

Freedom of Information Request: 0558 2019/20

The Trust does hold the information you have requested however we are withholding some of the information for the reasons given below.

Commercial Sensitivity: Annual Spend

Section 43 of the Freedom of Information Act 2000 (FOIA) provides,

“(2) Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).”

A commercial interest relates to a person’s ability to participate competitively in a commercial activity, with the underlying aim being to make a profit. The information you have requested is the commercial information of several third parties and in order to apply Section 43(2), the Trust must satisfy itself that disclosure of the information would, or would be likely to, prejudice or harm the commercial interests of any person (including the Trust).

Disclosure of the information requested would be likely to prejudice the commercial activities of a third party, in this case the providers of our lift service and maintenance, general waste services and laundry services contractors detailed in the below response.

The information you have requested is around the Trust’s annual spend for each contract and disclosure to the world at large would involve placing elements of the providers’ commercial strategy into the hands of their competitors, which would prejudice their commercial interests. Therefore S43(2) of the FOIA is engaged as disclosure of the information requested would be likely to prejudice the commercial interests of the contractors.

The public interest test

Commercially sensitive information is protected from disclosure by Section 43(2) of the FOIA which is a qualified exemption subject to the public interest test. The Trust considered, in all the circumstance of the case, where the balance of the public interest lies.

Public interest in maintaining the exemption

There is a public interest in protecting the commercial interests of individual companies such as the contractors and ensuring they are able to compete fairly in a commercial environment.

Disclosure of information may cause unwarranted reputational damage to the Trust or the contractors whose information it holds, which may in turn damage its commercial interests through loss of trade.

Revealing information such as a pricing can be detrimental to the Trust’s negotiations on future tenders with other providers. If a competitor knows how much the Trust paid for a product then it can exploit this for profit or other gain.

Public interest in disclosing the information

To promote openness and transparency of public expenditure, which would enable the public to better scrutinise how public money is spent.

The balancing exercise

The Trust decided the public interest in maintaining the exemption substantially outweighs the public interest in disclosing the information.

I would like the organisation to review my freedom of information request below, that's focused around contract data for services around facilities management.

For each of the different contracts below, can you please provide me with all the information using the questions below?

- 1. Office and building cleaning – Service contract that is focus around office, commercial and building cleaning services.**

All in house – University Hospitals Birmingham

Queen Elizabeth Hospital Birmingham (QEHB)

- 2. Lift service and maintenance – Service contract for lift service and maintenance.**

This is provided through the Trust's PFI contractor

- 1. Supplier/Provider of the services**
PFI Contract is with Consort Healthcare (Birmingham) Ltd
- 2. Total Annual Spend – The spend should only relate to each of the service contract listed above.**
Spend on lifts is not separately identified within the PFI Contract
- 3. A description of the services provided under this contract please includes information if other services are included under the same contract.**
Lift services are provided as part of the full Hard FM Service
- 4. The number of sites the contract covers**
Queen Elizabeth Hospital Birmingham (QEHB) and QEH sites
- 5. The start date of the contract**
June 2006
- 6. The end date of the contract**
August 2046
- 7. The duration of the contract, please include information on any extensions period.**
Approximately 40 years
- 8. Who within the organisation is responsible for each of these contracts? name, Job Title, contact number and email address.**
PFI queries are to be directed through the Trust's Director of Corporate Affairs at:

Trust Headquarters
Level 1
Queen Elizabeth Hospital Birmingham

Mindelsohn Way
Edgbaston
Birmingham
B15 2GW

Heartlands, Good Hope and Solihull Hospitals (HGS)

2. Lift service and maintenance – Service contract for lift service and maintenance.

1. Supplier/Provider of the services

Birmingham Heartlands Hospital (BHH) – LES Lifts
Good Hope Hospital (GHH) – Cotswold Lifts
Solihull Hospital (SOL) – Jackson Lifts

2. Total Annual Spend – The spend should only relate to each of the service contract listed above.

Withheld under S43 (2) of the Freedom of Information Act

3. A description of the services provided under this contract please includes information if other services are included under the same contract.

Fully comprehensive contract for all lifts onsite maintenance, repair, call outs

4. The number of sites the contract covers

Heartlands, Good Hope and Solihull Hospitals (HGS)

5. The start date of the contract

BHH and SOL – 01.04.2019
GHH – 01.04.2017

6. The end date of the contract

BHH and SOL – 31.03.2020
GHH – 31.03.2022

7. The duration of the contract, please include information on any extensions period.

BHH and SOL – Approximately 1 year
GHH – Approximately 5 years
No extension periods

8. Who within the organisation is responsible for each of these contracts? name, Job Title, contact number and email address.

BHH – Tony Wright, Estates Manager, Tony.wright@uhb.nhs.uk
GHH – Dave Smith, Estates Manager, David.smith@uhb.nhs.uk
SOL – Stephen Deavall, Estates Operational Manager (Acting),
Stephen.deavall@uhb.nhs.uk

3. Food – Service contract that is focused around catering services.

All in house – University Hospitals Birmingham

4. General waste services contracts – The organisation's primary general waste service contract.

Outsourced service

1. Supplier/Provider of the services

Veolia

2. **Total Annual Spend – The spend should only relate to each of the service contract listed above.**

Withheld under Section 43 (2) of the Freedom of Information Act

3. **A description of the services provided under this contract please includes information if other services are included under the same contract.**

Commercial Waste Services

4. **The number of sites the contract covers**

QEHB

5. **The start date of the contract**

01.04.2010

6. **The end date of the contract**

31.03.2020

7. **The duration of the contract, please include information on any extensions period.**

Approximately 10 years

8. **Who within the organisation is responsible for each of these contracts? name, Job Title, contact number and email address.**

John McElhoney Head of Contracted Services (Facilities);

john.mcelhoney@uhb.nhs.uk

1. **Supplier/Provider of the services**

Birmingham City Council

2. **Total Annual Spend – The spend should only relate to each of the service contract listed above.**

Withheld under Section 43 (2) of the Freedom of Information Act

3. **A description of the services provided under this contract please includes information if other services are included under the same contract.**

Commercial Waste Services

4. **The number of sites the contract covers**

Heartlands, Good Hope and Solihull Hospitals (HGS)

5. **The start date of the contract**

01.04.2014

6. **The end date of the contract**

31.03.2020

7. **The duration of the contract, please include information on any extensions period.**

Approximately 6 years

8. **Who within the organisation is responsible for each of these contracts? name, Job Title, contact number and email address.**

John McElhoney Head of Contracted Services (Facilities);

john.mcelhoney@uhb.nhs.uk

5. **Laundry services where clothes and linen can be washed and ironed.**

1. **Supplier/Provider of the services**

Elis

2. **Total Annual Spend – The spend should only relate to each of the service contract listed above.**

Withheld under Section 43 (2) of the Freedom of Information Act

- 3. A description of the services provided under this contract please includes information if other services are included under the same contract.**
Patient Linen and sterile theatre packs hire and launder
- 4. The number of sites the contract covers**
All sites across University Hospitals Birmingham
- 5. The start date of the contract**
01.12.2017
- 6. The end date of the contract**
30.11.2024
- 7. The duration of the contract, please include information on any extensions period.**
Approximately 7 years
- 8. Who within the organisation is responsible for each of these contracts? name, Job Title, contact number and email address.**
John McElhoney Head of Contracted Services (Facilities);
john.mcelhoney@uhb.nhs.uk