

EIR REF: 25/717

31st October 2025

Tel: 0300 131 4500
Website: www.esht.nhs.uk

ENVIRONMENTAL INFORMATION REGULATIONS ACT

I am responding to your request for information under the Environmental Information Regulations Act. The answers to your specific questions are as follows:

Please consider this a formal request under the Freedom of Information Act. I would be grateful if you could provide the information requested below, related to the energy contracts within your NHS trust.

1. In relation to your Electricity contract(s):

1.1. name of current supplier?

[EDF Energy.](#)

1.2. start date of current contract?

[1st October 2025.](#)

1.3. end date of current contract?

[31st March 2029.](#)

1.4. total number of meters?

[51.](#)

1.5. agreed unit prices pence per kWh (average or range)?

[This is formal notice that under Regulation 12\(5\)\(e\) of the EIR that East Sussex Healthcare NHS Trust is unable to release the requested information in respect of spend and volumes, as it would adversely affect the commercial interests of the Trust and the Energy supplier.](#)

This regulation is subject to the public interest test. This means that not only does the information have to prejudice one of the purposes listed, but before the information can be withheld, the public interest in preventing that prejudice must outweigh the public interest in disclosure.

In this instance, we consider that the public interest in withholding the information is greater than the public interest in disclosing the information.

1.6. standing charges pence per day (average or range)?

Exception 12(5)(e) applied, please refer to 1.5 above.

1.7. total annual volume of electricity supplied for the last year?

Exception 12(5)(e) applied, please refer to 1.5 above.

1.8. any other fixed fees pence per day (e.g. capacity charges)?

Other charges, such as agreed service capacity, Distribution Network Use of System (DNUoS) and Transmission Network Use of System (TNUoS) costs are paid at Distribution Network Operator (DNO) or National Grid published rates.

1.9. is a future contract already agreed following the end of the current contract?

Not applicable.

1.10. if so, what is the duration of the new contract?

Rolling 42 months.

1.11. total amount paid to your supplier in each of the last 3 financial years?

Exception 12(5)(e) applied, please refer to 1.5 above.

1.12. was your contract procured through the CCS (Crown Commercial Service) or another basket/framework, and if so which one?

Yes - framework agreement RM6251, V30 WPS (moving to NHSE).

1.13. what notice period/break clause (if any) exist within your current contract/framework?

42 months.

1.14. what is the earliest date on which notice can be served?

15th September 2026.

1.15. is your contract a fixed price contract, or a flexible contract (where prices can vary according to market prices and when you purchase)?

Flexible.

1.16. was an energy broker used in the procurement of your electricity contract? If so which one?

No.

1.17. if a broker was used what commission was paid to the broker (in pence per kWh and total £ amount)?

Not applicable.

1.18. do you have any power purchase agreements (PPAs) in place with any renewable electricity generators?

No.

1.19. If so can you provide details?

Not applicable.

1.20. what proportion of your electricity was sourced from renewable sources?

0% in 2024/25 where supplied by our electricity supplier.

2. In relation to your Gas contract(s):

2.1. name of current supplier?

Total Energies Gas and Power.

2.2. start date of current contract?

1st October 2025.

2.3. end date of current contract?

31st March 2029.

2.4. total number of meters?

70.

2.5. agreed unit prices pence per kWh (average or range)?

Exception 12(5)(e) applied, please refer to 1.5.

2.6. standing charges pence per day (average or range)?

Exception 12(5)(e) applied, please refer to 1.5.

2.7. total annual volume of gas supplied for the last year?

Exception 12(5)(e) applied, please refer to 1.5.

2.8. any other fixed fees pence per day (e.g. capacity charges)?

None.

2.9. is a future contract already agreed following the end of the current contract?

Not applicable.

2.10. if so what is the duration of the new contract?

Rolling 42 months.

2.11. total amount paid to your supplier in each of the last 3 financial years?

Exception 12(5)(e) applied, please refer to 1.5.

2.12. was your contract procured through the CCS (Crown Commercial Service) or another basket/framework, and if so which one?

Yes - framework agreement RM6251, V30 WPS (moving to NHSE).

2.13. what notice period/break clauses (if any) exist within your current contract/framework?

42 months.

2.14. what is the earliest date on which notice can be served?

15th September 2026.

2.15. is your contract a fixed price contract, or a flexible contract (where prices can vary according to market prices and when you purchase)?

Flexible.

2.16. was an energy broker used in the procurement of your electricity contract? If so which one?

No.

2.17. if a broker was used what commission was paid to the broker (in pence per kWh and total £ amount)?

Not applicable.

3. In relation to your sustainability activities:

3.1. what are the Trust's priorities in regard to a net zero pathway?

To achieve net zero carbon in line with NHS England Greener NHS targets.

3.2. what carbon reporting you have in place, or plans to put in place?

Included as part of Trust Annual Report figures, and at regular in-year reporting to the Green Plan Programme Board.

3.3. please provide the contact details for the Energy, ESG or Sustainability lead within the Trust.

Adrian Knight
Acting Director of Estates & Facilities

We are unable to provide the contact details of staff as we consider this information to be exempt from release in accordance with section 44 of the Freedom of Information Act (Prohibition on disclosure) and would refer to the Privacy and Electronic Communications EC Directive Regulations 2003 which provide specific rules on electronic communication services, including marketing (by phone, fax, email or text) and keeping communications services secure. We will not provide any information that could result in the transmission of unsolicited communications which may place an unacceptable risk to our email network and could also have a detrimental impact on patient care and treatment.

The contact number for the Trust is accessible on the Trust website <http://www.esht.nhs.uk>.

This is an absolute exemption and there is, therefore, no requirement to consider the public interest.

If I can be of any further assistance, please do not hesitate to contact me.

Should you be dissatisfied with the Trust's response to your request, you have the right to request an internal review. Please write to the Freedom of Information Department (esh-tr.foi@nhs.net), quoting the above reference, within 40 working days. The Trust is not obliged to accept an internal review after this date.

Should you still be dissatisfied with your EIR request, you have the right of complaint to the Information Commissioner at the following address:

The Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF

Telephone: 0303 123 1113

Yours sincerely

Freedom of Information Department
esh-tr.foi@nhs.net