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

Date: 17 August 2020

Public Authority: High Speed Two Limited
Address: Two Snowhill
Snowhill Queensway
Birmingham
B4 6GA

Decision (including any steps ordered)

1. The complainant has requested information about contracts. High Speed Two Limited (HS2 Ltd) refused to comply with the request under section 12(1) of the FOIA (cost exceeds the appropriate limit).

2. The Commissioner’s decision is as follows:

   • The majority of the requested information can be categorised as environmental information under the EIR. HS2 Ltd is not obliged to comply with the request for this information under regulation 12(4)(b) of the EIR as the request is manifestly unreasonable by virtue of cost. The public interest favours maintaining this exception.

   • To the degree that any of the information within scope of the request is not environmental information, HS2 Ltd is not obliged to comply with the request for that information under section 12(1) of the FOIA.

   • Regulation 9(1) of the EIR and section 16(1) of the FOIA, which concern advice and assistance, have not been breached.

3. The Commissioner does not require HS2 Ltd to take any remedial steps.
Background

4. On 30 August 2019 the complainant had submitted the following request to HS2 Ltd:

   1) A list of all expenditure by HS2, which should add up to around £4.4bn.

   2) A breakdown of what the money was spent on, and who it was paid to, with the date of the contract.

5. In its response (HS2 Ltd’s reference FOI-19-3375) HS2 Ltd had directed the complainant to the Department for Transport and government websites, where information on HS2 Ltd spend and HS2 Ltd’s annual accounts is published.

6. On 31 October 2019 the complainant submitted a further request, as follows:

   “Thank you for this. I have spoken to Stephanie Creighton from HS2, who confirmed to me that the Department for Transport data does not cover all of the money which has been spent on HS2.

   I asked this question because the HS2 contracts published on the DfT website do not add up to the over £7bn which has been reportedly spent on HS2 so far.

   So I am trying to find evidence of the other expenditure now, could you confirm please where that would be available?”

7. In its response (HS2 Ltd’s reference FOI-19-3470) HS2 Ltd confirmed it held some of the requested information and directed the complainant to its annual reports which are published on its website.

Request and response

8. On 26 November 2019, the complainant wrote to HS2 Ltd and requested information in the following terms:

   “... I would like to know, why does HS2 Ltd only hold ‘some’ of the information I have asked for, and not all of it? Is there another company or governmental group who pays into HS2, or does HS2 hold the detailed contract records?

   It states within the FOI Act that you must let me know how to improve my FOI to get the results I am looking for.”
As the information you sent me is already publically [sic] available, could you please tell me if HS2 could provide a more detailed dropdown of the contractors and contracts HS2 Ltd are involved in, please?

That would include the size of the contracts given out, the name of the contractor and the date of the contract being signed.”

9. HS2 Ltd responded to this request on 29 November 219 – its reference FOI-19-3474. It advised the complainant that its data is not organised in such a way as to allow it to provide this information within the cost limit under section 12(1) of the FOIA. HS2 Ltd explained that the request amounts to thousands of items of data, each one of which would need to be identified and interrogated before being released. HS2 Ltd told the complainant that, given the breadth of the request, it was unable to advise him how he might refine it but that it would consider any refinements the complainant was able to suggest.

10. HS2 Ltd provided an internal review on 6 January 2020. It maintained its reliance on section 12(1) to refuse the request and explained in more detail why the cost limit would be exceeded. However, HS2 Ltd noted that the complainant had requested more detail on the contractors involved with HS2 Ltd and told the complainant that it would be able to offer him a list of suppliers (direct and indirect) subject to any exemptions under the FOIA.

Scope of the case

11. The complainant contacted the Commissioner on 14 January 2020 to complain about the way his request for information had been handled.

12. The Commissioner will first consider whether HS2 Ltd should have handled the request, fully or partly, under the EIR. She will then focus on whether HS2 Ltd can rely on section 12(1) of the FOIA and/or regulation 12(4)(b) of the EIR to refuse to comply with the request.

13. Finally, the Commissioner will consider whether HS2 Ltd complied with section 16(1) and/or regulation 9(1).
Reasons for decision

Is the requested information environmental information?

14. HS2 Ltd does not consider that the requested information is environmental information because, in its opinion, the information is too far removed from any effect on the environment for it to be captured by any of the definitions of environmental information contained in the EIR.

15. However, the Commissioner considers that the correct approach is to look at the information in a wider context. The information relates to the High Speed 2 (HS2) rail project and, clearly, that project is one which affects the environment.

16. The Commissioner has reviewed the types of HS2 Ltd spend included in the information published on DfT’s website to which HS2 Ltd had directed the complainant in response to his earlier request. She notes that this includes amounts paid to, for example: Balfour Beatty; Eiffage Kier; Network Rail Infrastructure; UK Power Networks; local councils; and the Federation of Groundwork Trusts. These payments are described as being associated with, for example: main works civil contractors; Governance for Railway Investment Projects; tunnel boring machines; lane closures and traffic calming; and environmental services.

17. The Commissioner considers that there is a sufficiently direct link between information such as this – spend (and so associated contracts) on what might be described as HS2 infrastructure projects - and the overall HS2 project, such that this information can be considered to be environmental information.

18. The Commissioner considers support for this approach can be taken from that adopted by the Tribunal in Crane v the Information Commissioner and the Department for Transport EA/206/0087 and EA/2016/0088. This in turn followed the Upper Tribunal’s reasoning in The Department for Energy and Climate Change v The Information Commissioner and H [2015] UKHT 0671 (AAC). In Crane the Tribunal found that if there was a sufficiently close connection between the requested information and the HS2 project the information should be regarded as being on the overall HS2 project.

19. However, the Commissioner notes that HS2 Ltd’s spend also includes amounts paid to different organisations, for example: rent; a public help desk and enquiry service; IT services; and printing. She accepts that information on this type of more operational spend (and its associated contracting) is sufficiently removed from the overall HS2 project and cannot be considered to be environmental information.
20. To summarise, the complainant’s request concerns details of all HS2 Ltd’s contracts, including the size of the contracts (ie its value), the name of each contractor and the date the contract was signed. For the reasons discussed above, the Commissioner finds that the majority of the information within the scope of the request can be categorised as environmental information under the EIR, but that some will be non-environmental information which is covered by the FOIA.

21. HS2 Ltd is correct, however, when it notes in its submission to the Commissioner that many of the FOIA section 12(1) arguments are the same as the EIR regulation 12(4)(b) arguments. Having advised that it was doing so without prejudice to its view that the FOIA is applicable, HS2 Ltd’s submission covered both information regimes.

**Regulation 12(4)(b) – manifestly unreasonable request/Section 12(1) – cost exceeds the appropriate limit**

22. Regulation 12(4)(b) of the EIR says that an authority may refuse to disclose information to the extent that the request for information is manifestly unreasonable. A request can be categorised as manifestly unreasonable because it is a vexatious request or, as here, it can be categorised as manifestly unreasonable because of the cost associated with complying with it, which is similar to section 12(1) of the FOIA.

23. Section 12(1) of the FOIA says that a public authority is not obliged to comply with a request if the authority estimates it would exceed the appropriate cost limit to do so.

24. The EIR and FOIA do not contain a limit at which the cost of complying with a request is considered to be too great. However, the Commissioner’s guidance suggests that public authorities may use the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004 as an indication of what Parliament considers to be a reasonable charge for staff time. It has been determined that £600 is the appropriate limit for public authorities that are central government departments, and that the cost of complying with a request should be calculated at £25 per hour; this applies a time limit of 24 hours.

25. For the purposes of the EIR and FOIA, a public authority may use this hourly charge in determining the cost of compliance. However, the public authority is then expected to consider the proportionality of the cost against the public value of the request before concluding whether the cost is excessive. If an authority estimates that complying with a request may cost more than the cost limit, it can consider the time taken to:

- determine whether it holds the information
• locate the information, or a document which may contain the information
• retrieve the information, or a document which may contain the information, and
• extract the information from a document containing it.

26. Where a public authority claims that regulation 12(4)(b) or section 12(1) is engaged it should, where reasonable, provide advice and assistance to help the requester refine the request so that it can be dealt with under the appropriate limit. This is in line with regulation 9(1) of the EIR and section 16(1) of the FOIA.

27. HS2 Ltd has noted that, as above, the request concerns details of all its contracts. It says that it would be possible to provide this information (subject to commercial sensitivity) for its major contracts (such as Main Work Contractors (MWC) and Early Work Contractors (EWC)) but that the complainant has asked for information for all HS2 Ltd’s contracts, regardless of size.

28. HS2 Ltd has explained that for logistical and historical reasons, the requested information is not stored in one central depository. To ensure that each contract is managed appropriately, each one is allocated to a contract manager who is located in the relevant business area. The contract manager administers the supplier’s performance through, for example, regular reporting and formal supplier reviews. This ensures that the contracts are managed efficiently and that all obligations are met. As a consequence of this system, not all of the information is stored in one central location and it would therefore not be easy to locate and extract the information for each contract.

29. HS2 Ltd says that, in addition, since conception it has utilized three financial systems and its historical financial data is held across all three systems. Any supplementary data with respect to contractual documentation is held with the appropriate directorate’s local area and not in a central location. This is because each division has its own bespoke approach to storing and sharing this data.

30. According to HS2 Ltd, there is also an additional complication with respect to the specific information requested and the complainant’s understanding of how large organisations operate. HS2 Ltd says it controls expenditure through purchase orders which are set up for business approved work and are underpinned by agreed contracts. The purchase order value does not always mirror the contract value for example where the work is separated into stages or procured on a call-off basis. There are also some contracts that do not require purchase orders such as rent, rates, utilities, property services charges, land access fees.
31. Therefore, the ‘size of the contract’ would not always reflect the amount of expenditure. It would therefore not be possible to reconcile this to make it add up to “the over £7bn which has been reportedly spent on HS2 so far”. HS2 Ltd notes that this appears to be the complainant’s motivation for making the request, as stated in his request of 31 October 2019.

32. HS2 Ltd has referred to the Commissioner’s published guidance on ‘Requests where the cost of compliance exceeds the appropriate limit’. This states that any estimate of cost must be reasonable in the circumstances of the case. What is deemed reasonable can only be considered on a case by case basis but, as confirmed in Information Tribunal EA/2006/0004, that estimate must be “…sensible, realistic and supported by cogent evidence”. A sensible and realistic estimate is one that is not based on general assumptions.

33. HS2 Ltd says that in this case, a sample exercise (discussed below) has demonstrated that, beyond the major contracts outlined above (such as MWC and EWC), each contract would require an individual search to identify the requested information. In some cases, this would require a manual search of paper files. Because the data is not stored in a central location any search would by necessity, be labour-intensive. HS2 Ltd says that, in effect, it would need to create and populate an entirely new database to respond to the request.

34. HS2 Ltd says that the sample exercise it undertook demonstrated that it would take one hour to locate the requested information for each contract. It estimated that it would need to search in excess of 1000 contracts. Therefore, to comply with the request would require at least 1000 hours of work and would therefore cost more than £25,000. HS2 Ltd notes that this figure far exceeds the appropriate limit and in its view is precisely the sort of situation for which the appropriate limit exists.

35. HS2 Ltd has detailed the sampling exercise it undertook. HS2 Ltd’s Corporate Contract Management Lead was contacted in order to obtain an estimate for compliance. HS2 Ltd has noted that the sampling exercise would not capture all contracts, as the information regarding MWC, EWC and employment contracts could not be located in this way.

36. The results of the sampling exercise as relayed by the Business area is reported below:

“An example exercise took place within our contract management team to identify the level of information requested against 1 contract. This would provide us with an indication of the time it would take to review our full portfolio of contracts within HS2.”
Since conception, HS2 has evolved over 3 financial systems and our historical financial data is held across all 3 systems. Any supplementary data with respect to contractual documentation is held within the appropriate directorate’s local area and not held in a central location, each division having its own bespoke approach to storing and sharing this data.

The brief was taken to locate the following information against a contract chosen at random:

- Size of the contract (Assumption made based on Initial Contract Value)
- Name of the contractor
- Contract Signature Date

The initial activity would involve requesting the contract listings from each area of the business and once a contract listing has been received from each area, each contract would then have to be investigated on a line by line basis to ascertain the contract value, Contractor award name and the date of the contract award.

To complete this the user would be required to identify where the information is held. This would be a manual exercise reviewing online folders (or paper versions for older contracts) across multiple departments for each area of the business. Once they have located these documents, the user would then need to review each document to retrieve the specific information requested. This would be a labour intensive exercise as HS2 award contracts over a number of different contract templates via multiple procurement award routes to ensure best practice and value for money where possible.

The example exercise took approximately 1 hour, most of this time being taken in gathering the source information. Once this information is gathered it would need to be documented in a central database for the purposes of reporting against your original FOI request.

Over the lifecycle of the HS2 project we have currently awarded circa more than 1000 contracts and this exercise would equate to a significant number of resources for a prolonged period of time to source this level of data.”

37. In his request for a review and in his complaint to the Commissioner, the complainant has queried how HS2 Ltd would have been able to advise the House of Commons that it had spent £7.4 billion – at that point – if it could not easily access all its spend documents/contract information. HS2 Ltd’s internal review response did not clearly address
that question and so the Commissioner put the question to HS2 Ltd again.

38. HS2 Ltd has noted that the request asks for information on contracts and not on budgets. It has gone on to explain that contracts are not managed centrally. In an organisation the size of HS2 Ltd, it is not feasible to manage all contracts in one central place. The contracts are managed by contract owners who are accountable for ensuring that the work is delivered to the specification and price set out in the contract and that HS2 Ltd achieves value for money.

39. HS2 Ltd says the contract owners are responsible for managing within an annual budget (allocated for an identified scope) which is signed off at the beginning of the year as part of the business planning process. When work is contracted with suppliers one or more purchase orders are raised (depending on the type and nature of the contract) and approved by the business with the costs linked directly to a cost centre, or a project code and to a general leger code. Spend through contracts is captured against these purchase orders and the associated codes. These codes are used to undertake reporting on expenditure and to generate the annual report and accounts. Therefore, whilst contracts are managed carefully on an individual basis, the collation and reporting of expenditure information is not gathered from a contract by contract assessment. Rather, forecasts, costs, invoices, and payments are all managed against assigned budgets and associated codes for which budget managers are held accountable.

Conclusion

40. The Commissioner agrees with HS2 Ltd that the complainant may not quite understand how contracts run and are managed and that it is a more complex area than he imagines. In addition, the Commissioner believes that a project as big as the HS2 rail project would generate at least 1,000 contracts with other organisations. HS2 Ltd has explained that it does not have a central database of its contracts that it could draw on and that it would take approximately one hour to manually locate each contract and retrieve the requested information from it. This is a piece of work that HS2 Ltd has said would take approximately 1,000 hours and cost approximately £25,000. The Commissioner is satisfied that the sample exercise that HS2 Ltd undertook was reasonable and that its estimates are credible.

41. As such, the Commissioner has decided that HS2 Ltd is correct to categorise the request for environmental information as manifestly unreasonable under regulation 12(4)(b) of the EIR, by virtue of cost. Where information caught by the request is not environmental information the Commissioner has decided that HS2 Ltd can rely on
section 12(1) of the FOIA to refuse to comply with the request for that information. She has gone on to consider the public interest test associated with regulation 12(4)(b).

Regulation 12(1)(b) – public interest test

42. Unlike section 12(1) of the FOIA, regulation 12(4)(b) of the EIR provides a qualified exception. This means that a public authority may only refuse a request that is manifestly unreasonable if the public interest in maintaining that exception outweighs the public interest in disclosure. Regulation 12(2) of the EIR also provides that the public authority must apply an explicit presumption in favour of disclosure. This means that exempt environmental information must still be disclosed unless there is an overriding public interest in maintaining any exceptions applied.

Public interest in disclosing the environmental information

43. HS2 Ltd has acknowledged that there is a public interest in openness and transparency. Disclosing the requested information would enable the public to understand HS2 Ltd expenditure and the organisations engaged to build the HS2 railway.

44. As a publicly funded organisation HS2 Ltd says it is important that it exercises tight control of expenditure and resources. It is in the public interest that all HS2 Ltd funding is appropriately managed.

Public interest in maintaining the exception

45. HS2 Ltd argues that complying with this request to the level of detail requested would entail a significant amount of time and effort. To find the information and then prepare it for release HS2 Ltd staff would have to be diverted from their core duties in order to devote time on searching, extracting and reviewing all of the [environmental] information held in relation to the request.

46. Once HS2 Ltd staff located and extracted all of the relevant environmental information, HS2 Ltd says it would need to be reviewed by its FOI unit to ensure that all exempt material was removed, for example commercially sensitive information. HS2 Ltd says that, given the nature of the information, it is certain that its FOI unit would need to liaise with the business area and contractor to ensure that the information was properly understood and that the EIR had been applied appropriately.

47. HS2 Ltd says that of the time identified above, only the resource required to locate and extract the [environmental] information (excluding MWC and EWC data) and then review it for commercial confidentiality has been calculated. This exercise would take more than
1,033 hours and would therefore be far more than could be considered a reasonable amount of time to comply with respect to this request.

48. Having acknowledged that there is always a public interest in releasing [environmental] information that is in the best interests of society, HS2 Ltd argues that it is not clear what the wider public interest is for searching for this very detailed information. It considers that, as noted above, the complainant may not fully understand the nature of expenditure and the accounts of large organisations. In HS2 Ltd’s view, releasing this specific [environmental] information, to the level of detail requested, would not significantly add to public understanding or ensure appropriate oversight. It would, however, impose a disproportionate burden on HS2 Ltd, at the taxpayer’s expense.

49. HS2 Ltd has told the Commissioner that contracts for work on HS2 are awarded in an open and transparent manner. Contract opportunities are advertised within Tenders Electronic Daily (for opportunities valued above Official Journal of the European Union (OJEU) thresholds) and the UK Government’s Contracts Finder\(^1\).

50. Details of current, future and awarded contracts are published on the HS2 Ltd website. In addition, contracts valued above OJEU thresholds can be searched for on the Tenders Electronic Daily website\(^2\).

51. HS2 Ltd publishes details of all contractual payments over £25,000 and all corporate card transactions over £500\(^3\).

52. Further information on HS2 Ltd expenditure (including its annual report and accounts) is published on the relevant pages of the HS2 Ltd publication scheme\(^4\).

53. It is HS2 Ltd’s view that publishing information through the processes outlined above satisfy the public interest in ensuring that HS2 Ltd is open and transparent regarding expenditure. It considers that,

\(^1\) [https://www.gov.uk/government/collections/hs2-business](https://www.gov.uk/government/collections/hs2-business)

\(^2\) [https://www.hs2.org.uk/contract-opportunities/0/?status=0&category=0&value=0](https://www.hs2.org.uk/contract-opportunities/0/?status=0&category=0&value=0)


\(^3\) [https://www.gov.uk/government/collections/dft-departmental-spending-over-25000](https://www.gov.uk/government/collections/dft-departmental-spending-over-25000)

[https://www.gov.uk/search/all?keywords=spending+over+500&order=relevance](https://www.gov.uk/search/all?keywords=spending+over+500&order=relevance)

\(^4\) [https://www.hs2.org.uk/what-we-spend-and-how-we-spend-it/](https://www.hs2.org.uk/what-we-spend-and-how-we-spend-it/)
consequently, in this case, at this time, the interests of the public are not best served by undertaking the resource-intensive search required to obtain the [environmental] information requested. To comply with that element of the request would, HS2 Ltd argues, place a substantial burden on HS2 Ltd; this diversion of resources would be significant and disproportionate and would not be in the public interest.

**Balance of the public interest**

54. In its public interest arguments, HS2 Ltd has drifted a little into discussing the disproportionate burden involved in complying with the request. This is a matter that is usually considered if an authority is relying on regulation 12(4)(b) by virtue of the request being vexatious. HS2 Ltd’s central argument has been that the current request is manifestly unreasonable by virtue of cost and so it is cost that the Commissioner has taken into account in considering the balance of the public interest.

55. Given the scale and profile of the HS2 high speed rail project and its impact locally and nationally there is, of course, a great deal of public interest in it, and certainly in the cost of the project.

56. However, it is the Commissioner’s view that, at the time of the request, the public interest in the cost of the HS2 rail project was met through the information that is published regularly on DfT’s website, on HS2 Ltd’s website, in published accounts and annual reports and through the High Speed Rail Bill Select Committee, amongst other channels.

57. The Commissioner is satisfied that the public interest favours maintaining the exception in this case. She finds that, because of the transparency measures above, there is less public interest in HS2 Ltd spending upwards of £25,000 and 1,000 hours of staff time on complying with the detail of this request.

**Regulation 9(1) / Section 16(1) – advice and assistance**

58. Regulation 9(1) of the EIR and section 16(1) of the FOIA place a duty on a public authority to offer an applicant advice and assistance so far as it would be reasonable to expect the authority to do so.

59. As referred to above, in cases where an authority is relying on regulation 12(4)(b), regulation 9 creates an obligation to provide advice and assistance on how the scope of the request could be refined or reduced to avoid exceeding the appropriate limit.

60. The Commissioner’s EIR guidance states that where it is reasonable to provide advice and assistance in the particular circumstances of the
case, the minimum a public authority should do in order to satisfy regulation 9 is:

- either indicate if it is not able to provide any information at all within the appropriate limit; or
- provide an indication of what information could be provided within the appropriate limit; and
- provide advice and assistance to enable the requestor to make a refined request.

61. In its submission to the Commissioner, HS2 Ltd has said that, given the nature of the request it is difficult to offer any further information (in addition to the information already provided to the complainant) that would not impose a disproportionate burden on HS2 Ltd. A burden caused by requiring it to conduct the sort of searches outlined above and effectively create new contract databases in order to provide what the requester is seeking.

62. HS2 Ltd has referred to the Commissioner’s guidance on ‘Requests where the cost of compliance exceeds the appropriate limit’ and notes that the duty to provide assistance and advice under section 16 is expressly qualified by the words “...only in so far as it would be reasonable to expect the authority to do so.”

63. HS2 Ltd has noted that, nonetheless, in this case it had offered to provide a list of all suppliers. It has noted that, furthermore, the complainant is a journalist, who has had prolonged discussions with its Media team regarding specific requirements and that multiple public sources of information are available to the complainant.

64. HS2 Ltd advised the Commissioner that the complainant subsequently submitted another request to it for the list of contractors and the amount each contractor will be spending with HS2 Ltd overall. HS2 Ltd released the list of contractors but refused to comply with the request for the value of each contractor under section 12(1) of the FOIA.

Conclusion

65. The complainant has noted that it had been reported that £7.4 billion had been spent on HS2 Ltd. He added up all the HS2-related spending published on DfT’s website and found that the spend published on DfT’s website added up to £3 billion. The complainant has assumed that adding up all HS2 Ltd’s spend at that point would have generated the remaining £4.4 billion figure and, when added to the DfT figure, this would equal the reported figure of £7.4 billion.
66. The Commissioner notes that the categories of information that DfT publishes concern ‘Suppliers’ and amount spent, and not contracts per se. She understands that ‘spend’ and ‘contracts’ are not the same thing in the context of this request.

67. The complainant has requested information on all of HS2 Ltd’s contracts: their value, the name of the organisation the contract is with and the date the contract was signed. This is in order, presumably, to derive the £4.4 billion figure. Assuming the mathematics in paragraph 65 was that simple, the complainant considers he needs to have information on all of HS2 Ltd’s contracts, in order to generate the £4.4 billion figure missing from his calculation.

68. Given HS2 Ltd’s explanation as to how contracts and associated costs and payments are managed, it is not clear to the Commissioner how such a calculation could be carried out. However, the fact is that the complainant has requested all HS2 Ltd’s contracts and must consider he needs all the contracts in order to carry out his calculation. So, even if HS2 Ltd had been able to provide information on some of the contracts within the cost limit – for example its major contracts - that would not have met the complainant’s needs. The Commissioner therefore does not consider the request could be meaningfully refined. As such, she is satisfied that there has been no breach of regulation 9(1) of the EIR, or section 16(1) of the FOIA in this case, as there is no advice or assistance it would have been reasonable for HS2 Ltd to have offered. She notes that HS2 Ltd did, however, offer to provide the complainant with a list of its suppliers.

---

Right of appeal

69. 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

70. 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.

71. 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

Pamela Clements
Group Manager
Information Commissioner’s Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF