

20 October 2026

Dear

ATISN 27554 – Victoria Wharf, Cardiff: PRP internal fire safety surveys and Taylor Wimpey further investigations

Information Requested.

Thank you for your request which was received by Welsh Government on the 22 September 2026.

You requested:

1. The brief, scope of services and contract (or extract) under which PRP was appointed by the Welsh Government to carry out internal passive fire protection surveys at Victoria Wharf, Cardiff, in 2024–2026, and the total cost to the Welsh Government of those surveys.
2. Any record of "access issues" affecting the PRP surveys at Victoria Wharf, and any assessment by the Welsh Government of the effect of those issues on the reports' findings.
3. The note, minutes or record of the meeting (referred to in the Building Safety Team's email of 22 September 2026) at which Taylor Wimpey advised that the PRP reports were "not sufficiently comprehensive", and any correspondence in which Taylor Wimpey requested, and the Welsh Government agreed to, additional investigations.
4. The scope, appointed surveyor and timetable of Taylor Wimpey's additional investigations at Victoria Wharf, as notified to or held by the Welsh Government.
5. Any Welsh Government policy, guidance or decision on whether a developer may substitute its own survey for a Welsh Government-commissioned survey in determining responsibility for defects under the Pact and developer contract.
6. The Building Safety Team's monitoring records for Victoria Wharf covering internal (compartmentation) works from January 2024 to date.

Our response

1. In respect of the 'brief, scope of service contract under which PRP was appointed to carry out internal passive fire protection surveys at Victoria Wharf, Cardiff – **this information is not held.**

In respect of the total cost of those surveys, I have decided this information is exempt from disclosure. The reasons for applying these exemptions are set out in full at Annex 1 to this letter.

2. This information is not held by Welsh Government.

3. I have decided this information is exempt in part from disclosure. A copy of the information we have decided to release is enclosed. We have decided that some of the information requested is exempt from disclosure under section 40(2) and 41(1) of the Freedom of Information Act and is therefore withheld. The reasons for applying these exemptions are set out in full at Annex 1 to this letter.

4. This information is not held.

5. This information is publicly available here: [Developer remediation contract: form | GOV.WALES](#). Please see Clause 5.3 (D).

6. I have decided this information is exempt in part from disclosure. A copy of the information we have decided to release is enclosed. We have decided that some of the information requested is exempt from disclosure under section 40(2) and 41(1) of the Freedom of Information Act and is therefore withheld. The reasons for applying these exemptions are set out in full at Annex 1 to this letter.

Next steps

If you are dissatisfied with the Welsh Government's handling of your request, you can ask for an internal review within 40 working days of the date of this response. Requests for an internal review should be addressed to the Welsh Government's Freedom of Information Officer at:

Information Rights Unit,
Welsh Government,
Cathays Park,
Cardiff,
CF10 3NQ

or Email: Freedom.ofinformation@gov.wales

Please remember to quote the ATISN reference number above.

You also have the right to complain to the Information Commissioner. The Information Commissioner can be contacted at:

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

However, please note that the Commissioner will not normally investigate a complaint until it has been through our own internal review process.

Yours sincerely

Annex 1 - Application of exemptions/exceptions

The Freedom of information Act provides a right for anyone to ask a public authority to make requested information available to the wider public. As the release of requested information is to the world, not just the requester, public authorities need to consider the effects of making the information freely available to everybody. Any personal interest the requester has for accessing the information cannot override those wider considerations.

I have decided to withhold the following information:

Information being withheld	Section number and exemption name
Personal information included within the signed contract.	Section 40(2) - Personal Information
Information provided in confidence / subject to confidentiality	Section 41(1) – Information from any other person in confidence
Total costs for services delivered by a third-party contractor	Section 43 – Prejudice to commercial interests

This Annex sets out the reasons for the engagement of section **40(2)**, **41(1)** and **43** of the **Freedom of Information Act** and our subsequent consideration of the Public Interest Test.

Section 40 – Personal Information

Section 40(2) together with the conditions in section 40(3)(a)(i) or 40(3)(b) provides an absolute exemption if disclosure of the personal data would breach any of the data protection principles.

‘Personal data’ is defined in sections 3(2) and (3) of the Data Protection Act 1998 (‘the DPA 2018’) and means any information relating to an identified or identifiable living individual. An identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

We have concluded that, in this instance, the information requested contains third party personal data.

Under Section 40(2) of the FOIA, personal data is exempt from release if disclosure would breach one of the data protection principles set out in Article 5 of the GDPR. We consider the principle being most relevant in this instance as being the first. This states that personal data must be:

“processed lawfully, fairly and in a transparent manner in relation to the data subject”
The lawful basis that is most relevant in relation to a request for information under the FOIA is Article 6(1)(f). This states:

“processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child”.

In considering the application of Article 6(1)(f) in the context of a request for information under FOIA it is necessary to consider the following three-part test:-

- **The Legitimate interest test:** Whether a legitimate interest is being pursued in the request for information;
- **The Necessity test:** Whether disclosure of the information/confirmation or denial that it is held is necessary to meet the legitimate interest in question;
- **The Balancing test:** Whether the above interests override the interests, fundamental rights and freedoms of the data subject.

Our consideration of these tests is set out below:

1. Legitimate interests

There is a legitimate interest in accessing the contract, however we can see no legitimate interest in accessing personal data identified in the correspondence and meeting notes.

2. Is disclosure necessary?

It is not necessary to release the personal data in order to understand the correspondence and meeting notes. We therefore believe disclosure of personal data is not necessary.

3. The balance between legitimate interests and the data subject’s interests or fundamental rights and freedoms

We do not believe that any interest in accessing the personal data within the correspondence and meeting notes outweighs the fundamental rights and freedoms of the data subjects, as provided by the Data Protection Act 2018. The individuals involved in the monitoring of the developer contract would not have reasonably expected their personal data to be released into the public domain in this context. As such we believe that disclosure would be unfair under the data protection principles and, as such, should be withheld.

Section 41 – Information provided in confidence

Section 41 allows public bodies to withhold information from disclosure where the information was obtained from a third party (in this case Taylor Wimpey) in confidence and to disclose such information otherwise would be a breach of confidence actionable by that third party.

Section 41(1)(a) clarifies ‘a set of minutes that record the views expressed by a stakeholder or contractor during a meeting with the authority;’ would be information obtained by a third party.

In the assessment of this exemption we must consider if disclosing it to the public would expose the authority to a successful cause of action for a breach of confidence.

- Some of the information you have requested was produced internally as a record of information we believe to have been provided in confidence under Clause 28 of the Self Remediation Terms, and the definition of 'Confidential Information' at Annex 1. Therefore, there is an express contractual duty of confidence.
- Some of the information you have requested contains opinions and statements regarding other parties and commercial entities, disclosure of the information could be detrimental to Taylor Wimpey's commercial interests, the commercial interests of those parties not subject to this request and their future dealings with those parties.

On consideration, we believe that an action for breach of confidence by Taylor Wimpey would likely succeed. Whilst the Section 41 exemption is not itself subject to a public interest test, the public interest test is a consideration to determine whether an action for breach of confidence would succeed. Whilst there may be some arguments that the public interest in disclosing the information would outweigh maintaining its confidentiality (such as understanding decisions made, accountability and transparency) we believe that the public interest in maintaining confidentiality would outweigh the public interest in disclosing the information here as it may undermine the confidentiality and the relationship of trust between the developers (and others) with Welsh Government when disclosing information and make such entities reticent of disclosing information in the future, possibly give rise to issues of risk not only to Taylor Wimpey but to others, as well as the fact that the information includes commercially sensitive information defined in the contractual relationship between Taylor Wimpey and the Welsh Ministers.

Section 43 – Commercial prejudice

The exemption applies when complying with the request would prejudice or would likely to prejudice commercial interests. The total costs of a specific service delivered by one of Welsh Government third-party contractors is not information currently in the public domain.

The Welsh Government consider that to release the information into the public domain, we would allow competitors and/or other third parties (including but not limited to other suppliers contracted for similar services to Welsh Government etc) access to this business information. This would be highly prejudicial and harmful to the commercial interests of the contractor, its trading position and their ability to remain competitive.

In line with the terms of this exemption, we have considered whether it would be in the public interest for us to provide you with the information, despite the exemption being applicable, for reasons of transparency.

Whilst Welsh Government recognises the importance of transparency in the expenditure of public funds, disclosure of the total contract value in this instance would be likely to prejudice both the contractor's and the Welsh Government's commercial interests.

Competitors could use the information to make inferences about the contractor's pricing strategy, profit margins, and operational costs, thereby gaining an unfair advantage in future procurement exercises.

Furthermore, disclosure would be likely to prejudice the public authority's own commercial interests by undermining its ability to secure best value in future procurements. If suppliers know that detailed contract expenditure information will be disclosed, they may be less willing to offer their most competitive prices or innovative commercial arrangements, leading to reduced competition and potentially higher costs to the public purse.

It is not in the public interest for contractors appointed by Welsh Government to have their costs for specific services disclosed into the public domain and suffer commercial prejudice because of their contract with Welsh government. Release of this information would cause such harm and would likely negatively impact their ability to remain competitive by disclosing commercial information to competitors.

Having considered the public interest, the authority acknowledges the public interest in transparency regarding public expenditure. However, in this case, that interest is outweighed by the stronger public interest in protecting fair competition, safeguarding future procurement and negotiation processes, and ensuring the authority can continue to achieve value for money on behalf of taxpayers.