

Environmental Information Regulations 2004 (EIR)

Decision notice

Date: 23 February 2016

Public Authority: Lewisham Council

Address: Second Floor
Lewisham Town Hall
Catford Road
London
SE6 4RU

Decision (including any steps ordered)

1. The complainant has requested various information from Lewisham Council in connection with its decision to dispose of its freehold interest in land in the Surrey Canal Triangle to a private developer. This information includes the consideration agreed for the disposal (in money or money's worth), the principal terms of the disposal, the due diligence report commissioned about the developer and the internal and external legal advice received.
2. Lewisham Council has withheld the entirety of the information requested under Regulations 12(5)(e) and 12(5)(b) of the EIR.
3. Commissioner's decision is that Lewisham Council has successfully applied Regulation 12(5)(e) in respect of the consideration agreed for the disposal of its freehold interests and Regulation 12(5)(b) in respect of legal brief and legal advice received.
4. The Commissioner requires Lewisham Council to take the following steps to ensure compliance with the legislation.
 - Disclose the principal terms of the disposal of its freehold interests as specified in the complainant's request with the exception of the consideration agreed
 - Disclose the withheld parts of the due diligence report prepared by Price Waterhouse Coopers in 2013

5. The public authority must take these steps within 35 calendar days of the date of this decision notice. Failure to comply may result in the Commissioner making written certification of this fact to the High Court pursuant to section 54 of the Act and may be dealt with as a contempt of court.

Background

6. Lewisham Council (the Council) entered into a conditional land sale agreement with the Renewal Group in December 2013 to dispose of its freehold interest in land adjoining The Den which is leased to Millwall Football Club (MFC) and Millwall Community Scheme (MCS) as part of a major redevelopment of the land within the Surrey Canal Triangle^{1, 23}
7. MFC and MCS cannot develop their land or sell their leasehold interests without the consent of the Council (for which it is not under any obligation to give). The sale of the Council's freehold interest to the Renewal Group is conditional upon it being able reach an agreement for the grant of new leases to MFC and MCS. However, the conditional agreement also provides that if no such agreement can be reached, the Council has the right to seek compulsory orders to take back the land subject to the leases.
8. The conditional land sale agreement also makes provision for the transfer of land back to the Council if the proposed development has not been commenced within 4 years of the transfer of its interests to the Renewal Group.

¹ The Surrey Canal Triangle site is now known as 'New Bermondsey'

² See Lewisham Council's Mayor and Cabinet meeting minutes for 11 September 2013 <http://councilmeetings.lewisham.gov.uk/documents/s24507/Surrey%20Canal%20Triangle%20Regeneration.pdf>

³ http://planning.lewisham.gov.uk/online-applications/applicationDetails.do?activeTab=summary&keyVal= LEWIS_DCAPR_62168

Request and response

9. The complaint being investigated by the Commissioner concerns a response from Lewisham Council (the Council) to two separate but related requests submitted by the complainant.

10. The complainant has agreed that the Commissioner can restrict his investigation to the Council's response to selective parts of her two requests which are stated below.

11. The first request was made on 6 March 2014 and the outstanding questions from it are as follows;

1. *'With reference to the contract for the disposal of the Council's freehold interest in the land adjoining The Den – and leased to Millwall Football Club – to Renewal, what was the consideration payable (money or money's worth) and what were the principal terms and conditions of the disposal?'*
5. *'What due diligence has the Council carried out on Renewal and why does it believe that only Renewal can exclusively undertake the redevelopment of the Surrey Canal Triangle site?'*

12. The second request was made on 14 May 2014 and the outstanding question from it is as follows;

6. *'What were the terms of the brief to Bond Dickinson for the provision of the legal advice that you say is legally privileged? What was the nature of the legal advice provided by the Council's Head of Law? Please explain why disclosure would have an adverse effect on the course of justice.'*

13. In so far as it may be relevant to question 1 in the above request dated 6 March 2014, the complainant has asked the Commissioner to take into account points 1 and 2 in her request dated 14 May 2014 when she stated;

1. *'While the Council may contend that some of this information is commercially confidential, it cannot be the case that ALL of the terms and conditions of the contract for the disposal of the land to Renewal are confidential. Please provide as much information as possible and indicate the nature of the information that you are choosing not to provide and explain why it is in the public interest to withhold such information. In particular, please explain why you consider that the public interest justifies the continued withholding of information on the consideration to be*

paid for the disposal of public assets, namely, the Council's freehold interests?

2. Please explain why disclosure would undermine the Council's commercial relationship with Renewal. Contracts have already been exchanged, so how would disclosure affect the relationship?'

14. In his two Decision Notices dated 18 September 2014 relating to the above two requests under references FS50551446 and FER0554957 respectively, the Commissioner ordered the Council to respond under Regulations 11 and 5 of the EIR.
15. As ordered by the Commissioner in his above Decision Notices the Council responded to the complainant on 30 October and 6 November 2014.
16. In relation to question 1 of the request dated 6 March 2014 the Council stated it was withholding the entirety of the requested information under Regulation 12(5)(e) of the EIR. In relation to question 6 of the same request the Council disclosed 'the scope of works for the financial due diligence exercise carried out by PWC' with the names and signatures redacted under Regulation 12(3) but added that it was maintaining its position that the remainder of the information was exempt from disclosure under Regulation 12(5)(e) of the EIR.
17. In relation to question 6 of the request dated 14 May 2014 the Council stated that it was withholding the information in its entirety under Regulation 12(5)(b) of the EIR.

Scope of the case

18. The complainant contacted the Commissioner on a number of occasions to complain about the Council's response to her above requests.
19. The scope of the Commissioner investigation is limited to the Council's response to questions 1 and 5 of her request dated 6 March 2014 and question 6 of her request dated 14 May 2014 as stated above.

Reasons for decision

20. The Council has relied upon Regulations 12(5)(e) and 13 of the EIR in respect of questions 1 and 5 of the complainant's request dated 6 March 2014 and Regulation 12(5)(b) in respect of question 6 of her request dated 14 May 2014. The Commissioner will now deal these exceptions in turn.

Regulation 12(5)(e) of the EIR – confidentiality of commercial or industrial information

21. The Council has applied Regulation 12(5)(e) to the entirety of the information falling within the scope of question 1 and some of the information in relation to question 5 of the complainant's request dated 6 March 2014. The purpose of this exception is to protect any legitimate economic interests underlying commercial confidentiality.
22. The Commissioner's guidance⁴ states that legitimate economic interests could relate to retaining or improving market position, ensuring that competitors do not gain access to commercially valuable information, protecting a commercial bargaining position in the context of existing or future negotiations, avoiding commercially significant reputational damage, or avoiding disclosure which would otherwise result in a loss of revenue or income.
23. The construction of the exception effectively imposes a four-stage test, each part of which must be satisfied for the exception to be engaged:
- (i) The information is commercial or industrial in nature.
 - (ii) Confidentiality is provided by law. This will include confidentiality imposed on any person by the common law of confidence, contractual obligation, or statute.
 - (iii) The confidentiality is protecting a legitimate economic interest. If the arguments refer to the economic interests of a third party we will require evidence that the third party has expressed concerns about disclosure.
 - (iv) The confidentiality would be adversely affected by disclosure. Although this is a necessary element of the exception, the Commissioner considers that this test will inevitably be satisfied if the first three conditions are established.
24. If all of the above tests are met, a public authority must go on to consider the balance of the public interest.

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https://ico.org.uk/media/fororganisations/documents/1624/eir_confidentiality_of_commercial_or_industrial_information.pdf

25. Taking into account the purpose of the exception, the Council has responded to tests (i)–(iv) in turn. The Commissioner has tested its submissions against the legislation and his analysis follows.

(i) Is the information commercial or industrial in nature?

26. The Council has argued that the information contained in the sales contract relating to the consideration agreed and principal terms of the disposal (question 1 of the request) and the due diligence report on the financial standing of the Renewal Group (question 6) is commercial in nature. The Commissioner has seen both the entire sales contact and the due diligence report and is satisfied that parts of the information that relate to questions 1 and 5 of the request are commercial in nature. The price agreed and the principal terms for the disposal of a freehold interest in land and the financial standing of a company is clearly commercial information.

(ii) Confidentiality is provided by law.

27. Confidentiality in this context will include confidentiality imposed on any person by the common law of confidence, contractual obligation, or statute. The exception can cover information obtained from a third party.

28. The Council has argued that the information in the sales contract falling within the scope of question 1 of the request dated 6 March 2014 is protected by a binding confidentiality clause in the agreement. The Council has pointed out that this confidentiality clause protects its own legitimate economic interests and those of the Renewal Group and would be breached if the requested information was disclosed under the EIR.

29. The Council has argued that information in the due diligence report prepared for it by Price Waterhouse Coopers LLP (PWC) is confidential. The report itself is marked as 'strictly private and confidential' and 'terms of business' under which PWC contracted with the Council contain a confidentiality clause. This clause provides that neither PWC nor the Council should disclose any confidential information unless required by law or regulation or by a professional body.

30. The Commissioner has seen both the sales contract and the due diligence report and is satisfied that the requested information contained in these two documents is covered by a contractual obligation of confidence. He has not therefore gone on to consider whether it is covered by the common law or a statutory bar.

(iii) The confidentiality is protecting a legitimate economic interest

31. The Commissioner considers that to satisfy this element of the exception, disclosure would have to adversely affect a legitimate economic interest of the person the confidentiality is designed to protect.
32. The Commissioner considers that legitimate economic interests could relate to retaining or improving market position, ensuring that competitors do not gain access to commercially valuable information, protecting a commercial bargaining position in the context of existing or future negotiations, avoiding commercially significant reputational damage, or avoiding disclosures which would otherwise result in a loss of revenue or income.

Whose interests?

33. The Council has argued that the economic interests to be protected are its own and those of the Renewal Group and PWC. It is not clear to the Commissioner as to whether the Council has approached the Renewal Group and PWC to seek their views. However, as the Council has entered into a contract with both organisations the Commissioner accepts that the economic interests to be protected include those of the third parties.
34. The Commissioner therefore finds that the economic interests to be protected are those of the Council, the Renewal Group and PWC.

(iv) The confidentiality would be adversely affected by disclosure.

35. The Commissioner's guidance⁵ on Regulation 12(5)(e) provides the following clarification with regard to this test at paragraphs 33 and 34:

'Public authorities will therefore need to consider the sensitivity of the information at the date of the request and the nature of any harm that would be caused by disclosure. The timing of the request and whether the commercial information is still current are likely to be key factors. Broader arguments that the confidentiality provision was originally intended to protect legitimate economic interest at the time it was

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https://ico.org.uk/media/fororganisations/documents/1624/eir_confidentiality_of_commercial_or_industrial_information.pdf

imposed will not be sufficient if disclosure would not actually impact on those interests at the time of the request.

It is not enough that disclosure might cause some harm to an economic interest. A public authority needs to establish (on the balance of probabilities – i.e. more probable than not) that disclosure **would** cause some harm'.

36. In support of this approach the Commissioner notes the interpretation guide for the Aarhus Convention, on which the European Directive on access to environmental information is based. This gives the following guidance on legitimate economic interests:

"Determine harm. Legitimate economic interest also implies that the exception may be invoked only if disclosure would significantly damage the interest in question and assist its competitors".

Consideration agreed for the disposal

37. By way of background the Council has pointed out that the Renewal Group is still completing the assembly of the site and is negotiating with the remaining landowners.

38. The Council has argued that disclosure of the information in the sales contract relating to the consideration agreed for the disposal (question 1 of the request) would cause harm to its economic interests and those of the Renewal Group.

39. The Council has further argued that disclosure of the consideration agreed for its freehold interests would prejudice the Renewal Group's negotiations with other landowners in the Surrey Canal Triangle site and could also delay the development of the site and increase the costs payable. Furthermore, the Council has argued that disclosure of the consideration agreed could in fact jeopardise the whole scheme and all of the ensuing regeneration benefits that go with it.

40. The Council has stated that disclosure of the requested information would undermine its commercial relationship with the Renewal Group and also affect its ability to negotiate effectively with other developers in the future where confidential commercial terms arise. It has pointed out that these commercial relationships serve the public interest.

41. The Commissioner accepts the Council's arguments that disclosure of the consideration paid for its freehold interests would adversely affect its commercial interests and those of the Renewal Group. The Commissioner notes that the sales contract is a conditional one and will not be finalised unless and until certain conditions are fulfilled. The Commissioner also

accepts that negotiations and discussions between the various parties are ongoing and any disclosure of the consideration agreed with the Council at this stage would prejudice these.

The principal terms of the disposal

42. The Council has argued that disclosure of the principal terms of the disposal (question 1 of the request) would cause harm to its economic interests and those of the Renewal Group.
43. In support of its agreement the Council has stated in general terms that disclosure of the requested information would undermine its commercial relationship with the Renewal Group and also affect its ability to negotiate effectively with other developers in the future where confidential commercial terms arise.
44. However, the Commissioner is not persuaded by the Council's general arguments that disclosure of the principal terms of the sale agreement would adversely affect its economic interests and those of the Renewal Group by undermining its commercial arrangements and its ability to negotiate with other developers in the future.
45. When private organisations enter into contracts and agreements with public authorities they should be aware that these arrangements are covered by the EIR and may be disclosed to the world at large. Therefore, if a public authority discloses details of its commercial arrangements with a private organisation this should not automatically prejudice its relationship with that organisation or adversely affect its ability to negotiate with other organisations in the future.
46. The Commissioner is aware that there is already quite a lot of information in the public domain regarding the terms of the conditional sale agreement between the Council and the Renewal Group.⁶ The

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<http://councilmeetings.lewisham.gov.uk/documents/s24507/Surrey%20Canal%20Triangle%20Regeneration.pdf>

<http://www.newsatden.co.uk/31627-millwall-supremo-appalled-by-councils-deal-with-developer.html>

<http://www.millwallfc.co.uk/news/article/regeneration-latest-april-1521347.aspx>

<http://www.newbermondsey.com/>

Commissioner is therefore not persuaded by the general arguments advanced so far by the Council that disclosure of all of the principal terms would prejudice its commercial interests and those of the Renewal Group.

Due diligence report carried out by PWC

47. The Council has argued that that disclosure of the withheld parts of due diligence report carried out by PWC, excluding the personal data, (question 6 of the request) would cause harm to its economic interests and those of the Renewal Group.
48. The Commissioner notes that the Council has advanced the same general arguments in relation to why disclosure of the due diligence report would prejudice its commercial interests and those of the Renewal Group as those for the principal terms of its disposal of its freehold interests.
49. What the Council has stated is that the information in the due diligence report is commercial and confidential. It has argued that this confidentiality exists to protect the legitimate economic interests of both the Council and the Renewal Group and this would be breached by disclosure.
50. The Commissioner has seen a copy of the due diligence report prepared in 2013 and notes that it is marked 'strictly private and confidential'. The Commissioner also notes that PWC's terms of business contain a confidentiality clause requiring both parties not to disclose any confidential information except if required by law or regulation.
51. However, the Commissioner is not persuaded by the Council's general arguments that disclosure of the due diligence report in its entirety will prejudice its commercial interest and those of the Renewal Group.
52. To conclude, the Commissioner is satisfied that Regulation 12(5)(e) is engaged in respect of consideration agreed with the Council for the disposal of its freehold interests. However, from the general arguments advanced so far by the Council, he is not persuaded that that Regulation 12(5)(e) is engaged in respect of principal terms of the disposal and the due diligence report prepared by PWC

The public interest

53. Regulation 12(1)(a) of the EIR provides that where Regulation 12(5)(e) is engaged then a public interest test is carried out. The test is whether, in all of the circumstances of the case the public interest in maintaining the exception outweighs the public interest in disclosing the information.

54. Regulation 12(2) provides a presumption towards the disclosure of the information.

55. The Commissioner will now consider the public interest in relation to the consideration agreed with the Renewal Group for the disposal of the Council's freehold interests.

The public interest in the information being disclosed

56. The Commissioner recognises there is a public interest of transparency and accountability regarding the actions of the Council when entering into a conditional sale agreement for the disposal of its freehold interest in public land with a private organisation (the Renewal Group) in respect of large developments of land.

57. The Commissioner also accepts that there is a public interest in knowing whether the Council has obtained the best value for the disposal of its freehold interest.

The public interest in the information being withheld

58. The Council has argued that as the agreement with the Renewal Group is a conditional one and still subject to further negotiation between the parties and possibly legal action (for example a compulsorily purchase order) it would not be in the public interest to disclose the consideration agreed for the disposal of its freehold interests. The Council has argued that if this happened it could adversely affect any negotiations with the parties involved. It might also result in the development being delayed and the costs involved increased. As a worst case scenario it might result in the development being jeopardised. The Council has stated that there is a public interest in the development proceeding to ensure all of the regeneration benefits come to fruition.

The balance of the public interest arguments

59. The Commissioner accepts there is a public interest in ensuring that there is accountability and transparency to ensure that the Council is receiving best value for the disposal of any of its freehold interests in public land. However, he also accepts that it is not in the public interest for financial terms to be disclosed as at time when negotiations are ongoing and where disclosure might hinder these resulting in the development being delayed, the costs being increased or worst case scenario, the development being abandoned.

60. The Commissioner therefore finds the public interest is balanced in favour of Regulation 12(5)(e) being maintained in respect of the consideration

agreed with the Renewal Group for the disposal of the Council's freehold interests.

Regulation 12(3) of the EIR-third party personal data

61. The Council has redacted the names and signatures of third parties in the part of the PWC's due diligence report that it disclosed to the complainant.
62. The Commissioner has not considered these redactions as the complainant has confirmed she does not wish to take issue with them.

Regulation 12(5)(b)

63. The Council has withheld the information falling within the scope of question 6 of the complainant's request dated 14 May 2014 when she asked for the brief for legal advice to Bond Dickinson and the nature of the legal advice provided by the its Head of Law under Regulation 12(5)(b) of the EIR .

64. Regulation 12(5)(b) of the EIR states that a public authority may refuse to disclose information to the extent that is disclosure would adversely affect –

“the course of justice, ability of a person to receive a fair trial or the ability of a public authority to conduct an inquiry of a criminal or disciplinary nature.”

65. The successful application of the exception is dependent on a public authority being able to demonstrate that the following three conditions are met;

- (i) the withheld information relates to one or more of the factors described in the exception,
- (ii) disclosure would have an adverse effect on one or more of the factors cited, and
- (iii) the public interest in maintaining the exception outweighs the public interest in disclosure.

66. Regulation 12(5)(b) of the EIR, specifically the reference to the 'course of justice', and section 42 of FOIA share common ground in that both may cover information that attracts legal professional privilege. However, in contrast to section 42 of FOIA, a public authority seeking to apply regulation 12(5)(b) of the EIR is required to take the additional step of demonstrating that disclosure would adversely affect the course of justice.

67. The Council has argued that the information requested is subject to legal professional privilege and its disclosure would have an adverse effect of the course of justice.

Is the information subject to legal professional privilege?

68. The Commissioner notes that withheld information comprises of the Council's brief for legal advice sent to its solicitors, Bond Dickinson, and the legal advice provided by its Head of Law. Both documents relate to the development of the Surrey Canal Triangle.

69. The brief to Bond Dickinson comprises of a single document dated 30 January 2013 which is marked 'strictly confidential'. The legal advice provided by the Council's Head of Law comprises of various emails exchanged with internal colleagues, external solicitors and the developers.

70. The communications between the Council's representatives and its external and internal legal advisers represent a client seeking legal advice. The dominant purpose of these communications is the seeking and providing of legal advice.

71. Having considered the withheld information the Commissioner is satisfied that it is subject to legal professional privilege.

Would a disclosure of the information have an adverse effect upon the course of justice?

72. The Commissioner is satisfied that in the case of information which is subject to legal professional privilege a disclosure of such information will have an adverse effect upon the course of justice generally. It will undermine the confidence which legal professionals and their clients have that the advice will be retained in confidence. The risk is therefore that a chilling effect might occur where lawyers and their clients may not feel able to seek frank and robust advice, and where any weaknesses in a legal argument are not discussed fully for fear that they may be disclosed and damage the clients legal position.

73. The Council argues that the advice relates to matters which are still live and under discussion and where there remains a possibility that further action, negotiation and litigation might take place.

74. The Council has suggested that disclosing the withheld information would effectively be disclosing the legal advice it has received from its external and internal lawyers regarding its understanding of the parties' rights and obligations under the sale agreement.

75. The Council considers that if it had to take legal action or if legal action was taken against it, it would need to rely upon that advice to protect or defend its position. In any event, its current policy/decisions on this issue are driven by the advice contained within the privileged information.
76. The Commissioner is satisfied on the basis of these arguments that a disclosure of the information would have an adverse effect upon the course of justice.

The public interest

77. Regulation 12(1)(a) of the EIR provides that where Regulation 12(5)(b) is engaged then a public interest test is carried out. The test is whether, in all of the circumstances of the case the public interest in maintaining the exception outweighs the public interest in disclosing the information.
78. Regulation 12(2) provides a presumption towards the disclosure of the information.

The public interest in the information being disclosed

79. The central public interest in the information being disclosed lies in creating greater transparency on the actions of the Council when entering into a sale agreement with a private developer (the Renewal Group) in respect of a large developments of land.
80. There is a public interest in knowing whether the Council received value for money and that the interests of the existing lessees, MFC and MCS are adequately protected by the sale agreement.

The public interest in the exception being maintained

81. In the case of *Bellamy v Information Commissioner and Secretary of State for Trade and Industry (EA/2005/0023)*, the Information Tribunal described legal professional privilege as, "*a fundamental condition on which the administration of justice as a whole rests*".
82. The Commissioner accepts that disclosure of legal advice would undermine this important common law principle. He further accepts that disclosure would in turn undermine a lawyer's capacity to give full and frank legal advice and would discourage people from seeking legal advice.
83. The Commissioner considers that there will always be a strong argument in favour of maintaining legal professional privilege. It is a longstanding, well established and important common law principle.

84. The Information Tribunal affirmed this in the *Bellamy* case when it stated:

"...there is a strong element of public interest inbuilt into privilege itself. At least equally strong countervailing considerations would need to be adduced to override that inbuilt interest...It is important that public authorities be allowed to conduct a free exchange of views as to their legal rights and obligations with those advising them without fear of intrusion, save in the most clear case..."

85. This does not mean that the counter arguments favouring public disclosure need to be exceptional, but they must be at least as strong as the interest that privilege is designed to protect.

86. It is very important that public authorities are able to consult with their lawyers in confidence and be able to obtain confidential legal advice. Should legal advice be subject to routine or even occasional public disclosure without strong reasons, this could affect the free and frank nature of future legal exchanges and/or may deter the public authority from seeking legal advice in situations where it would be in the public interest for it to do so.

87. The Commissioner's published guidance on legal professional privilege states the following:

"Legal professional privilege is intended to provide confidentiality between professional legal advisors and clients to ensure openness between them and safeguard access to fully informed, realistic and frank legal argument, including potential weaknesses and counter arguments. This in turn ensures the administration of justice."

88. Where a public authority is required to take legal action or is faced with a legal challenge, or a potential legal challenge, it is important that the authority can defend its position properly and fairly, and that it acts on robust advice when making decisions. Should the public authority be required to disclose its legal advice, its opponent would potentially be put at an advantage by not having to disclose its own position or legal advice beforehand. This would unbalance the position in any litigation that followed.

89. The public interest in maintaining legal professional privilege is inherently strong. To outweigh this requires circumstances where there are substantial amounts of public money at stake, where the decision would significantly affect large numbers of people, or where there is evidence of misrepresentation, unlawful activity or a significant lack of appropriate authority. The sale of the Council's freehold interests to the Renewal

Group, whether with agreement with MFC and MCS, or following a compulsory purchase order, would allow the Surrey Triangle development⁷ as a whole to proceed in principal. This private development would have an affect large numbers of the public in the area.

Balance of the public interest arguments

90. The Commissioner appreciates that there is a general public interest in public authorities being as accountable as possible for the decisions they make, particularly where it concerns the sale of public land. In this case the contractual issues in the sales agreement are live and continuing.

91. In this case, the Commissioner acknowledges that there is a public interest in knowing the basis upon which the Council makes its decisions. However, he must bear in mind the very strong inherent public interest in legal professional privilege being maintained. Having considered the withheld information in the wider context of this case, the Commissioner has decided that the public interest in favour of maintaining the exception outweighs the public interest in the disclosure of the information.

92. The Commissioner's decision is therefore that the council has correctly applied Regulation 12(5)(b) to the information it has withheld under this exception.

⁷ Now called New Bermondsey

<http://www.newbermondsey.com/>

Right of appeal

93. 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@hmcts.gsi.gov.uk

Website: www.justice.gov.uk/tribunals/general-regulatory-chamber

94. 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.

95. 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

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