

Freedom of Information Act 2000 (FOIA)
Environmental Information Regulations 2004 (EIR)
Decision notice

Date: 1 November 2018

Public Authority: Basingstoke and Deane Borough Council
Address: Civic Offices
London Road
Basingstoke
RG21 4AH

Decision (including any steps ordered)

1. The complainant has requested information regarding the redevelopment of Basingstoke Leisure Park. Basingstoke and Deane Borough Council withheld information on the basis of regulation 12(5)(e) - commercial confidentiality and regulation 12(4)(b) - manifestly unreasonable on the grounds of cost.
 2. The Commissioner's decision is that Basingstoke and Deane Borough Council has correctly applied regulations 12(5)(e) and 12(4)(b), and the requirement of regulation 9(1) to provide advice and assistance.
 3. The Commissioner does not require the public authority to take any steps.
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Request and response

4. On 12 July 2017, the complainant wrote to Basingstoke and Deane Borough Council ('the council') and requested information in the following terms:

"We refer to the proposed redevelopment of Basingstoke Leisure Park, as reported to and considered by the Council's Cabinet on 12 April 2016.

Please confirm whether any of the following actions set out in the Cabinet's decision in the minutes of the Cabinet meeting on 12 April 2016 have now been carried out by the Cabinet:

- I. The issue and publication of a contract award notice to NewRiver Retail;*
- II. entering into the heads of terms with NewRiver Retail for the redevelopment of the Leisure Park;*
- III. entering into a development agreement and lease with NewRiver Retail in respect of the Leisure Park redevelopment, subject to completion of preconditions outlined in the heads of terms and provision of a satisfactory updated scheme viability assessment;*
- IV. agreement of the detail of the legal documentation (delegated to the Portfolio Holder for Communities, Service Delivery and Improvement in consultation with the Executive Director of Finance and Resources and the Head of Law and Governance);*
- V. the use of a compulsory purchase orders(s) to assist in site assembly; and*
- VI. the receipt by the Council of a costs indemnity from NewRiver Retail.*

Furthermore, please provide copies of the following documents in relation to the proposed redevelopment of Basingstoke Leisure Park:

- 1. Contract award notice; [1]*
 - 2. Heads of terms; [2]*
 - 3. Development agreement; [3]*
 - 4. Agreement for lease and/or lease; and [4]*
 - 5. Any correspondence, meeting minutes and internal notes or memorandum which relate to the proposed redevelopment of Basingstoke Leisure Park." [5]*
5. The council contacted the complainant on 1 August 2017 to request a revision of [5] to reduce the scope, citing regulation 12(4)(b) "Due to the volume of information held, I would be grateful if you could refine

this element of your request and specify the nature of correspondence / emails you require."

6. On 2 August 2017 the complainant amended [5] to:

5. *"Any correspondence, meeting minutes and internal notes or memorandum dated on or after 12 April 2016 between officers, members and New River Retail or their advisers which relate to the proposed redevelopment of Basingstoke Leisure Park."*

7. The council provided the following response on 22 August 2017:

The Cabinet meeting actions from 12 April 2016 had not been completed therefore no information held at the time of the request.

[1] No information held at the time of the request as the contract had not been awarded.

[2-4] Refusal notice citing EIR regulation 12(5)(e) – confidentiality of commercial or industrial information.

[5] Refusal notice citing EIR regulation 12(4)(b) – manifestly unreasonable due to burdensome time or cost.

8. Following an internal review the council wrote to the complainant on 7 November 2017. It provided a redacted Heads of Terms document on the basis of regulation 12(5)(e) in answer to [2], and maintained its position with regard to [1], [3], [4] and [5]. Regarding [5] the council stated that whilst it accepted that the date parameters were identified this had not served to reduce the scope of the request. It provided further advice and assistance to the complainant: *"if you are willing to identify any key area of interest or specific type of information you are looking for, this would assist our understanding and enable us to provide suitable advice and assistance, as required under the regulation."*

Scope of the case

9. The complainant contacted the Commissioner on 26 January 2018 to complain about the way her request for information had been handled. Specifically that a full version of the heads of terms in regard to [2], and items [3-5] should be released.

10. The Commissioner considers that the scope of the case is to consider whether the council has correctly withheld the requested information in accordance with the cited EIR regulations.

Reasons for decision

Regulation 12(5)(e) – commercial confidentiality

11. Regulation 12(5)(e) states that

'a public authority may refuse to disclose information to the extent that its disclosure would adversely affect—

(e) the confidentiality of commercial or industrial information where such confidentiality is provided by law to protect a legitimate economic interest'

12. In order for this exception to be applicable, there are a number of conditions that need to be met. The Commissioner has considered how each of the following conditions apply to the facts of this case:

- 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?

Is the information commercial or industrial in nature?

13. For information to be commercial or industrial in nature, it will need to relate to a commercial activity of the third party concerned. The essence of commerce is trade and a commercial activity will generally involve the sale or purchase of goods or services for profit.
14. Regarding the proposed redevelopment, the council explains it is *"acting in a commercial capacity as landowner for the Leisure Park site"*. It states that *"the information which is the subject of the request relates to the ongoing commercial negotiation between the council and NewRiver to facilitate the proposed development of the Leisure Park...The council is a major landowner in the borough and as such has to operate in a commercial capacity regarding obtaining the best outcome for its residents."*

15. The council submits that the redacted information contained in the Heads of Terms ¹[2] relates to the ongoing commercial negotiation. It explains that the information contains "*details of negotiations and identities of parties and of agreements entered into... entering into of agreements is part and parcel of achieving a commercial viable comprehensive development as well as achieving an acceptable commercial return.*"
16. The council advises that there was no separate agreement for the lease as requested in [4] at the time of the request. Agreement for the lease is outlined in the Development Agreement [3].
17. The council advises that the Development Agreement [3 & 4], which was in draft form at the time of the request, has now been signed but remains commercially confidential. The information in [3 & 4] constitutes an agreement between the landowner (the council) and the new occupiers to develop and operate the leisure park.
18. The Commissioner is satisfied that the information requested in [2, 3 & 4] is commercial in nature. It relates to ongoing commercial activities between the council and third parties to facilitate the proposed new development. The activities involve the sale and purchase of services and the management of leases required for the proposed development; such activities are for profit or gain on both sides of the negotiation and so are commercial in nature.

Is the information subject to confidentiality provided by law?

19. In considering this matter the Commissioner has focussed on whether the information has the necessary quality of confidence and whether the information was shared in circumstances creating an obligation of confidence.
20. In the Commissioner's view, ascertaining whether or not the information in this case has the necessary quality of confidence involves confirming that the information is not trivial and is not in the public domain.

¹ Heads of Terms are also known as letters of intent, memoranda of understanding, heads of agreement, letters of potential interest, term sheets or protocols. See [https://uk.practicallaw.thomsonreuters.com/0-107-6683?transitionType=Default&contextData=\(sc.Default\)&firstPage=true&comp=pluk&bhcp=1](https://uk.practicallaw.thomsonreuters.com/0-107-6683?transitionType=Default&contextData=(sc.Default)&firstPage=true&comp=pluk&bhcp=1) for further detail.

21. The Commissioner considers that confidence can be explicit or implied, and may depend on the nature of the information itself, the relationship between the parties, and any previous or standard practice regarding the status of information.
22. The council argues that the Heads of Terms [2] is a detailed precursor to the overall contractual framework between the council and NewRiver *"involving a large and iconic development..."*. The redacted information *"contains clauses concerning project financials, effect on third party rights / commercial positions and the detailed scope of the project... It contains highly sensitive information affecting several commercial interests."* The document has been generated through the process of commercial negotiation and the information has not been disseminated to any third parties. Having viewed the information the Commissioner is satisfied that the withheld information [2] is confidential in nature.
23. The council and developer maintain in regard of the Development Agreement [3 & 4] that:
 - the information relates to a significant development project in its early stages, the council goes on to say that *"of its type this will be one of the largest leisure parks in the UK"*;
 - the document contains a draft confidentiality clause. The developer states *"and information provided that fed into the agreement was done with an implied duty of confidence due to the nature of the agreement"*;
 - the source information for the document was shared between the council and the supplier in confidence;
 - the information has not previously been made available to other parties.
24. The Commissioner is satisfied that the information in [3 & 4] is subject to the common law duty of confidence in that it is not trivial in nature, has the necessary quality of confidence and was provided as part of the process whereby it was expected by all parties concerned that information would be held in confidence.

*Is the confidentiality provided to protect a legitimate economic interest?
Would the confidentiality be adversely affected by disclosure?*

25. In order to satisfy this element of the exception, disclosure of the withheld information would have to adversely affect a legitimate economic interest of the person the confidentiality is designed to protect.

26. In the Commissioner's view it is not enough that some harm might be caused by disclosure. Rather it is necessary to establish that, on the balance of probabilities, some harm would be caused by the disclosure.
27. The Commissioner has been assisted by the Tribunal in determining how 'would' needs to be interpreted. She accepts that 'would' means 'more probable than not'. 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"*.
28. The council advises that the confidentiality attached to all of the withheld information is provided to protect the legitimate economic interests of both the council and the developer.
29. The council confirmed that, in accordance with Part vi of the code of practice issued under regulation 16 of the EIR, it sought the views of the developer in relation to the possible disclosure of information relating to their interests. The Commissioner has had sight of relevant correspondence between the council and the developer in this regard and is satisfied that the submissions provided accurately reflect the developers concerns.
30. The council has advised in regard to the redacted Heads of Terms [2] that *"the document contains substantive prospective terms which are still in the process of negotiation since the development agreement has not yet been finalised and entered into. The document contains clauses concerning project financials, effect on third party rights/commercial positions and the detailed scope of the project."*
31. It has stated that whilst the developer has been appointed, the contracts are not finalised therefore disclosure of the redactions in [2] would:
 - provide valuable commercial information that will give an advantage to direct competitors of the developer to negotiate a more advantageous offer;
 - affect the parties' ability to sub-contract or engage with delivery partners to assist in project delivery and thereby diminish commercial bargaining power;
 - undermine the negotiating position relative to rents and incentive packages with named target tenants thereby jeopardising

commercial negotiations and adversely impacting both the council's and supplier's budget in relation to these relocations.

32. In its submission the council has told the Commissioner that it considered that disclosing the information in [2] would be 'likely' to cause harm to, and impact upon, its own and the developer's commercial position. Furthermore it states that disclosure of the information that is commercially sensitive and subject to negotiation *"would result in a real risk to the council that the scheme will fail..."*

33. The council advised in regard to the Development Agreement [3 & 4] that disclosure would:

- *"release commercial information to competitors, contractors and commercial opponents;*
- *set out key dates and approvals required which would enable opponents to target disruption;*
- *shift the negotiation of terms to favour the tenants to the extent the scheme would be unviable and not deliverable;*
- *reduce or remove the commercial ability of NewRiver to assemble the site estimates, to do so run into £10's of millions. Competitors could seek to acquire interests to be disruptive;*
- *provide knowledge of key conditions to fulfil, for example, enabling competitors to lobby Hampshire County Council or offer other financial inducements to influence the outcome. There are other conditions whereby knowledge would open the door to commercial tactics to delay or frustrate;*
- *would result in NewRiver withdrawing from the scheme, as their position would become untenable. Should this happen there would be considerable reputational damage for the council which would impact on its other commercial interests. We would find it almost impossible to go back to the market with the scheme."*

34. The Commissioner considers that the council has identified the relevant effects of disclosure for [2, 3 & 4] and has shown a causal link between the possible and likely effects, and the withheld information. The withheld information principally comprises of information which forms part of the ongoing negotiations. It is clear from the withheld information that at the time of the request those negotiations are ongoing and premature release of information could jeopardise them. This could consequently harm the legitimate economic interests of the council and the developer.

35. As all the elements have been satisfied, the Commissioner concludes that the exception at regulation 12(5)(e) is engaged in respect of the withheld information [2,3 & 4]. She has therefore proceeded to consider the public interest test.

Public Interest Test

36. The test, set out in Regulation 12(1)(b), is whether in all the circumstances of the case, the public interest in maintaining the exception outweighs the public interest in disclosing the information.

37. When carrying out the test there is a presumption towards the disclosure of the information as set out in Regulation 12(2).

The public interest in the information being disclosed

38. The council outlined the public interest factors it had identified in the disclosure of the information:

- there is a general public interest in the transparency of environmental information, the spending of public money and the impacts of the scheme on the public;
- to ensure the council is acting appropriately in its dual roles of planning authority and landowner, adding in order *"for the public to have confidence that the council is acting lawfully particularly as, in this case, the council is acting as landowner"*;
- the proposal is *"controversial and unpopular with existing retail outlets who have a private commercial interest in the detail of the scheme."*

39. The complainant made further public interest arguments for disclosure:

- stating that the council *"has failed to provide clear evidence or explanation as to how income into the town may increase with the out-of-town-centre scheme or how jobs will be lost if there is no scheme. It is in the public interest to release information so that the public can have the opportunity to analyse the information in order to participate in decision making"*;
- asserting that *"there have not been frequent updates on the decision-making process. It is in the public's interest to have a transparent process, and therefore there is a strong argument in favour of disclosing."*

The public interest in the exception being maintained

40. The council states that:

- The scheme itself is of significant interest to borough residents in terms of the provision of leisure and shopping facilities, the potential for increased income and jobs into the area and the development of an ecologically focussed nature park with the intention of ensuring flood prevention to a local housing estate;
- the withheld information is still subject to negotiation between the council and NewRiver Retail, and furthermore that that the release of lease information at this stage would harm negotiations with proposed tenants;
- the council has a responsibility *"to negotiate the best possible financial deal to protect the public purse"*. It argues that considering financial pressures on local government *"it is therefore crucial that the council is able to negotiate in the same manner as any other body, and publication would jeopardise this;"*
- the exception should be maintained because the *"proposed scheme presents a unique opportunity for improvements to be made to the existing infrastructure on the site, at no cost to the council or its residents. Disclosure of the information would seriously harm the progression of the proposal;"*
- disclosure of the information would result in *"a real risk to the council that the scheme will fail."* It qualifies further that failure of the scheme would:
 - require the council to commit public funds to the refurbishment of existing facilities in the leisure park;
 - result in *"a subsequent loss of facility and jobs for residents and an income stream for the council";*
 - cause a loss of confidence in the council with a subsequent impact on other major projects and its ability to operate on a commercial basis in terms of its other landholdings.

Balance of the public interest arguments

41. The Commissioner considers that weight must always be given to the general principle of achieving accountability and transparency through the disclosure of information held by public authorities. Such disclosures

assist the public in their understanding of how public authorities make their decisions and in turn they are likely foster greater trust in public authorities.

42. Furthermore she considers that in many circumstances the disclosure of recorded information may allow greater public participation in the decision making process.
43. The Commissioner acknowledges the compelling public interest arguments for disclosure to give transparency to the decisions that the council are making and its claims regarding the positive impact of the development on the community.
44. Furthermore she recognises that there is significant local interest from businesses that will be affected by the new development, including changes for existing lease holders and those that may incur competition from the out of town retail facility.
45. The Commissioner considers that the timing of this particular request is an important factor when balancing the public interest arguments for and against disclosure. The Commissioner accepts that disclosure of the withheld information would harm the negotiating power of the developer and the council.
46. She cannot be certain of the level of risk that disclosure poses to the proposed scheme in terms of loss of jobs, facilities and income. However she is conscious that at the time of the request the commercial negotiations are ongoing. As such she accepts that the release of information at this stage would jeopardise negotiations.
47. The Commissioner has decided, with due consideration of the timing of the request in relation to the commercial negotiations, that the public interest arguments in favour of disclosure are outweighed by the public interest arguments in favour of maintaining the exception.

Regulation 12(4)(b) – Manifestly unreasonable

48. The council has confirmed that it is relying on regulation 12(4)(b) of the EIR to refuse to comply with item [5] of the request.

49. Regulation 12(4)(b) states:

"(4) For the purposes of paragraph (1)(a), a public authority may refuse to disclose information to the extent that –

(b) the request for information is manifestly unreasonable;"

50. The council's position is that the request is manifestly unreasonable on the grounds that to comply with it would impose a significant and detrimental burden on the council's resources in terms of its officer time and cost.
51. Regulation 12(4)(b) of the EIR is designed to protect public authorities from exposure to a disproportionate burden or an unjustified level of distress, disruption or irritation, in handling information requests. In effect, it works in similar regards to two exemptions within the Freedom of Information Act 2000 ('FOIA'): section 12, where the cost of complying with a request exceeds the appropriate limit and section 14, where a request is vexatious.
52. The EIR differ from the FOIA in that there is no specific limit set for the amount of work required by an authority to respond to a request, as that provided by section 12 of the FOIA.
53. Specifically, the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004² ('the Fees Regulations') which apply in relation to section 12 of the FOIA are not directly relevant to the EIR - the cost limit and hourly rate set by the fees regulations do not apply in relation to environmental information. However, the Commissioner accepts that the fees regulations provide a useful starting point where the reason for citing regulation 12(4)(b) is the time and cost of a request but they are not a determining factor in assessing whether the exception applies.
54. The Fees Regulations confirm that the costs associated with these activities should be worked out at a standard rate of £25 per hour per person. For local authorities, the appropriate limit is set at £450, which is the equivalent of 18 hours work.
55. The Commissioner is satisfied that Regulation 12(4)(b) sets a fairly robust test for an authority to pass before it is no longer under a duty to respond. The test set by the EIR is that the request is 'manifestly' unreasonable, rather than simply being 'unreasonable' per se. The Commissioner considers that the term 'manifestly' means that there must be an obvious or clear quality to the identified unreasonableness.

² http://www.legislation.gov.uk/ukxi/2004/3244/pdfs/ukxi_20043244_en.pdf

56. It should also be noted that public authorities may be required to accept a greater burden in providing environmental information than other information.
57. Therefore, in assessing whether the cost or burden of dealing with a request is clearly or obviously unreasonable, the Commissioner will take the following factors into account:
- proportionality of the burden on the public authority's workload, taking into consideration the size of the public authority and the resources available to it, including the extent to which the public authority would be distracted from delivering other services;
 - the nature of the request and any wider value in the requested information being made publicly available;
 - the importance of any underlying issue to which the request relates, and the extent to which responding to the request would illuminate that issue;
 - the context in which the request is made, which may include the burden of responding to other requests on the same subject from the same requester;
 - the presumption in favour of disclosure under regulation 12(2);
 - the requirement to interpret the exceptions restrictively.
58. The council has provided the Commissioner with its rationale for applying the exception to disclosure provided by regulation 12(4)(b).
- There is a substantial amount of information relating to the project in general. The council reviewed the information in scope of the request that is held by one officer, the lead project manager. It provided two estimates of time being the "*highest*" and "*lowest*" that is possible. The estimates include time to locate, retrieve and extract information:

Table: *Lowest Hours*

	Number Items	Minutes	Total Minutes
<i>Emails:</i>			
<i>Likely relevant</i>	2,181	3	6,543
<i>Other possibles 2016/17</i>	4,234	1	4,234
<i>Unfiled 2016/17 inbox emails</i>	18,148	0.5	9,074
<i>Unfiled 2016/17 sent emails</i>	4,514	0.5	2,257
<i>OneDrive files</i>	1,447	3	4,341
<i>Hard Drive Files (rebuilt 2018)</i>	1,582	2	3,164
<i>Lever arch files</i>			200
<i>Notes etc.</i>			100
	32,106	TOTAL TIME	29,913

- The council explained that the estimate is based on the following:-
 - "Likely relevant emails – Range of 3-5 mins per item to recover and read each on average. There are in excess of 6,400 emails from 2016/17 which relate in some way to the Leisure Park.*
 - Other Leisure park emails – 1 min per email to recover and read*
 - Check other emails 2016/17 – 30 seconds per email to recover and review to ensure none missed (22,000 emails)*
 - OneDrive – larger files on the whole, range 3-5 mins each to recover and view. This contains a mix of new and old larger files.*
 - Hard drive files from earlier laptop (all dated from 2018 new laptop build) – 2 mins each to recover, review and date*
 - Approximate total time to search through 6 lever arch files to determine what information is held and to extract information falling within the scope of the request*
 - Approximate total time to search through personal hand written notes to determine what information is held and to extract information falling within the scope of the request"*
- The council therefore provided that the total minutes for the lower estimate is 29,913 which equates to 498.55 hours. The higher estimate equates to 619.48 hours.
- As the estimate above relates purely to the lead project manager it explained that there are approximately a further 18 senior staff

and Elected Members with involvement in the Leisure Park Project. The council states *"A brief estimate of hours, based on level of involvement to the project, to determine whether any relevant information is held and to retrieve / extract that information is 58 hours."*

- The council confirmed to the Commissioner that its estimates *"are based on the quickest method of locating and extracting relevant information."*
 - The council stated that *"The officer concerned has already spent a significant amount of time, in excess of 18 hours, on this request to date and it is considered that further time would be manifestly unreasonable and a waste of council resources."*
 - The time required of the officer to deal with this request would *"seriously impact his ability to progress work on the project, thus delaying the scheme. It is likely that this would result in questions from Councillors and members of the public and could bring the council into disrepute, as well as seriously affect its ability to attract commercial interest in other major projects due to a loss of confidence and damage to its reputation."*
 - It concluded that *"the burden constitutes a diversion of resources away from the Council's core business which would have a proportionally detrimental impact on its provision of services to the public."*
59. The Commissioner has no basis upon which to dispute the council's assessment of the volume of information held and its associated time estimate to respond to the request. However she notes that even if the volume of information was limited to the *"likely relevant emails"* the time period would still be significantly greater than the 18 hours set out in the Fees Regulations.
60. The Commissioner is advised by the council that it *"publishes information frequently to update the public on what is happening with the Leisure Park and is following set processes and procedures before any decision is made."*
61. Considering the high volume of information in scope of item [5], and the resultant time estimate, the Commissioner finds that it would be manifestly unreasonable on the grounds of cost to fulfil the request. The

Commissioner has been guided by what is considered to be a reasonable time period under FOIA, being equivalent to 18 hours of work.

62. Furthermore she finds that the burden would be significantly excessive as to outweigh the other factors identified in paragraph 57.
63. The Commissioner therefore considers that significant resources would be diverted from core services to fulfil the request. However she can only find that regulation 12(4)(b) is engaged if the public interest favours such reliance. The Commissioner has therefore gone on to consider the balance of the public interest.

Balance of the public interest

64. Regulation 12(4)(b) is subject to the public interest test and therefore the Commissioner must determine whether the balance of the public interest lies in favour of maintaining the exception at regulation 12(4)(b) or in disclosing the requested information.

The public interest in the information being disclosed

65. The council states "*there is a clear public interest in the development of the leisure park*". It recognises that public authorities may be required to accept a greater burden in provided environmental information than other information.

The public interest in the exception being maintained

66. In favour of maintaining the exception the council refers to the considerable burden that would be imposed on the council which "*constitutes a significant diversion of resources away from the Council's core business which would have a proportionally detrimental impact on its provision of services to the public.*"
67. Furthermore, in terms of keeping the public informed, the council maintains that there are other mechanisms available as it publishes updates frequently to the public and "*is following set processes and procedures before any decision is made*".

Balance of the public interest arguments

68. The Commissioner recognises the inherent importance of accountability and transparency in decision-making within public authorities, and the necessity of a public authority bearing some costs when complying with a request for information. However, in considering the public interest test for this matter, the Commissioner must assess whether the cost of compliance is disproportionate to the value of the request.

69. As previously expressed the Commissioner appreciates that there is significant local interest about the development, including those local businesses that will be affected. It is therefore reasonable to conclude that there will be some public opposition to the development and that the disclosure of relevant information may increase public understanding of the council's decision making process.
70. Whilst the Commissioner accepts that the purpose and value of the request she considers the burden imposed by the request to be prohibitively excessive. It is, therefore, the Commissioner's position that the public interest lies in maintaining the exception.
71. As such the Commissioner finds that the council is correct in its application of regulation 12(4)(b) of the EIR to item [5].

Regulation 9 – Advice and assistance

72. Regulation 9(1) provides that:

A public authority shall provide advice and assistance, so far as it would be reasonable to expect the authority to do so, to applicants and prospective applicants.

73. This regulation places a duty on a public authority to provide advice and assistance to someone making a request. The Commissioner considers that this includes assisting an applicant to refine a request if it is deemed that answering a request would otherwise incur an unreasonable cost.
74. The Commissioner is aware that the council invited the complainant to limit the scope of item [5] prior to its initial response. It also provided further advice and assistance following the internal review. The Commissioner notes that a reduction in scope was subsequently provided by the complainant which the council are dealing with as a separate request.
75. The Commissioner is satisfied that the council has complied with the requirements of regulation 9(1).

Right of appeal

76. 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

77. 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.
78. 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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