement compliant entity, jointly owned on a 50:50 basis, and governed by a Shareholder Agreement and Joint Accountability Framework.
- The commercial benefits include shared investment and risk reducing financial exposure, operational efficiency with access to an established supply chain of agencies and experienced personnel, this will accelerate mobilisation and reduce overheads. The council will also receive rental income and dividend payments from JV profits alongside cost savings from bespoke rate cards and reduced agency fees.
- Risks including mobilisation complexity, partner alignment, and market engagement challenges have been considered in the report; offering mitigation through robust governance, clear exit strategies, and scenario-based financial modelling. The JV also embeds social value objectives by prioritising local employment and sustainability; this aligns with the council's corporate priorities.

Equality and Inclusion Implications

76. The EIA in Appendix 6 demonstrates a strong commitment to advancing equity, diversity, and inclusion across all protected characteristics under the Equality Act 2010. The Council's approach is holistic, addressing overlapping barriers and ensuring that equality principles are embedded in all aspects of the joint venture, from recruitment to workforce development. Analysis of current workforce data and borough demographics informed the assessment.
77. The analysis finds a positive impact for all protected characteristics, including age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion/belief, sex, sexual orientation, and care experience. Each group benefits from targeted initiatives, inclusive policies, and ongoing support mechanisms. For example, we provide reasonable adjustments during recruitment and ensure workplace accessibility for Disabled colleagues. Flexible working opportunities and supportive family friendly leave policies benefit those who have caring responsibilities, are pregnant or on family related leave. We also promote cultural awareness, offer Multi faith rooms, respect dietary needs, and ensure LGBTQ+ inclusive policies, and equity of access to opportunities for all ages. These measures help ensure fairness and support for individuals with protected characteristics across our organisation.
78. Where TUPE applies, the Council commits to mitigating any equality risks during transition for example maintaining reasonable adjustments for Disabled employees, safeguarding existing accommodations through an iterative process.
79. The process is designed to be iterative, with regular reviews and updates to address emerging issues. Monthly meetings with the EDI Lead are scheduled to ensure ongoing compliance and to adapt to any new equality challenges that arise during implementation. The council will also consider adding KPIs or measurable outcomes (e.g., % of local hires from underrepresented groups).
80. The Council will ensure that all employment and service delivery processes uphold the principles of fairness, equality, and respect for human rights, guided by the Human Rights Act 1998 and the UN Convention on the Rights of the Child (UNCRC). Safeguarding and safer recruitment policies are integral to the approach.

Strategic Lead for EDI, Yvonne Okiyo, 25th November 2025

Risk Management Implications

81. There are no significant risks in addition to those shown above.

Jules Binney, Risk and Assurance Manager, 8th January 2026

Climate and Ecological Emergency Implications

82. The climate and ecological impacts of the proposed Joint Venture are centred on reducing the borough's carbon footprint through local recruitment, promoting sustainable commuting, and embedding environmental sustainability into service delivery and performance management. These efforts are closely aligned with Hammersmith & Fulham Council's climate and ecological emergency objectives, ensuring that the JV not only delivers economic and social value but also contributes to the borough's environmental goals.

Charlotte Slaven, Head of Climate Strategy & Engagement, 21st November 2025.

Local Economy and Social Value Implications

83. Due to the nature of this being a joint venture, as opposed to a standard procurement of goods and/or services, the standard Social Value implications are not triggered by this process.
84. This report indicates that Social Value will still underpin this venture and that local employment, youth employment and carbon reduction schemes will be inherent to the contractual arrangements.
85. It is recommended that the commissioning officer still works with the Social Value Officer to ensure that any Social Value practices embedded into this arrangement are aligned with the Council's priorities and are reflected in any sub-contracting the joint venture may undertake.

Harry Buck, Social Value Officer (Procurement), 20th November 2025

Digital Services and Information Management Implications

86. Digital services have been informed of the intention to launch a Joint Venture to deliver Managed Service Temporary and Interim staffing services. Digital services should be engaged during preparing for the technology and infrastructure elements of this joint venture; including in relation to access to the JV partner IT systems, any integrations with H&F systems, websites and marketing tools, and data/analytics requirements. It is important that Digital Services continue to be an integral part of the exercise to ensure that any IT requirements are met, that all necessary safeguards, permissions and budgets are in place, and that any IT work undertaken is in alignment with the digital strategy.
87. JV partner will be expected to have a Data Protection policy in place and staff will be expected to have received Data Protection training. Any joint venture agreements will need to include H&F's data protection and processing schedule. This is compliant with the UK Data Protection law.
88. The service have already begun work on a Data Protection Impact Assessment (DPIA) in Appendix 7, this should be reviewed and updated as appropriate, and a Supplier Security Questionnaire via the Risk Ledger platform maybe required

for the Joint Venture once set up. Information Management should be consulted.

89. H&Fs approved cyber security clauses must be incorporated into all new and renewed contracts regardless of value, or framework. Legal advice should be sought on how to incorporate the cyber security clauses into agreements which do not use our H&F contract templates.
90. The service should engage with Digital Services prior to enabling any generative AI functionality, to ensure compliance with corporate AI strategy, governance, security, and privacy requirements. The AI Governance Framework form must be completed for any enhancements to existing solutions, as well all new projects and contracts deploying AI capabilities. If colleagues are unsure as to whether a new function falls within the AI framework, they should discuss with DS.
91. This is a legal requirement and must be considered from the start, covering the front- and back-end of any systems utilised. Digital tools and services must be accessible to everyone – staff and the public. If a system has major accessibility issues, it should be treated as incomplete.

Implications completed by Cinar Altun, Strategy Lead – Digital Services, 3 December 2025

Property Implications

92. The proposed new team (estimated at 8.0 FTEs) can be accommodated within the Council's existing property portfolio, likely in space that would be retained at 145 King Street, post-decant of LBHF teams into the Civic Campus. The proposed team being 'in-house' raises no issues of access control, physical separation and the like, moreover the additional income generated from this team will help to offset continued running costs of 145 King Street on a meanwhile basis. Should redevelopment plans for 145 King Street accelerate, other opportunities to accommodate this team within the existing portfolio can be realised.

*Verified by Ian Church, Assistant Director, Corporate Property and Health & Safety
2 December 2025*

LIST OF APPENDICES

- Exempt Appendix 1 – Financial Implication
- Exempt Appendix 2 – Loan Details
- Exempt Appendix 3 – Financial model
- Exempt Appendix 4 – Business Case
- Exempt Appendix 5 – Joint Venture Partner
- Appendix 6 – Equalities Impact Assessment (EIA)
- Appendix 7 – Data Protection Impact Assessment (DPIA)



H&F Equality Impact Analysis Tool

Conducting an Equality Impact Analysis

An EIA is an improvement process which helps to determine whether our policies, practices, or new proposals will impact on, or affect different groups or communities. It enables officers to assess whether the impacts are positive, negative, or unlikely to have a significant impact on each of the protected characteristic groups.

The tool is informed by the [public sector equality duty](#) which came into force in April 2011. The duty highlights three areas in which public bodies must show compliance. It states that a public authority must, in the exercise of its functions, have due regard to the need to:

- 1. Eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited under the Equality Act 2010**
- 2. Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it**
- 3. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it**

Whilst working on your Equality Impact Assessment, you must analyse your proposal against these three tenets.

General points

1. In the case of matters such as service closures or reductions, considerable thought will need to be given to any potential equality impacts. Case law has established that due regard cannot be demonstrated after the decision has been taken. Your EIA should be considered at the outset and throughout the development of your proposal, it should demonstrably inform the decision, and be made available when the decision is recommended.
2. Wherever appropriate, the outcome of the EIA should be summarised in the Cabinet/Cabinet Member report and equalities issues dealt with and cross referenced as appropriate within the report.
3. Equalities duties are fertile ground for litigation and a failure to deal with them properly can result in considerable delay, expense, and reputational damage.
4. Where dealing with obvious equalities issues e.g. changing services to disabled people/children, take care not to lose sight of other less obvious issues for other protected groups.
5. If you already know that your decision is likely to be of high relevance to equality and/or be of high public interest, you should contact the Strategy & Communities team for support.

Further advice and guidance can be accessed online and on the intranet:

<https://www.gov.uk/government/publications/public-sector-equality-duty>

<https://officesharedservice.sharepoint.com/sites/Governance/SitePages/Reports.aspx>

H&F Equality Impact Analysis Tool

| Overall Information | Details of Full Equality Impact Analysis |
|---|---|
| Financial Year and Quarter | 2025 /Q3 |
| Name and details of policy, strategy, function, project, activity, or programme | <p>Title of EIA: New Hammersmith & Fulham Council, Joint Venture with a local authority owned trading organisation to deliver Managed Service Temporary and Interim staffing services</p> <p>Short summary: Our purpose and aim is to deliver a high-quality, cost-effective, and socially responsible temporary staffing and recruitment service that supports the Council’s strategic priorities. The JV will operate as a Master Vendor managed service, sourcing candidates for temporary/interim roles and managing a supply chain of agencies for unfilled requirements. Both parties will have equal controlling shares, with joint governance and operational boards overseeing performance, strategy, and compliance.</p> <p>Note: If your proposed strategy will require you to assess impact on staff, please consult your HR Relationship Manager.</p> |
| Lead Officer | Name: Lucy Robinson Position: Strategic Resourcing Lead Email: lucy.robinson@lbhf.gov.uk Telephone No: 07944770890 |
| Date of completion of final EIA | 17 / 11 / 2025 |

| Section 02 | Scoping of Full EIA | | |
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| Plan for completion | Timing: Resources: | | |
| Analyse the impact of the policy, strategy, function, project, activity, or programme | Analyse the impact of the policy on the protected characteristics (including where people / groups may appear in more than one protected characteristic). You should use this to determine whether the policy will have a positive, neutral, or negative impact on equality, giving due regard to relevance and proportionality. | | |
| | Protected characteristic | Analysis The Council is committed to promoting equity, diversity, and inclusion across all areas of its work. We have a diverse range of initiatives designed to support individuals who are furthest from the job market, ensuring that opportunities are | Impact: Positive, Negative, Neutral |

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| | | <p>accessible and inclusive. These initiatives are complemented by our Equality, Diversity and Inclusion (EDI) Policy, Equalities Plan, and Recruitment Policy, which collectively guide our approach to fair and equitable employment practices.</p> <p>As a London Living Wage (LLW) employer, we uphold our responsibility to provide fair pay and create sustainable employment opportunities. The new joint venture will strengthen our ability to deliver against these commitments, enabling us to further embed equality principles and support underrepresented groups into meaningful employment pathways.</p> | Positive |
| | Age | <p>The Council is committed to being an Age-Friendly Employer, ensuring that individuals of all ages have equitable access to employment opportunities. Our approach recognises the unique barriers faced by different age groups and promotes inclusive practices throughout the employment lifecycle.</p> <p>We deliver a range of targeted initiatives to support those furthest from the job market, including:</p> <ul style="list-style-type: none"> • NEET (Not in Education, Employment or Training): Tailored programs to engage young people and provide pathways into work or further education. • Care Experienced Young People: Dedicated support to help care leavers transition successfully into employment, training, or higher education. • Graduates: Structured graduate schemes offering career development and progression opportunities. • H&F Works: Our flagship employment service providing personalised support for residents, including job coaching, skills development, and employer engagement. • Apprenticeships: High-quality apprenticeship opportunities across a range of sectors, enabling individuals to earn while they learn. • Supported Internships: Specialist programs for young people with learning difficulties or disabilities, ensuring inclusive access to work experience and skills training. • Work Experience Placements: Opportunities for individuals of all ages to gain practical experience and improve employability. <p>We recognise that age intersects with other characteristics such as disability, ethnicity, and socio-economic status. Our policies and programs are designed to address these overlapping barriers holistically.</p> <p>As part of our wider Equality, Diversity, and Inclusion strategy, these measures ensure that people of all ages are not only represented but supported to</p> | Positive |

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| | | succeed. The new joint venture will strengthen these commitments by embedding age inclusion into all workforce development activities. | |
| | Disability | <p>The Council is proud to be a Disability Confident Leader, demonstrating our commitment to creating an inclusive workplace where Disabled people and those with long-term health conditions can thrive. Our approach includes:</p> <ul style="list-style-type: none"> • Guaranteed Interview Scheme: We offer guaranteed interviews to candidates who meet the minimum criteria for the role, ensuring fair access to opportunities for disabled applicants. • Reasonable Adjustments: We proactively provide reasonable adjustments throughout the recruitment process and in the workplace, tailored to individual needs. This includes adjustments to application formats, interview arrangements, and workplace adaptations. • Inclusive Recruitment Practices: Our recruitment policy embeds accessibility and fairness, ensuring that job descriptions, adverts, and processes are inclusive and free from barriers. • Ongoing Support: We work closely with employees and managers to review and implement adjustments as needs evolve, fostering a culture of understanding and support. <p>We recognise that disability can intersect with other characteristics such as age, ethnicity, and socio-economic background. Our policies and initiatives address these overlapping challenges holistically.</p> <p>As part of our wider Equality, Diversity, and Inclusion strategy, these measures ensure that Disabled people are not only represented but supported to succeed. The new joint venture will strengthen these commitments by embedding disability inclusion into all workforce development activities.</p> | Positive |

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| | Gender reassignment | <p>The Council is committed to supporting individuals who are undergoing, have undergone, or plan to undergo gender reassignment, ensuring dignity, respect, and equality throughout their employment journey. Our approach includes:</p> <ul style="list-style-type: none"> • Inclusive Policies: Our Equality, Diversity and Inclusion Policy protects individuals with the protected characteristic of gender reassignment under the Equality Act 2010. • Confidentiality and Respect: We maintain strict confidentiality regarding any personal information related to gender identity or transition, ensuring privacy and trust. • Recruitment Practices: Our recruitment processes are designed to be inclusive and free from discrimination, ensuring equal access to opportunities. • Awareness and Training: We promote awareness among managers and staff to foster an inclusive culture, reduce stigma, and ensure respectful interactions. <p>We recognise that gender identity may intersect with other characteristics such as age, disability, and ethnicity, and we address these overlapping barriers holistically.</p> <p>The new joint venture will reinforce these commitments by embedding gender identity inclusion into workforce development, recruitment, and policy implementation.</p> | Positive |
| | Marriage and Civil Partnership | <p>The Council fully upholds the protections afforded under the Equality Act 2010 for individuals who are married or in a civil partnership. Our commitment ensures that no employee or applicant is treated less favourably because of their marital or partnership status. Key elements of our approach include:</p> <ul style="list-style-type: none"> • Non-Discrimination in Recruitment and Employment: Our recruitment policy prohibits discrimination based on marital or civil partnership status, ensuring equal access to opportunities. • Flexible Working and Family-Friendly Policies: We provide flexible working arrangements and family-friendly policies that support employees in balancing work and personal commitments, regardless of marital status. • Equal Benefits and Entitlements: All employees, whether married, in a civil partnership, or single, have equal access to benefits, leave entitlements, and career development opportunities. • Inclusive Culture: We promote respect and inclusion for all relationship statuses, ensuring that workplace culture reflects equality and fairness. | Positive |

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| | | <p>We recognise that marital or partnership status may intersect with other characteristics such as gender, age, or caring responsibilities. Our policies are designed to address these overlapping factors holistically.</p> <p>The new joint venture will reinforce these principles by embedding inclusive practices across recruitment, workforce development, and policy implementation.</p> | |
| | Pregnancy and maternity | <p>The Council is committed to supporting employees during pregnancy, maternity, and parenthood, ensuring compliance with legal requirements and best practice standards. Our approach includes:</p> <ul style="list-style-type: none"> • Family-Friendly Leave Policy: We provide comprehensive maternity leave entitlements in line with statutory requirements. We also offer enhanced provisions through flexible working arrangements, shared parental leave, and time off for dependants, supporting employees to balance work and family responsibilities. • Timewise Employer Accreditation: As a Timewise Employer, we champion flexible and agile working practices, enabling parents and carers to access roles that accommodate their needs. This includes job design for flexibility, flexible hiring, and cultural change initiatives that promote work-life balance and inclusion. • New Legislation Compliance: We are preparing for changes under the Employment Rights Bill, which will strengthen protections for pregnant women and new mothers. These include: <ul style="list-style-type: none"> ○ Enhanced dismissal protections during pregnancy, maternity leave, and for up to 18 months after returning to work, ensuring job security except in very limited circumstances. ○ Day-one rights for paternity and unpaid parental leave, removing previous service requirements. ○ A review of the parental leave system and improvements to flexible working rights, making work more family-friendly across all sectors. <p>We recognise that pregnancy and maternity can intersect with other characteristics such as age, disability, and socio-economic status. Our policies and initiatives address these overlapping barriers holistically.</p> <p>The new joint venture will enable us to embed these commitments further, ensuring that family-friendly practices and legislative compliance are integrated into recruitment, workforce development, and organisational culture.</p> | Positive |
| | Race | <p>The Council is committed to creating an inclusive environment where individuals from all ethnic backgrounds can thrive. Our approach includes:</p> | |

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| | | <ul style="list-style-type: none"> • Race at Work Charter: We are aligned with the principles of the Race at Work Charter, which sets out seven core commitments for employers to drive racial equality in the workplace. These include: <ul style="list-style-type: none"> ○ Appointing an Executive Sponsor for Race to provide visible leadership and accountability. ○ Capturing ethnicity data and publicising progress to ensure transparency and measurable outcomes. ○ Committing at Board level to zero tolerance of harassment and bullying. ○ Making race equality the responsibility of all leaders and managers, embedding it into performance objectives. ○ Taking action to support career progression for ethnically diverse employees, including mentoring and sponsorship. ○ Supporting race inclusion allies and promoting allyship across the organisation. ○ Including diverse-led businesses in supply chains, ensuring economic opportunities extend beyond employment. • Opening Doors Initiative: We actively support the Opening Doors campaign, which provides a framework for inclusive recruitment and aims to make millions of jobs more accessible to diverse talent. <p>We recognise that race intersects with other characteristics such as age, disability, and gender identity. Our policies and programs are designed to address these overlapping barriers holistically.</p> <p>The new joint venture will strengthen these commitments by embedding race equality principles into recruitment, workforce development, and supply chain practices, ensuring measurable progress and accountability.</p> | Positive |
| | Religion/belief (including non-belief) | <p>The Council is committed to creating an inclusive environment that respects and values individuals of all faiths, beliefs, and non-belief. Our approach ensures that employees can express their identity freely and without discrimination. Key elements include:</p> <ul style="list-style-type: none"> • Inclusive Policies: Our Equality, Diversity and Inclusion Policy protects individuals from discrimination based on religion or belief, including philosophical beliefs and non-belief, in line with the Equality Act 2010. • Respect for Religious Observance: We accommodate requests for flexible working arrangements to support religious observance, such as prayer times, fasting periods, and religious holidays. | Positive |

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| | | <ul style="list-style-type: none"> • Workplace Adjustments: We provide facilities and spaces where possible for prayer or quiet reflection, ensuring employees feel respected and supported. • Training and Awareness: We promote cultural and religious awareness through training and engagement activities, helping managers and teams understand diverse practices and reduce unconscious bias. • Non-Belief Inclusion: We recognise and respect individuals who identify with no religion or belief, ensuring equal treatment and freedom from coercion or assumptions. <p>We acknowledge that religion or belief may intersect with other characteristics such as ethnicity, gender, and age. Our policies and initiatives address these overlapping factors holistically.</p> <p>The new joint venture will reinforce these commitments by embedding respect for religious and philosophical diversity into recruitment, workforce development, and organisational culture.</p> | |
| | Sex | <p>The Council is committed to ensuring equality between men and women in all aspects of employment, in line with the Equality Act 2010. Our approach includes:</p> <ul style="list-style-type: none"> • Equal Opportunities in Recruitment and Progression: We actively monitor and address gender representation across all levels of the organisation, ensuring fair access to roles, promotions, and development opportunities. • Gender Pay Gap Reporting and Action: We publish annual gender pay gap reports and implement action plans to reduce disparities, demonstrating transparency and accountability. • Family-Friendly Policies: Our flexible working arrangements, parental leave provisions, and support for carers help remove barriers that disproportionately affect women and promote shared responsibility for family care. • Leadership and Representation: We aim to increase female representation in senior roles through targeted development programs, mentoring, and succession planning. • Zero Tolerance for Harassment and Discrimination: We enforce robust policies and training to prevent sexual harassment and gender-based discrimination, fostering a safe and respectful workplace. <p>We recognise that sex intersects with other characteristics such as race, disability, and age. Our policies and initiatives address these overlapping challenges holistically.</p> | <p>Positive</p> |

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| | | The new joint venture will strengthen these commitments by embedding gender equality principles into recruitment, workforce development, and organisational culture. | |
| | Sexual Orientation | <p>The Council is committed to creating a workplace where individuals of all sexual orientations are respected, valued, and treated equally. Our approach includes:</p> <ul style="list-style-type: none"> • Inclusive Policies: Our Equality, Diversity and Inclusion Policy explicitly prohibits discrimination based on sexual orientation, ensuring compliance with the Equality Act 2010. • Supportive Culture: We foster an environment where LGBTQ+ employees feel safe and supported. This includes promoting awareness through training and engagement activities to reduce stigma and unconscious bias. • Inclusive Recruitment Practices: Our recruitment processes are designed to be free from bias, ensuring equal access to opportunities for individuals of all sexual orientations. • Zero Tolerance for Harassment: We enforce robust policies to prevent harassment or discrimination based on sexual orientation, ensuring a safe and respectful workplace for all. <p>We recognise that sexual orientation may intersect with other characteristics such as gender identity, race, and age. Our policies and initiatives address these overlapping barriers holistically.</p> <p>The new joint venture will strengthen these commitments by embedding LGBTQ+ inclusion into recruitment, workforce development, and organisational culture.</p> | Positive |
| | Care Experienced as a Protected Characteristic | <p>The Council recognises Care Experienced individuals as a protected characteristic under our Equality, Diversity and Inclusion framework, ensuring that those who have been in care receive tailored support and equitable access to opportunities. Our approach includes:</p> <ul style="list-style-type: none"> • Policy Alignment: Our commitment aligns with national guidance and best practice standards for supporting care leavers, ensuring compliance and continuous improvement. • Guaranteed Interview Scheme: We offer guaranteed interviews to care experienced applicants who meet the minimum criteria for the role for apprenticeships, removing barriers and promoting fair access to employment. • Targeted Support for Care Experienced Young People: <ul style="list-style-type: none"> ○ Apprenticeships: We provide dedicated apprenticeship opportunities for care leavers, enabling them to gain skills, earn a wage, and build sustainable careers. | Positive |

- Mentoring and Coaching: Our employment services, including H&F Works, offer personalised guidance to help care experienced individuals navigate recruitment processes and workplace integration.
- Work Experience: We create pathways for care experienced young people to gain practical experience and confidence in the workplace.

We recognise that care experience often intersects with other characteristics such as age, socio-economic background, and disability. Our policies and initiatives address these overlapping challenges holistically.

The new joint venture will strengthen these commitments by embedding care experience inclusion into recruitment, workforce development, and organisational culture, ensuring that care experienced individuals are supported to thrive.

Human Rights or Children's Rights

If your decision has the potential to affect Human Rights or Children's Rights, please contact your Equality Lead for advice

Will it affect Human Rights, as defined by the Human Rights Act 1998?

Yes / No

The Council ensures that all employment and service delivery processes uphold the principles of fairness, equality, and respect for human rights. Our approach is guided by the Human Rights Act 1998, the Equality Act 2010, and international standards of dignity and non-discrimination.

The new joint venture will strengthen these commitments by embedding human rights principles into governance, recruitment, and workforce development, ensuring that fairness and dignity remain at the core of all activities.

Will it affect Children's Rights, as defined by the UNCRC (1992)?

Yes/No

The Council is committed to upholding the principles of the UN Convention on the Rights of the Child (UNCRC), ensuring that all policies, services, and employment practices reflect the rights and best interests of children and young people. The Council is committed to ensuring that all recruitment processes uphold the highest standards of safeguarding to protect children, young people, and vulnerable adults. Our approach includes:

- Safer Recruitment Policy: All recruitment activities follow our Safer Recruitment Policy, which aligns with statutory guidance and best practice standards.
- Pre-Employment Checks: We conduct robust pre-employment checks, including identity verification, right-to-work checks, and Disclosure and Barring Service (DBS) checks where roles involve regulated activity.

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| | <ul style="list-style-type: none"> • Reference Verification: We obtain and verify references from previous employers to confirm suitability for the role. • Training and Awareness: All hiring managers receive recruitment training and where applicable attend safer recruitment training to ensure compliance and vigilance throughout the process. • Risk Assessment: Where concerns arise during recruitment, we undertake a formal risk assessment before any appointment decision. • Ongoing Monitoring: Safeguarding responsibilities are embedded in job descriptions and reinforced through induction and continuous professional development. <p>The new joint venture will strengthen these commitments by embedding UNCRC principles into workforce development, recruitment, and service delivery, ensuring that children’s rights remain central to our mission.</p> |
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| Section 03 | <p>Analysis of relevant data Examples of data can range from census data to customer satisfaction surveys. Data should involve specialist data and information and where possible, be disaggregated by different equality strands.</p> |
| Documents and data reviewed | <p>Current agency workforce data is being reviewed to support the JV and ensure robust transition and the ongoing data that will be established as the JV is implemented will be monitored along with data of the team that will be recruited.</p> <p>1. Workforce Profile Data</p> <ul style="list-style-type: none"> • Agency data: Age, sex, ethnicity, disability status, sexual orientation, religion/belief. Pay, LoS, Charge rates, • Off contract: • Employee demographics: Age, sex, ethnicity, disability status, sexual orientation, religion/belief. • Recruitment data: Applications, shortlisting, and appointments by protected characteristics. • Retention and progression: Promotion rates, turnover, and exit interviews by equality strands. • Pay Gap Analysis: <ul style="list-style-type: none"> ○ Gender Pay Gap ○ Ethnicity Pay Gap ○ Disability Pay Gap <p>2. Resident and Community Data</p> <ul style="list-style-type: none"> • Census Data (ONS): Provides population breakdown by age, sex, ethnicity, religion, disability, and socio-economic status. <p>3. Service-Specific Data</p> <ul style="list-style-type: none"> • H&F Works Employment Service: <ul style="list-style-type: none"> ○ Number of residents supported into work, apprenticeships, and training. ○ Outcomes disaggregated by age, disability, ethnicity, gender, and care experience. <p>4. Specialist Equality Monitoring</p> |

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| | <ul style="list-style-type: none"> • Guaranteed Interview Schemes: Uptake and success rates for disabled applicants and care experienced individuals. • Apprenticeships and Internships: Participation rates by age, disability, ethnicity, and care experience. |
| New research | N/A |

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| Section 04 | Consultation |
| Consultation | N/A |
| Analysis of consultation outcomes | The decision-making process for the Joint Venture has been undertaken as a commercial enterprise, governed by strategic business considerations and partnership objectives, rather than as a procurement exercise, ensuring compliance with governance and legal frameworks while focusing on value creation and service enhancement. This has been through Contracts Assurance Board, SLT, Lead Member and will go to Political Cabinet and Full Council for final decision. As such, consultation not required at this stage of the process |

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| Section 05 | Analysis of impact and outcomes |
| Analysis | N/A |

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| Section 06 | Reducing any adverse impacts and recommendations |
| Outcome of Analysis | Where TUPE may apply, impacts will be assessed through an iterative process, with monthly meetings scheduled with the EDI Lead following the Full Council decision to monitor and address equality implications. Where TUPE applies, we will ensure continuity of equality commitments, including maintaining reasonable adjustments for disabled employees and safeguarding any accommodations already in place. Equality risks will be managed through an iterative process, with monthly meetings scheduled with the EDI Lead post-Full Council decision to review impacts, address emerging issues, and ensure compliance with the Equality Act 2010 and Public Sector Equality Duty. |

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| Section 07 | Action Plan |
| Action Plan | Note: You will only need to use this section if you have identified actions as a result of your analysis |

At this stage we have not identified any negative impact but as the process continues this will be revisited and updated as required on areas such as:

1. Supply Chain Diversity

- Risk: Limited representation of diverse-owned businesses in the supply chain could undermine Race at Work Charter commitments.
- Mitigation:
 - Include diversity requirements in supplier selection criteria.
 - Monitor supplier diversity through regular reporting.
 - Engage with diverse supplier networks and promote inclusive procurement practices.

2. Agency Compliance with London Living Wage (LLW)

- Risk: Recruitment agencies or third-party providers may not comply with LLW standards, creating inequality and reputational risk.
- Mitigation:
 - Mandate LLW compliance in all agency contracts.
 - Conduct periodic audits of agency pay practices.
 - Include LLW compliance as a contractual KPI.

3. Data Transparency

- Risk: Lack of ethnicity data from suppliers and agencies could hinder monitoring progress against Race at Work Charter commitments.
- Mitigation:
 - Require agencies and suppliers to provide anonymized diversity data.
 - Incorporate reporting obligations into contracts.
 - Use this data to inform targeted interventions.

4. Recruitment Bias

- Risk: Agencies may not apply inclusive recruitment practices, leading to underrepresentation of ethnic minorities.
- Mitigation:
 - Provide agencies with Council’s inclusive recruitment guidelines.
 - Monitor shortlisting and appointment data by ethnicity.
 - Offer training or partnership support to agencies on inclusive hiring.

5. TUPE

| Issue identified | Action (s) to be taken | When | Lead officer and department | Expected outcome | Date added to business/service plan |
|------------------|------------------------|------|-----------------------------|------------------|-------------------------------------|
| | | | | | |

| | | | | | | |
|--|--------|------------------------------------|---------------|--|--------|--|
| | Review | Review and update any implications | 2 March 2026 | Lucy Robinson & Yvonne Okiyo – People & Talent | Review | |
| | Review | Review and update any implications | 2 April 2026 | Lucy Robinson & Yvonne Okiyo – People & Talent | Review | |
| | Review | Review and update any implications | 2 May 2026 | Lucy Robinson & Yvonne Okiyo – People & Talent | Review | |
| | Review | Review and update any implications | 2 June 2026 | Lucy Robinson & Yvonne Okiyo – People & Talent | Review | |
| | Review | Review and update any implications | 2 July 2026 | Lucy Robinson & Yvonne Okiyo – People & Talent | Review | |
| | Review | Review and update any implications | 2 August 2026 | Lucy Robinson & Yvonne Okiyo – People & Talent | Review | |
| | | | | | | |

| | |
|---|--|
| Section 08 | Agreement, publication and monitoring |
| Senior Managers' sign-off | Name: Mary Lamont Position: Assistant Director of People & Talent Email: mary.lamont@lbhf.gov.uk Telephone No: 0785 337 2862 Considered at relevant DMT: |
| Key Decision Report (if relevant) | Date of report to Cabinet/Cabinet Member: 25 / 02 / 2026 Key equalities issues have been included: Yes/No |
| Equalities Advice (where involved) | Name: Yvonne Okiyo Position: Strategic Lead Equity, Diversity and Inclusion Date advice / guidance given: 19 th November 2025 Email: yvonne.okiyo@lbhf.gov.uk Telephone No: 07824 836 012 |

Appendix 7 – DPIA

H&F DATA PROTECTION IMPACT ASSESSMENT

Section 1 – Project/Initiative Details and Screening Questions

| | | |
|-----|---|--|
| 1.1 | Title of Project/Programme/Process | New Hammersmith & Fulham Council, Joint Venture with a local authority owned trading organisation to deliver Managed Service Temporary and Interim staffing services |
| 1.2 | Date of completion of form | 17/11/2025 |
| 1.3 | Name and job title of person completing form | Lucy Robinson, Strategic Resourcing Lead |
| 1.4 | Your telephone number | 07044770890 |
| 1.5 | Your directorate | Finance & Corporate Services |
| 1.6 | Your service area/business unit | People & Talent |
| 1.7 | Your team | Strategic Resourcing |
| 1.8 | Name and job title of Information Asset Owner(s) | Mary Lamont, Assistant Director of People & Talent |

1.9 What is the aim of the project, and what activities are involved?

Our purpose and aim is to deliver a high-quality, cost-effective, and socially responsible temporary staffing and recruitment service that supports the Council’s strategic priorities. The JV will operate as a Master Vendor managed service, sourcing candidates for temporary/interim roles and managing a supply chain of agencies for unfilled requirements. Both parties will have equal controlling shares, with joint governance and operational boards overseeing performance, strategy, and compliance. The Joint Venture will establish a strategic commercial partnership that enhances the Council’s ability to deliver employment and skills initiatives. The aim is to increase capacity, improve service delivery, and generate social value by creating sustainable pathways into work for residents furthest from the job market, while embedding equality, diversity, and inclusion principles throughout.

Who Will Be Involved

- **Internal Stakeholders:** Strategic Resourcing Lead, HR, EDI Lead, Legal Services, Finance, Service Managers.
- **External Partners:** Joint Venture partner organisation, specialist employment support agencies.

- **Community Stakeholders:** Residents, local employers, voluntary sector partners.

Nature of the Change

- It is a **commercial enterprise**, not a procurement exercise.

Outputs of the Project

- A legally established joint venture entity.
- Enhanced capacity for employment and skills delivery.
- Council retains governance control.
- Prioritised recruitment for the Council.
- Improved candidate quality and employer value proposition.
- Shared setup costs and legal frameworks with experienced partner.
- Access to established systems, supply chains, and experienced personnel.
- Dividend returns to shareholders.
- Enhanced social value and local economic impact.
- Flexibility and scalability.
- Rental income and external trading opportunities.

Data Categories involved

- **Personal Identifiers:**
 - Full name
 - Date of birth
 - Contact details (address, phone, email)
- **Employment/Professional Details:**
 - Job title
 - Work history
 - Agency or Trust affiliation
- **Sensitive (Special Category) Data:**
 - Health-related information (mental health assessments, case notes)
- **Metadata & System Information:**
 - Unique IDs (employee number, case reference)
 - Audit logs
- **Criminal Offence Data (if applicable):**
 - Any safeguarding or risk-related records

1.10 Initial Screening Questions

| # | Question | Yes | No |
|---|---|-----|----|
| 1 | Will the project involve the collection of new information about individuals? | X | |
| 2 | Will the project compel individuals to provide information about themselves? | X | |
| 3 | Will information about individuals be disclosed to organisations or people who have not previously had routine access to the information? | X | |
| 4 | Are you using information about individuals for a purpose it is not currently used for, or in a way it is not currently used? | | X |

| | | | |
|---|---|---|--|
| 5 | Does the project involve you using new technology which might be perceived as being privacy intrusive? For example, the use of biometrics or facial recognition. | X | |
| 6 | Will the project result in you making decisions or taking action against individuals in ways which can have a significant impact on them? | X | |
| 7 | Is the information about individuals of a kind particularly likely to raise privacy concerns or expectations? For example, health records, criminal records or other information that people would consider to be particularly private. | X | |
| 8 | Will the project require you to contact individuals in ways which they may find intrusive? | X | |

Section 2 – Detailed Data Protection Impact Assessment

2.1 Has a DPIA/Checklist been undertaken for this initiative before? If so, please give dates and provide a copy (where possible)

Response: No, this is a new Joint Venture

2.2 Please give details of our lawful basis for this project or initiative, e.g. government initiative, specific legislation such as Crime and Disorder Act 1998.

Our purpose and aim is to deliver a high-quality, cost-effective, and socially responsible temporary staffing and recruitment service that supports the Council's strategic priorities. The JV will operate as a Master Vendor managed service, sourcing candidates for temporary/interim roles and managing a supply chain of agencies for unfilled requirements. Both parties will have equal controlling shares, with joint governance and operational boards overseeing performance, strategy, and compliance.

The JV will provide a Managed Service Provision and Contingent Workforce solution to the Council to meet its demand for the purpose of employing workers on a temporary basis. The JV will collect, use and process personal information about candidates under UK GDPR, UK DPA 2018 and Data (Use and Access) Act 2025 as the Data Controller.

The JV will collect personal information for the purpose of providing employment opportunities to the candidates, and will rely on the following lawful basis for processing personal data:

Consent – the JV will collect and process candidate data with their consent for the purpose of employment opportunities when they first engage with the candidates and also to enable them to receive job alerts about vacancies within the Council. The candidates will be able to withdraw their consent at any time.

Contractual Obligation – will be relied upon for the JV to fulfil its contractual obligations where a contract for services with the candidate is required.

Legal Obligation – JV will use candidate personal information to comply with its legal obligations. This may mean that the JV will need to provide personal information of the candidate to the HMRC (for tax purposes), to the DVLA (checking driving licence requirements), or with the Cabinet Office National Fraud Initiative (for the purpose of assisting with the prevention and detection of fraud), as examples.

Legitimate Interest (LI) – the JV may rely on LI where it believes it is reasonable to expect that if the candidate is looking for an employment opportunity and have applied via a jobs board, either directly through the JV website or via any other means then the JV may have a legitimate interest to collect, use and process candidate data to offer employment services.

Where candidates have posted their CV details on various jobs boards and made their personal data publicly accessible, then the JV may contact those candidates in relation to either a specific vacancy or speculatively for future employment opportunities. In this instance, the JV will contact the candidate to gain their consent to further process their CV against job opportunities in the Council and retain their personal data for future contact.

Special Category Data – in some instances, the JV may process special category data in relation to candidates ethnic origin, sexual preferences or religion on behalf of the Council. Where this information is collected, the JV will be acting as the Data Processor on behalf of the Council (Data Controller).

Criminal Records – the JV will need to collect certain information, including the results of Disclosure and Barring Service (DBS) checks from candidates and the DBS to comply with its legal obligations necessary for the purposes of performing or exercising obligations or rights in connection with employment, including reasons for substantial public interest (e.g. preventing or detecting unlawful acts or safeguarding issues).

2.3 What data will the project use (or process)?

| Title of Dataset | Data Source | | Is the data Special Categories of personal data? (Y/N) | Is the data criminal offences data? (Y/N) |
|--------------------|---|--|--|---|
| | Controller (e.g. Borough, Partner) name | System | | |
| Worker information | JV | Access database (CRM system) and DBS service | Y | Y |

| | | | | |
|--------------------|--------------|----------------------------|---|---|
| Worker information | JV | Pay and Bill System | N | N |
| Worker information | Supply Chain | Agency Portal | Y | N |
| Worker information | JV | ME Passport (NQ Care only) | N | N |

2.4 How will that data be used and have the subjects of that data been informed of and/or provided consent for this purpose?

| Title of Dataset | Metadata Element | Reason for use of Data | Have data subject's been told about this use? | Has consent been obtained for use (Y/N/NA) (We only need to obtain consent if consent is our lawful basis) |
|-------------------------|---|--|---|--|
| Worker Information | Full name, Address, Email address, phone number, DOB, NI, Gender, Nationality, Qualifications, Right to Work, Bank Details, Statutory Tax details, HMRC Tax Information | Provision of compliant payment to worker. Compliant placement of workers with right to work. Compliant placement in safeguarding roles | Privacy Policy Key Information Document Assignment confirmation as per REC guidelines GDPR consent email at registration | Y (Consent will be captured when the JV first engages with the Candidate for employment opportunities and recorded within the Access CRM system. For continuity of service, data held by the incumbent provider will be shared with the Council and then with the JV for the provision of service under a data sharing agreement between the Council and the JV. |

2.5 Who do you intend to share the data with (name all intended internal and external recipients)?

| Data Title | Who will be given access to the data | reason for access |
|--------------------|--------------------------------------|--|
| Worker Information | Hiring Managers | To enable employment fulfilment to required roles |
| Worker Information | JV Service Support team | To manage recruitment process to point of timesheet approval |
| Worker Information | CSG Payroll Team | To process pay and bill |
| Worker Information | HMRC | For tax purposes. |

2.6 When obtaining and/or sharing the data how will it be transferred? E.g. non-encrypted email, encrypted email etc.

| |
|---|
| <p>Data transfer between systems uses secure integration with:</p> <p>A Data Sharing Agreement will be entered into by the Council with JV for the purpose of sharing information on temporary workforce to enable the initial setup of the joint venture between each partner and also to support the novation of temporary workers from the incumbent supplier.</p> <p>A Data Migration plan will be established to ensure the secure transfer of all required datasets to support the continuity of service to the Council for the provision of temporary workers.</p> |
|---|

2.7 How will the data be stored, for how long will the data be stored, and what security arrangements are in place with respect of the data storage? Make sure all 3 parts of this question are answered.

| |
|--|
| <p>The JV partner have appropriate security measures in place to prevent personal information from being accidentally lost, used or accessed in an unauthorised way.</p> <p>The JV partner limit access to personal information to those who have a genuine business need to know it. Those processing information will do so only in an authorised manner and are subject to a duty of confidentiality.</p> <p>The JV partner also have procedures in place to deal with any suspected data security breach. It will notify individuals and/or partnering authorities, including any applicable regulator, of a suspected data security breach where legally it is required to do so.</p> <p>Stored in Access CRM</p> <p>Stored until worker requests Right to be Forgotten or in line with current GDPR retention policy.</p> <p>Stored in UK on SAAS secure database</p> |
|--|

2.8 Will the project involve any surveillance of any person by any means? (e.g. CCTV, communications monitoring, phone calls recorded for monitoring and training purposes)

No

2.9 Will the project involve any targeted marketing activities? (e.g., the promotions of goods or services via post, telephone and/or email?)

The JV will seek to provide updates on current vacancies with candidates through newsletters/emails where those candidates have consented to receive such notifications. Candidates will be offered the opportunity to unsubscribe from emails or manage their preferences within the portal.

2.10 At what stage in the project are you completing this DPIA and what is the target deadline for “go live”?

The DPIA will be executed during mobilisation of the new JV and go live is scheduled for 1 October 2026, as the existing Contract for Agency workers expires on 30th September 2026.

2.11 Have you or do you plan to include data protection in any of the governance documentation, such as requirements specifications, contracts, risk and issue logs or service level agreements (SLAs)?

Yes, GDPR policies will be adhered to throughout the project, including the creation of data sharing agreement between the Council and the JV.

2.12 Do you plan to use live personal data in testing the new system?

Yes based on transferred contract data from the incumbent provider (including third party supply chain) on behalf of the Council to the JV provider in a secure test system.

2.13 Where geographically will the data be held/stored?

UK Data Centres

2.14 What are the risks to the individuals whose data is being used in this project?

| Data Protection and Privacy Risks | Impact (i) | Likelihood (l) | Risk rating (i x l) | Mitigation |
|--|------------|----------------|---------------------|--|
| <p>Lawfulness, Fairness, And Transparency</p> <ul style="list-style-type: none"> The data subjects (service users, customers, staff) have not been notified of or consented to their personal and special categories/criminal offence data being processed for the purposes of this project/procurement/initiative. If notification rather than consent, the legal basis for processing must be stated. We don't have a legal basis (lawful basis for processing personal data and additional conditions for processing special categories and criminal offences data) for our proposed processing. | 1 | 1 | 1 | <p>Individuals will be informed through updated privacy notices, accessible via the organisation's website, service portals, and direct communications (e.g. email or letter).</p> <p>Where appropriate, face-to-face or telephone explanations will be provided.</p> <p>Incumbent supplier will be required to advise workers and existing supply chain of contract transfer. The mobilisation workstream for Supplier engagement manages the Framework for suppliers to ensure compliance to all consent for workers to remain in role via existing suppliers. Where existing suppliers are non compliant the JV service team will engage directly with incumbent workers to onboard directly to the database.</p> |
| <p>Purpose Limitation</p> <ul style="list-style-type: none"> The personal and special categories/criminal offence data sets to be handled aren't collected for specified, explicit, and legitimate purposes. The personal and sensitive data sets to be handled will be processed in a manner that is incompatible with those purposes. | 1 | 1 | 1 | <p>Data will only be processed for national recruitment challenges</p> |
| <p>Data Minimisation</p> <ul style="list-style-type: none"> The personal and special categories/criminal offence data to be handled are not adequate, relevant and limited for the purposes of task in hand. | 1 | 1 | 1 | <p>Any data not essential to the task will be flagged for removal or restricted access.</p> <p>Role-based access controls (RBAC) will be implemented to ensure staff only access data relevant to their duties. ?]</p> |
| <p>Accuracy</p> <ul style="list-style-type: none"> The personal and special categories/criminal offence data to be handled contains inaccuracies that will skew the accuracy of decisions taken. | 1 | 2 | 2 | <p>Historical data will be reviewed for known inaccuracies or inconsistencies before use.</p> <p>Regular data audits will be scheduled to identify and correct outdated or incorrect information.</p> <p>A data sharing protocol will be established, including version control and update schedules.</p> |
| <p>Storage Limitation</p> <ul style="list-style-type: none"> The personal and special categories/criminal offence data handled is retained for longer than is necessary for the purposes for which it is processed. | 1 | 1 | 1 | <p>[Insert established or planned activities, controls or measures – ask yourself these questions: What retention periods will be applied to the information before destruction?</p> <p>Data will be securely destroyed using:</p> <p>Certified digital deletion tools for electronic records (e.g. data wiping, degaussing).</p> <p>Confidential shredding services for paper records, with certificates of destruction.</p> <p>Destruction logs will be maintained for audit purposes.</p> |
| <p>Integrity and Confidentiality (Security)</p> <ul style="list-style-type: none"> Personal and special categories/criminal offence data is processed in a manner that is not secure - there is not an appropriate level of technical and organisation measures taken to protect the data against unauthorised or unlawful processing and against accidental loss, destruction or damage. | 1 | 1 | 1 | <p>Technical measures:</p> <ul style="list-style-type: none"> Encryption of data at rest and in transit Role-based access controls and multi-factor authentication Secure servers and firewalls Regular vulnerability scans and patching |

| Data Protection and Privacy Risks | Impact (i) | Likelihood (l) | Risk rating (i x l) | Mitigation |
|--|------------|----------------|---------------------|---|
| | | | | <p><i>Organisational measures:</i></p> <ul style="list-style-type: none"> • <i>Staff training on data protection and secure handling</i> • <i>Clear data protection policies and incident response procedures</i> <p><i>Disclosure and Barring Service</i></p> |
| <p>Accountability</p> <ul style="list-style-type: none"> • We are unable to demonstrate compliance with the data protection principles for the processing of the Personal and special categories/criminal offence data: <ol style="list-style-type: none"> a. Lawful, fair and transparent b. Purpose limitation c. Data minimisation d. Accuracy e. Storage limitation f. Security | 1 | 1 | 1 | <p><i>H&F will continue to comply with the data protection principles.</i></p> <p><i>The JV will comply with UK data protection principles throughout the life of the agreement, and applicable data protection clauses will be included in the joint accountability statement entered into by the Council and the JV.</i></p> |
| <p>International Transfers</p> <ul style="list-style-type: none"> • Personal and special categories/criminal offence data is processed outside of the EU without appropriate safeguards in place. | 1 | 1 | 1 | <p><i>Data for this project will not be processed outside of the EEA.</i></p> |
| <p>Data Subject Rights</p> <ul style="list-style-type: none"> • The processing of personal and special categories/criminal offence data is processed in a manner that does not comply with the rights of data subjects: <ol style="list-style-type: none"> 1. the right to be informed 2. the right of access 3. the right to rectification 4. the right to erasure 5. the right to restrict processing 6. the right to data portability 7. the right to object | 1 | 1 | 1 | <p><i>Supplier contracts will include:</i></p> <ul style="list-style-type: none"> • <i>Clauses requiring timely cooperation with H&F in responding to SARs, rectification, erasure, and other rights requests.</i> • <i>Obligations to provide access to relevant data within agreed timeframes.</i> • <i>Requirements to maintain records of processing and support data portability where applicable.</i> <p><i>A commitment to notify H&F immediately if a rights request is received directly by the supplier.</i></p> <p><i>The contract between the Council and the JV partner will ensure individual data subject rights are up held.</i></p> |
| <p>Overall Risk Exposure Score</p> | | | | |

Service area project lead/project manager- Name.....Lucy Robinson.....

Service area project lead/project manager - Role...Strategic Resourcing Lead.....

Date...02.12.2025.....

Section 3 – Information Management Review (completed by IMT)

3.1 Comments

IM Comments provided by: [Enter IMT Officer Name]

3.2 Recommended Actions

| # | IM Recommended Action | Date Implemented |
|---|-----------------------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |

3.3 Final Agreed Project Risk Rating (Tick relevant box)

| Risk level | |
|--|--------------------------|
| Low: 1-10 - Project can proceed | <input type="checkbox"/> |
| Medium: 11-15 – Recommend minor actions are required before proceeding | <input type="checkbox"/> |
| High: 16+ - Recommend significant actions required before proceeding | <input type="checkbox"/> |

3.4 Sign off Level – Recommendation

Guidance Note – 3.4

DPIAs should be signed off by the Information Asset Owner (IAO) for the information that will be processed.

The IAO needs to be satisfied with the level of information risk that the service area is taking. The IAO should be at Director or Head of Service level (the IAO role should only be devolved below that level with Director/Head of Service agreement and we would advise that this delegation is documented as part of the department’s processes)

If there is more than one IAO (i.e. information will be used from more than one service area) then if all the information sits within one department the senior officer that has responsibility for the entire department may sign the DPIA off.

Where the information that will be processed comes from across the organisation then the SIRO (Senior Information Risk Owner) should sign the DPIA. However, they should only do so once the relevant Information Asset Owners have reviewed the DPIA and confirmed that they are happy for the SIRO to sign the DPIA off (the departments are still responsible for risks to their information).

This DPIA must be signed off by:

| Tick Box | Level |
|--------------------------|-------------------------------|
| <input type="checkbox"/> | Information Asset Owner |
| <input type="checkbox"/> | Senior Information Risk Owner |

Section 4. Signatories

Guidance Note – 4

If any of the captured mitigations in 2.14 and IM recommended actions in 3.2 will not be implemented then the signatory must capture this here and by signing they confirm they accept the additional risk posed by this.

I am satisfied that this DPIA is an accurate summary of the intended processing of personal data, the related risks and the mitigations that will be adopted.

Signature of Information Asset Owner.....

Signature of Senior Information Risk Owner.....

**Print Name and Role of
signatory.....**

Date.....