

Schedule of Charges

1) This schedule of Fees has been developed to comply with:

- Sections 9 and 13 of the Freedom of Information Act 2000 (known as FOIA);
- Regulation 8 of the Environmental Information Regulations 2004 (referred to as EIR);
- Sections 7 and 9A of the Data Protection Act 1998 (referred to as the DPA); and
- The Data Protection (Appropriate Limit and Fees) Regulations 2004 (also known as the Fees Regulations).

Fees for information available in this Publication scheme

2) Where information held in our Publication Scheme is viewed online or downloaded, no charge will be made for this service. We encourage all our users to take advantage of this service and wish to discourage printed copies.

3) If you wish to obtain a printed copy (otherwise known as a hard copy) of any information held in this publication scheme, a charge will be made according to the following sets of disbursement charges.

4) From time to time we may make a charge for viewing information which falls within the scope of the FOIA on our premises. Currently the information within our Publication Scheme is only available for inspection in limited circumstances such as where you do not have access to a computer or the Internet. We do not envisage making a charge for these cases, but this right is reserved where we may need to hire a room convenient for you.

5) The EIR does not allow public bodies to charge members of the public who wish to inspect any environmental information which we may hold.

Disbursement Charges

6) The cost of disbursements will be the total cost of 'charge A', 'charge B' and 'charge C' set out below.

7) If you request multiple copies of the same information, the amount charged will be the printing (and if appropriate the binding costs) of one copy multiplied by the number of copies requested plus the cost of your chosen method of postage as described above.

8) If you require printouts of a range of different documents, then the total cost will be the sum of the costs of printing and (where appropriate the costs of binding) every document you have chosen.

9) We will, in collaboration with our partner Yorkshire and Humber Commissioning Support, waive the following disbursement costs if the total cost of communicating the information is below £10.00.

10) Any disbursement charges above the amount we have decided to waive will be communicated to you in the form of a Fees Notice. Please see below for more information about Fees Notices.

Charge A – printing costs

Paper size	Cost for monochrome (i.e. black and white) printing	Cost for colour printing
A4 single sided	10 pence per sheet	20 pence per sheet
A4 double sided	15 pence per sheet	30 pence per sheet
A3 single sided	20 pence per sheet	40 pence per sheet
A3 double sided	30 pence per sheet	60 pence per sheet

Plus Charge B – collation, finishing and binding costs

Price on application. If you wish to have your information bound, then this will attract an additional fee depending on the prevailing costs.

Plus Charge C - postage costs

Price on application. The cost of postage will depend on the Royal Mail postage rates at the time of your request. The cost will also depend on the:

- size and weight of the package;
- whether you select first class or second class; and
- whether you select to have the information sent by recorded delivery or special delivery.

Plus any charges for specific disbursements

Media chosen	Cost per item of media
Photographs	According to the cost of printing at the time of your request, whether the paper is glossy or matt, whether the image is to be printed in monochrome or in colour and depending on the size of your photo.
CD-ROM	£1.50 per CD
DVD	£2.00 per DVD
Video or audio cassette	On application (CD-ROM or DVD would be the preferred medium)
Translation into Braille, large type or a language other than English	On application. Please note that charges will not apply for any such costs arising out of us meeting our obligations under disability or equality legislation.

Fees for information communicated in response to a written request

11) Where information is communicated to you by electronic means, *subject to the section below regarding appropriate limit costs*, there will be no charge.

12) Where you have chosen another format or medium other than electronic, *subject to the section below regarding appropriate limit costs*, we will make a charge according to the total cost of disbursements charges described above.

Appropriate Limit Costs

13) Section 12 of the FOIA gives public bodies the right to refuse - or make a charge - where the cost of meeting your request would be too high or when it would take too much staff time to deal with your request. The cut-off point, also known as the appropriate limit, is defined in Regulation 4 of the Fees Regulations.

14) The Fees Regulations also explain that before we are allowed to refuse your request or make a charge, we must perform a calculation. This is based on the appropriate limit for our type of public body, which is 18 hours multiplied by the cost of staff time, which is currently set at a standard £25 per hour. The appropriate limit staff costs currently equate to £450.

15) If your written request for information will take more than 18 hours for us to:

- determine whether the information is held;
- to locate that information;
- to retrieve the information; and
- to edit or extract the information from documents in which it is contained

we are therefore allowed to refuse your request or ask you to make a payment.

16) The appropriate limit staff costs charged would be equal to the total number of hours we require to complete the above tasks multiplied by the current £25 cost per hour. It is important to note that the cost which we would levy would not be the excess cost above the appropriate limit of £450, but the total cost of our staff time.

17) If the cost of performing the above tasks falls below the appropriate limit staff costs of £450, we would not make a charge and we will continue to process your request, which it is important to note could be subject to other exemptions laid down in Part II of the FOIA.

18) The costs of appropriate limit staff time will be in addition to the costs of disbursements described above. Therefore the cost of printing, binding, postage and costs of media such as CD-ROMs or DVDs may also be applicable to requests for large volumes of information.

19) One of the principal duties which the FOIA imposes upon all public bodies is to offer advice and guidance to applicants in need of assistance. This is especially important in cases where your request may have exceeded the appropriate limit. Therefore we will contact you to explain that your request will exceed the appropriate limit and ask you if you would like to narrow and reduce the scope of your request (such as one year's information rather than two), or define and focus the criteria more tightly (for example a selection of documents, not all). You are of course at liberty to withdraw your original request but we will try to work with you to avoid the appropriate limit staff costs.

20) We cannot include the time it takes our staff to prepare and send you our Fees Notice, or the time we take to:

- compile our response to you; or
- consider exemptions to disclosure or public interest tests; or
- redact or summarise the information requested; or
- obtain legal advice or consult third parties; or
- check and authorise our responses to you.

Similarly we cannot charge for offering you advice and assistance. Only the four tasks listed in point 15) above can be included in our appropriate limit calculation.

21) Our letter to you will also point out that if you wish us to process your original request, we will make a charge before we continue. This letter is referred to as a Fees Notice. Please see below for more information on Fees Notices.

22) Section 12 of the FOI allows public bodies to apply the appropriate limit ruling whenever we receive two or more similar or the same basic requests from you (or someone who appears to be acting in concert with you or as part of a campaign) within a period of 60 working days from the date of the first request. This means that the time taken to perform all the tasks listed in point 15) above can be aggregated across all your requests received within that 60 day period to decide whether your requests taken as a whole exceed the appropriate limit.

23) Appropriate limit fees or aggregation of appropriate limit fees are not available under EIR.

Fees Notices and Payments

27) As described in Section 9 of the FOIA, we will send you a Fees Notice whenever a fee is payable according to the criteria set out in this Schedule of Charges.

28) Our Fees Notice will be sent to you within 20 working days of receiving your request.

29) Our fees notice will provide a list of all disbursement costs which apply and appropriate limit costs if these are appropriate. In all cases, the basis for the calculations will be included. The cost of disbursements may be estimated until the response is ready.

30) Where a charge is made for appropriate limit charges of two or more requests received within 60 working days as described in point 23) above, we will also list the calculations for all affected requests.

31) VAT may be chargeable at the current appropriate rate on certain items such as disbursements as well as other charges. If VAT is applicable it will be indicated on the Fees Notice.

32) Your request for information (or request for a copy of information held in our Publication Scheme in another format) will be placed on hold until you have paid the fees. This will also apply where more than one request is subject to an appropriate limit charge.

33) In the case of request for information which falls within the jurisdiction of the FOIA, if you choose not to pay the fees within **three months** of the date of our Fees Notice, we will close your request as described in Section 9 of the FOIA.

34) In the case of two or more requests received within 60 working days as described in points 23) and 27) above, if you choose not to pay the fees within **three months** of the date of our Fees Notice we will process the first request, providing that it does not exceed the appropriate limit on its own, and we will close any subsequent request or requests which exceed the aggregated appropriate limit.

35) In the case of a request for environmental information, if you choose not to pay the fees within **60 working days** of our Fees Notice, we will close your request as described in Regulation 8 of the EIR.

36) Once you have paid the fees in full and payment has been cleared through the bank, we will re-activate your request and continue to process your request. This means that the normal 20 working day period from receiving your request to the point by when we are legally obliged to have communicated the information you requested will have been extended by the number of days between us issuing our Fees Notice and your payment being received. We will not retain your payment for several days before banking but we may not be able to bank your payment if payment arrives after the banks have closed.

37) We will issue you with a receipt for payment on request.

38) If we have overestimated the cost of disbursements or appropriate limit charges by more than £5 we are obliged to refund you the overcharge.

39) If we underestimate the cost of disbursements or appropriate limit charges we will not normally ask you for the difference. However in extreme cases, we will send you a second Fees Notice.

40) Cheques should be made payable to eMBED Health Consortium, on behalf of NHS Leeds CCG.

Re-use of information

41) The Re-use of Public Sector Information Regulations 2005 allows a charge to be set in respect of a copyright licence for any information intended for re-use. It is important to note that re-use without obtaining the necessary permission first may constitute a breach of copyright so we encourage you to request re-use beforehand.

42) We will not make a charge if the information is to be re-used purely for private, educational or research purposes. However we may make a charge where you wish to republish our information or re-use our information for commercial purposes.

43) We also reserve the right to waive any such charges on your assurances that our information will carry our copyright notice.

Waiver

44) NHS Leeds CCG reserves the right to waive any of the above charges at its entire discretion.