

Environmental Information Regulations 2004 (EIR)

Decision notice

Date: 24 January 2020

Public Authority: Woking Borough Council
Address: Civic Offices
Gloucester Square
Woking
Surrey
GU21 6YL

Decision (including any steps ordered)

1. The complainant has requested information relating to the planned redevelopment of Woking Football Club's stadium, together with and associated residential property development. The council initially withheld information under Regulation 12(5)(e). During the course of the Commissioners investigation it disclosed the majority of the information, however, it maintained redactions under Regulation 12(5)(e) and under Regulation 13(1) (personal data).
2. The Commissioner's decision is that the council was correct to apply Regulation 12(5)(e) and Regulation 13(1) to redact sections from the information it has disclosed. She has, however, decided that the council did not comply with the requirements of Regulation 5(2) in that it did not disclose information to the complainant within 20 working days.
3. The Commissioner does not require the council to take any steps.

Request and response

4. On 6 April 2019, the complainant wrote to the council and requested information in the following terms:

"Under the Freedom of Information Act please supply ALL details of tenders for the proposed redevelopment of Woking Football Club and the homes on land adjoining the club ground, owned by the council."

5. The council responded on 7 May 2019 and refused the request on the basis that Regulation 12(5)(e) (commercial confidentiality) of the EIR applied. It said that the council did not invite tenders for the proposal and so no information is held in this respect. It said that the council has agreed, subject to certain conditions, to allow its land to form part of the proposed development, but it applied Regulation 12(5)(e) to the information it holds in this respect.
6. The complainant requested a review on 8 May 2019. The council provided the outcome of its review on 3 July 2019. It maintained its initial position that the information it holds is exempt under Regulation 12(5)(e).
7. During the Commissioner's investigation the council decided that, given the time which has passed since the request was made, it was in a position to disclose the vast majority of the withheld information. In December 2019 therefore it published this information on its website and disclosed a link to the complainant. Some sections remained redacted under Regulation 13(1), personal data of third parties, and under Regulation 12(5)(e). It also said that it has published a number of reports in respect of the proposed development that had previously been considered to be confidential information and withheld previously.
8. The withheld information does not specifically relate to tenders concerning the project. The council argues that it does not hold any information relating to tenders specifically, however, the withheld information does relate to the project overall; and some of the information describes situations where there may be tenders required in the future. The disclosure is comprehensive in nature.

Scope of the case

9. The complainant contacted the Commissioner on 19 May 2019 to complain about the way his request for information had been handled. His initial complaint was that the council had failed to respond to his request for information.
10. Following receipt of the council's response he complained to the Commissioner that exemptions had been applied to withhold information from disclosure.
11. Following the council's disclosure of information in November 2019 the Commissioner asked the complainant whether he was now satisfied with the council's response to his request. The complainant said that he considered that there was information missing, in respect of the fact that no information on tenders had been disclosed. He also disagreed with the redactions of some sections from the information under Regulation 12(5)(e). He also considered that the council was not correct to redact the signatures on the contract under Regulation 13(1).
12. Whilst the Commissioner notes that the complainant's initial request only relates to any information held about tenders by the council, she has considered the redactions which the complainant has further complained about on the basis that the council has sought to provide this information to the complainant in response to his initial request (and other associated requests) which he made about the project. Additionally, this information became part of the complaint as the complainant's request for review included a review of this information.
13. The Commissioner therefore considers that the complaint is that the council was not correct to apply Regulation 12(5)(e) and Regulation 13(1) to the information. She will also consider whether there is further information held falling within the scope of the complainant's request as regards information on tenders.

Reasons for decision

Regulation 5(1) - Duty to make environmental information available

9. Regulation 5(1) provides a general duty to make environmental information available. This should generally happen within 20 working days in accordance with regulation 5(2) unless a valid exception applies.
10. In cases where a dispute arises over the extent of the recorded information that was held by a public authority at the time of a request,

the Commissioner will consider the complainant's evidence and argument. She will also consider the actions taken by the authority to check that the information was not held and she will consider if the authority is able to explain why the information was not held. For clarity, the Commissioner is not expected to prove categorically whether the information was held. She is only required to make a judgement on whether the information was held "on the balance of probabilities".¹

Is any information on tenders held?

14. The complainant specifically raised the issue that the disclosed information does not provide any information on the tenders which were received for the development by the council.
15. The council argues that no tenders were received because the council never sought any. It said that the council was approached by the football club which had been in discussions with the developer over the redevelopment of the football club. The redevelopment, as planned, would include land which is owned by the council. The council said that it had agreed to the football club using its land as part of the redevelopment, subject to certain conditions.
16. The council did not describe any searches which it had carried out to determine whether tenders were held or not, however under the circumstances, and given its response, the Commissioner has no reason to doubt the council's explanation as to why no information on tenders is held. Whilst the complainant requested tenders and does not believe that the project has gone ahead without them, the developer and the football club were the instigators of the project, not the council. Therefore, the council was approached with details of the project, and it would not have needed to carry out a tendering exercise.
17. The Commissioner notes that the council is in negotiations with a fitness company regarding providing new premises as part of the overall agreement. Whilst she considers that it is possible that this phase of the development might require a tendering exercise by the council, at the time of the request the agreement was still in early stages and therefore no tenders would have been carried out to provide work by this point. The council said that the heads of terms of the agreement between the council and the fitness company are still under negotiation between the parties.

¹ This approach is supported by the Information Tribunal's findings in Linda Bromley and Others / Environment Agency (31 August 2007) EA/2006/0072

18. The Commissioner has therefore decided that, on a balance of probabilities, the council does not therefore hold any information on tenders relating to the project.

Regulation 12(5)(e)

19. Regulation 12(5)(e) of the EIR provided that

"...a public authority may refuse to disclose information to the extent that its disclosure would adversely affect... the confidentiality of commercial or industrial information where such confidentiality is provided by law to protect a legitimate economic interest;"

20. The Commissioner's published guidance on this exception explains that, in order for this exception to be applicable, there are a number of conditions that need to be met. These are:

- Is the information commercial or industrial in nature?
- Is the information subject to confidentiality provided by law?
- Is the confidentiality provided to protect a legitimate economic interest?
- Would the confidentiality be adversely affected by disclosure?

21. The information withheld under Regulation 12(5)(e) is costings and prices which relate to the development. The council has also withheld draft heads of terms which it is still in the process of negotiating with a fitness company.

Is the information commercial or industrial in nature?

22. The Commissioner accepts that the development is a commercial operation. It relates to the costs, budgets and prospective terms of commercial agreements which are currently under negotiation. As such she considers that the information redacted from the documents is commercial in nature.

Is the information subject to confidentiality provided by law?

23. The Commissioner considers this to include to confidentiality imposed on any person by the common law duty of confidence, contractual obligation, or statute.
24. The council highlighted that: *"The information is subject to confidentiality provided by law under a common law duty of confidence and contractual obligation. Specific contractual obligation can be found at clause 31 and 32 of the Agreement for Lease and are repeated at Clause 29 and 30 of the Implementation Agreement. Similar provisions are contained in Clause 27 of the Revolving Loan Facility Agreement,"*

25. The Commissioner also accepts that the terms under which the parties are negotiating were in a situation where a common law duty of confidentiality would be in place between them.

The obligation of confidence

26. The football club approached the council with a view to using some of its land for the purposes of the redevelopment of the stadium. The negotiations which followed resulted in commercially sensitive information relating to the development being created and shared. The developer and the football club are private concerns, and the information includes information which is sensitive to the council, as well as private commercial information relating to the terms under which the developer has engaged with both the council and the football club.
27. The Commissioner also notes the confidentiality terms within the contract and accepts that their inclusion within the agreements provides a very strong indicator that the parties had the intention that a duty of confidentiality would be created between them. Employees of the council would have recognised that this information was intended to be held in confidence between the parties, and that it should not therefore be disclosed without due authorisation from senior staff or officials.
28. The Commissioner therefore accepts that the information was provided under circumstances in which the council and the other parties would expect a duty of confidence to be in place.

The necessary quality of confidence

29. The information is not trivial and is not otherwise in the public domain. The developer and the council would suffer a commercial disadvantage in their future negotiations if the withheld information were to be disclosed to the public and hence to their competitors. The information therefore also has the necessary quality of confidence.
30. The Commissioner is therefore satisfied that, insofar as the withheld information is concerned, the information has the necessary obligation and quality of confidence, and the council therefore holds the information under a duty of confidence under common law.

Is the confidentiality provided to protect a legitimate economic interest?

31. The council argues that the legitimate economic interests which would be affected by the loss of the confidentiality are its own and that of the developer. The project is a commercial project, with the intention of creating commercial profits for the parties involved. The council argues a disclosure of the withheld information would adversely affect the profit

which might be received by the developer, and that the council itself may not obtain best value for the project if the information is disclosed.

32. The Commissioner is satisfied that the confidentiality is designed to protect the legitimate economic interests of the developer and the council.

Would the confidentiality be adversely affected by disclosure?

33. The council argues that:

"The disclosure of the information would adversely affect the commercial interests of the Council and GolDev. The information that has been withheld contains highly sensitive commercial costings. The project was in its early stages and terms have not been agreed with third parties to purchase properties needed to move the development forward. Some of the elements of the project have yet to be negotiated and disclosure of the withheld information at this stage would prejudice the relevant parties' commercial interests in any future processes and negotiations. GolDev's negotiating position would be significantly weakened and that future negotiations to do with the development, and its competitive position in the market place, would also be adversely affected.

34. The Council has redacted monetary figures in respect of transactions that have not yet been completed together with the draft Heads of Terms with a fitness company under Regulation 12(5)(e).

35. It said that it has also redacted the Agreed Purchase Costs for two areas where it is intending to purchase properties in order to further the development. It argues that the redacted figures provide the maximum costs that, under the terms of the agreement, they would pay for the properties. It argues that this information is commercially sensitive information and the release at this stage would greatly affect its negotiating position. It argued that, in simple terms, if the property owners know the maximum price which the council is willing to pay for their properties, they would not agree to accept a lower figure.

36. The council said that it has also redacted the maximum construction cost of a new premises for the fitness company. It said that this is commercially sensitive as the project is in its 'early days'. It explained that if its figures on the maximum construction costs were made public at this would adversely affect its negotiating position with future contractors; if contractors know the maximum budget cost for the works they will tender for the works in or around that cost, thereby potentially resulting in the council having to pay more to agree the provision of services. A disclosure of this information would therefore undermine the

fair playing field which it requires when tendering for the work to be completed.

37. It further argues that it has withheld the draft Heads of Terms in its entirety. It said that the Heads of Terms have not yet been finalised and that it would be premature and prejudicial to release them at this time. It argues that negotiating and agreeing Heads of Terms is a commercial activity which needs to be undertaken in confidence. The Commissioner understands that the argument is that, in effect, as the terms are still draft and under negotiation, a disclosure at this point would begin to solidify public expectations as to the agreement terms without these yet having been formally agreed by either party.
38. The council highlighted that the developer is currently working on similar development projects. It therefore argues that a disclosure of the costings information which has been redacted could affect these projects. It said that details of similar projects can be found at <https://www.goldev.com/projects>.
39. It said that it has asked the developer whether it consents to the disclosure of the information, however the developer had confirmed that it did not want the council to disclose the information as it considered that this would prejudice its commercial interests. It did not provide any specific evidence to this effect to the Commissioner, however in this instance, given the status of the negotiations at the time of the request, and the nature of the withheld information, this seems relatively clear in this case.

The Commissioner's Conclusions

40. The Commissioner has considered the council's arguments along with the information it has redacted. She is satisfied that the information is commercial information. She is also satisfied that the information was intended to be confidential between the developer and the council, and that its disclosure would prejudice the commercial interests of the developer given that the project is still live and negotiations are still ongoing as the project is still progressing.
41. The Commissioner has therefore decided that the council was correct in that Regulation 12(5)(e) is engaged. She has therefore gone on to consider the public interest test required by Regulation 12(1).
42. When carrying out the public interest test the Commissioner has taken into account the presumption towards disclosure required by Regulation 12(2).
43. The test is whether the public interest in the exception being maintained is outweighed by that in the information being disclosed.

The public interest in the information being disclosed.

44. The council identified the following arguments supported the public interest in a disclosure of the information.
45. It said that it recognised that there is a strong case for openness and transparency in public affairs when balancing public interest arguments.
46. It said that a disclosure of the information would enable the public to better scrutinise, and provide accountability for, the spending of public money. The proposed redevelopment has created a large volume of public interest.
47. It recognised that if residents have a better understanding of how public money is spent, this may give them more confidence in the integrity of the public authority and in its ability to effectively allocate public funds. Alternatively, it may enable them to make more informed challenges to the spending of public money by public authorities.
48. It said that as a result of recognising these factors it has now disclosed a large amount of commercial information and is only withholding a minimal amount of information.
49. Beyond this, the Commissioner recognises the concerns which members of the public may have regarding the development overall. A largescale residential development will have an impact upon the surrounding area and a strain on increase pressure on its infrastructure. There is a strong public interest in allowing the public access to as much information as possible to explain how, and why, decisions have been made by the council over this proposal. The Commissioner understands that some residents in the area are unhappy with the proposed development, both with the housing and with the plans for the stadium.
50. A disclosure of the draft heads of terms, which have been redacted, would provide a much clearer indication of the intentions of the council as regards its potential agreement with the fitness club. As a facility currently available to the public within the area, albeit a private concern, there is a public interest in allowing the public to understand what the intentions are as regards this amenity.

The public interest in the exception being maintained

51. The council argues that there is a public interest in allowing public authorities to withhold information which, if disclosed, would reduce its ability to negotiate or compete in a commercial environment. It argues that a disclosure of the information could inform potential competitors of its budgets and costs and may lessen any competitive advantage it

currently holds in its negotiations. It argues that this may have a significant impact upon its ability to operate successfully in the marketplace.

52. It further argues that revealing information such as a costs analysis can be detrimental to its negotiations on other contracts and procurements. If an organisation knows how a public authority costs an item or service, for example, then it can exploit this for profit or other gain when negotiating for these in the future.
53. The council has disclosed the majority of the information, and there is already some information in the public domain explaining, at a high level, what the intentions of the project are. The Commissioner recognises that this provides a degree of transparency over the plans, and she considers that this lessens the strength of the public interest arguments for the disclosure of the specific information withheld in this case

Conclusions as to the public interest

54. There is a public interest in allowing public authorities to obtain best value from its negotiations. This aids to protect public funds, and in the public obtaining the best services they can for the best appropriate price. There is also a public interest in protecting a level playing field during ongoing negotiations.
55. The vast majority of the information has now been disclosed in response to the request, albeit that that disclosure did not occur in compliance with Regulation 5(2) as it was not provided within 20 working days of the receipt of the request for information.
56. The disclosure of this information provides the public with assurances as to the intentions of the council as regards this project. Where information has been withheld under Regulation 12(5)(e) this is in order to protect the public purse and facilitate ongoing, or future negotiations with parties. The reasons for the redactions have been fully explained and the Commissioner accepts that where they have been made there are logical reasons for doing so. These redactions have been made to protect the parties commercial interests and, in part, the interests of the public overall.
57. For this reason, the Commissioner considers that the public interest rests in the exception in Regulation 12(5)(e) being maintained for the information which remains redacted.

Regulation 12(2)

58. Regulation 12(2) of the EIR requires a public authority to apply a presumption in favour of disclosure when relying on any of the regulation 12 exceptions. As stated in the Upper Tribunal decision *Vesco v Information Commissioner (SGIA/44/2019)*, "*If application of the first two stages has not resulted in disclosure, a public authority should go on to consider the presumption in favour of disclosure...*" and "*the presumption serves two purposes: (1) to provide the default position in the event that the interests are equally balanced and (2) to inform any decision that may be taken under the regulations*" (paragraph 19).
59. As covered above, in this case the Commissioner's view is that the balance of the public interests favours the maintenance of the exception, rather than being equally balanced. This means that the Commissioner's decision, whilst informed by the presumption provided for in Regulation 12(2), is that the exception provided by Regulation 12(5)(e) was applied correctly.

Regulation 13(1)

60. The council applied Regulation 13(1) to withhold the signatures of council officials (not their identities), together with the names of property owners they were conducting negotiations with.
61. Regulation 13(1) of the EIR provides that information is exempt from disclosure if it is the personal data of an individual other than the requester and where one of the conditions listed in regulation 13(2A), 13(2B) or 13(3A) of the Data Protection Act 2018 is satisfied.
62. In this case the relevant condition is contained in regulation 13(2A)(a)² of the Data Protection Act 2018. This applies where the disclosure of the information to any member of the public would contravene any of the principles relating to the processing of personal data ('the DP principles'), as set out in Article 5 of the General Data Protection Regulation ('GDPR').
63. The first step for the Commissioner is to determine whether the withheld information constitutes personal data as defined by the Data Protection Act 2018 ('DPA'). If it is not personal data, then regulation 13 of the EIR cannot apply.

² As amended by Schedule 19 Paragraph 307(3) DPA 2018.

64. Secondly, and only if the Commissioner is satisfied that the requested information is personal data, she must establish whether disclosure of that data would breach any of the DP principles.

Is the information personal data?

65. Section 3(2) of the DPA defines personal data as:

“any information relating to an identified or identifiable living individual”.

66. The two main elements of personal data are that the information must relate to a living person and that the person must be identifiable.
67. 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.
68. Information will relate to a person if it is about them, linked to them, has biographical significance for them, is used to inform decisions affecting them or has them as its main focus.
69. The withheld information is the signatures of council officials, and the identities of property owners which the council is seeking to negotiate with.
70. The signatures of council officials provide their names, and a degree of biographical information about them, namely, what their personal signature looks like. A disclosure of this information could have an effect on their private lives given that a copy of the signature would then be in the public domain and potentially exploitable by criminals for their own purposes. The Commissioner is therefore satisfied that this information is information relating to them, and therefore personal data belonging to them.
71. The identity of property owners is clearly personal data.
72. In the circumstances of this case, having considered the withheld information, the Commissioner is satisfied that the information relates to the above individuals. She is satisfied that this information both relates to, and identifies the individuals concerned and is information about them or related to them. This information therefore falls within the definition of ‘personal data’ in section 3(2) of the DPA.

73. The fact that information constitutes the personal data of an identifiable living individual does not automatically exclude it from disclosure under the EIR. The second element of the test is to determine whether disclosure would contravene any of the DP principles.
74. The most relevant DP principle in this case is principle (a).

Would disclosure contravene principle (a)?

75. Article 5(1)(a) of the GDPR states that:

"Personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject".

76. In the case of an EIR request, the personal data is processed when it is disclosed in response to the request. This means that the information can only be disclosed if to do so would be lawful, fair and transparent.
77. In order to be lawful, one of the lawful bases listed in Article 6(1) of the GDPR must apply to the processing. It must also be generally lawful.

Lawful processing: Article 6(1)(f) of the GDPR

78. Article 6(1) of the GDPR specifies the requirements for lawful processing by providing that "*processing shall be lawful only if and to the extent that at least one of the*" lawful bases for processing listed in the Article applies.
79. The Commissioner considers that the lawful basis most applicable is basis 6(1)(f) which 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"³.

³ Article 6(1) goes on to state that:-

"Point (f) of the first subparagraph shall not apply to processing carried out by public authorities in the performance of their tasks".

However, regulation 13(6) EIR (as amended by Schedule 19 Paragraph 307(7) DPA) provides that:-

80. In considering the application of Article 6(1)(f) of the GDPR in the context of a request for information under the EIR, it is necessary to consider the following three-part test: -
- i) **Legitimate interest test:** Whether a legitimate interest is being pursued in the request for information;
 - ii) **Necessity test:** Whether disclosure of the information is necessary to meet the legitimate interest in question;
 - iii) **Balancing test:** Whether the above interests override the legitimate interest(s) or fundamental rights and freedoms of the data subject.
81. The Commissioner considers that the test of 'necessity' under stage (ii) must be met before the balancing test under stage (iii) is applied.

Legitimate interests

82. In considering any legitimate interest(s) in the disclosure of the requested information under the EIR, the Commissioner recognises that such interest(s) can include broad general principles of accountability and transparency for their own sakes, as well as case-specific interests.
83. Further, a wide range of interests may be legitimate interests. They can be the requester's own interests or the interests of third parties, and commercial interests as well as wider societal benefits. They may be compelling or trivial, but trivial interests may be more easily overridden in the balancing test.
84. The Commissioner recognises that the public has a legitimate interest in knowing more about the proposals. The council is in negotiations to allow part of its land to be used for the purposes of redeveloping the football club, and there is a large-scale residential development planned in order to facilitate this. There is a public interest in allowing greater transparency on actions which will affect the local community, and a

"In determining for the purposes of this section whether the lawfulness principle in Article 5(1)(a) of the GDPR would be contravened by the disclosure of information, Article 6(1) of the GDPR (lawfulness) is to be read as if the second sub-paragraph (dis-applying the legitimate interests gateway in relation to public authorities) were omitted".

large-scale residential development will clearly have a significant impact on those currently living in and around the area.

Is disclosure necessary?

85. 'Necessary' means more than desirable but less than indispensable or absolute necessity. Accordingly, the test is one of reasonable necessity and involves consideration of alternative measures which may make disclosure of the requested information unnecessary. Disclosure under the EIR must therefore be the least intrusive means of achieving the legitimate aim in question.

The signatures of the council officials

86. The titles of the individuals have been disclosed, and only the actual signatures themselves have been withheld. The complainant argues that one of the signatures may not be the signature of the person who holds the job title which was disclosed. The complainant provided his reasons for considering that that might be the case and questioned whether the redactions were appropriate. The signatories details on the document are identified as that of the Mayor, and a Council Director.
87. The Commissioner understands that the complainant's position would be that in order to facilitate the complainant's legitimate interest in knowing whether his view is correct or not it would be necessary for this information to be disclosed. The public would also potentially have a degree of legitimate interest in knowing whether the person who signed the document is the person which whose identity has been named as doing so (i.e., that the signature has not been pp'd (*per procurationem*)).
88. However, generally individuals who are able to sign a legal document on behalf of a council official must have delegated authority in order to be able to do so. Therefore, even where the actual signatory may be different, the person who has signed the document has the necessary authority to sign *as if it were that person*.
89. In both public and legal terms, therefore, barring any suggestion of unlawful actions by the person who actually signed their name, the person who is named as having signing a document will be the person who is *legally considered* to have signed the document for the purposes of legal proceedings.
90. The Commissioner therefore finds that, for this information, it is not necessary to disclose the signature in order to meet the public (and the complainant's) legitimate interests. In effect, whether the signature is pp'd or not, the legal contract is deemed to be in effect, with the signatories being those named.

The identities of the property owners.

91. As regards the identities of the property owners, neither the public nor the complainant have a legitimate interest in knowing the identities of the individuals. The council has disclosed the properties which are involved with the development, and with the provision of this information the Commissioner has identified no additional legitimate interests which would be met by the disclosure of the property owners' identities. They are private members of the public whose only involvement in the project is as a result of the actions of the parties to the agreement.
92. As such the Commissioner considers that it is not necessary to disclose the identities of these individuals.
93. As the Commissioner has decided in this case that disclosure is not necessary to meet the legitimate interest in disclosure, she has not gone on to conduct the balancing test. As disclosure is not necessary, there is no lawful basis for this processing and it is unlawful. It therefore does not meet the requirements of principle (a).
94. The Commissioner's decision is therefore that the council is correct to rely upon Regulation 13(1) to redact this information.

Regulation 5(2)

95. Regulation 5(1) of the EIR states that:

"a public authority that holds environmental information shall make it available on request."

96. Regulation 5(2) of the EIR states that:

"Information shall be made available under paragraph (1) as soon as possible and no later than 20 working days after the date of receipt of the request."

97. The request for information was received on 6 April 2019. The council informed the complainant that the majority of the requested information had been published on its website on 29 November 2019. This falls outside of the 20 working days required by Regulation 5(2).
98. Therefore, the Commissioner's decision is that the Council has breached Regulation 5(2) of the EIR.

Right of appeal

99. Either party has the right to appeal against this decision notice to the First-tier Tribunal (Information Rights). Information about the appeals process may be obtained from:

First-tier Tribunal (Information Rights)
GRC & GRP Tribunals,
PO Box 9300,
LEICESTER,
LE1 8DJ

Tel: 0300 1234504
Fax: 0870 739 5836
Email: grc@justice.gov.uk
Website: www.justice.gov.uk/tribunals/general-regulatory-chamber

100. If you wish to appeal against a decision notice, you can obtain information on how to appeal along with the relevant forms from the Information Tribunal website.

101. Any Notice of Appeal should be served on the Tribunal within 28 (calendar) days of the date on which this decision notice is sent.

Signed

Andrew White
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