

## **Freedom of Information Act 2000 (FOIA)**

### **Decision notice**

**Date:** 13 October 2021

**Public Authority:** London Borough of Barnet  
**Address:** Hendon Town Hall  
The Burroughs  
Hendon  
London  
NW4 4BG

#### **Decision (including any steps ordered)**

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1. The complainant submitted a request to the London Borough of Barnet (the Council) seeking copies of legal agreements between it and Saracens Copthall LLP concerning a loan to finance a replacement west stand as part of its Allianz Park stadium. The Council initially withheld the requested agreements in full on the basis of sections 43(2) (commercial interests) of FOIA. During the course of the Commissioner's investigation the Council provided the complainant with redacted versions of the documents with the exemptions contained at sections 38 (health and safety), 40(2) (personal data) and 43(2) of FOIA being used to withhold the information. The complainant challenged the use of these exemptions.
2. The Commissioner's decision is that the remaining redacted information is exempt from disclosure on the basis of sections 40(2) or 43(2) of FOIA and that in relation to the information withheld under section 43(2) the public interest favours maintaining that exemption.
3. No steps are required.

## Background

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4. In January 2019 the Council decided to enter into a loan agreement with Saracens Copthall LLP (SCLLP) for £22.9m, repayable over 30 years at an interest rate of 6% for the purpose of constructing a replacement west stand as part of its Allianz Park stadium.
5. As part of the decision the Council entered into the following legal agreements:
  - A Loan Agreement between the Council and SCLLP – this details the amount to be loaned, the conditions upon which the loan is made and can be drawn down and the terms of repayment;
  - A Debenture between the Council and SCLLP;
  - A Guarantee, covering part of the liability under the Loan Agreement, between Company A and the Council capped at £10million; and
  - Collateral Warranties between the Council, the main contractor to be engaged by SCLLP, the professional team appointed by SCLLP and certain sub-contractors. These warranties mean that the third parties provide a duty of care to the Council.
6. On 5 November 2019, it was announced that Saracens had been fined £5.4m and docked 35 points by Premiership Rugby Limited (PRL). On 17 January 2020, in response to media speculation about further action to be taken by PRL against Saracens, Council officers placed a temporary stop on loan drawdowns (SCLLP had drawn down £3.2m of the agreed £22.9m loan facility to date). It was subsequently confirmed by PRL on 18 January 2020 that the club was to be relegated automatically at the end of the 19/20 season.
7. In light of this, the Council decided in January 2020 that if SCLLP wished to continue with the redevelopment it would need to provide it with a revised business plan. This was subsequently provided and loan drawdowns were resumed.<sup>1</sup>

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<sup>1</sup> Information taken from <https://barnet.moderngov.co.uk/ieListDocuments.aspx?CIId=693&MIId=10105>, see item 12 Saracens Loan – Update Report and <https://barnet.moderngov.co.uk/ieListDocuments.aspx?CIId=693&MIId=10107>, see item 10 Loan Agreement with Saracens Copthall LPP – Update Report

## Request and response

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8. The complainant submitted the following request to the Council on 20 January 2020 concerning the Council's loan to SCLLP:

*'For easy reference I attach the record of a decision taken under delegated powers.*

*At 2.3 there is reference to Legal Agreements. The debenture has been recorded at Companies House so I have that document.*

*I would like to be sent a copy of the loan agreement, the £10m guarantee and the Collateral warranties please.'*

9. The Council responded on 14 April 2020 and confirmed that it held the requested information but it considered this to be exempt from disclosure on the basis of section 43(2) (commercial interests) of FOIA.
10. The complainant contacted the Council on 4 May 2020 and asked it to conduct an internal review of this refusal.
11. The Council informed him of the outcome of the internal review on 21 July 2020. The review upheld the application of section 43(2) of FOIA and explained that the information was also considered to be exempt from disclosure on the basis of section 41(1) (information provided in confidence) of FOIA.

## Scope of the case

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12. The complainant contacted the Commissioner on 31 August 2020 in order to complain about the Council's decision to withhold the information sought by his request.
13. During the course of the Commissioner's investigation, on 6 July 2021 the Council provided the complainant with copies of the information falling within the scope of his request with certain information being redacted from each of the documents on the basis of sections 38 (health and safety), 40(2) (personal data) and 43(2). (The Council no longer sought to rely on section 41(1) of FOIA.)
14. Following this disclosure the complainant confirmed to the Commissioner that he wished to challenge the Council's reliance on these exemptions to withhold the redacted information.
15. During the course of the Commissioner's subsequent investigation she conducted the Council and had explained that the following information had been redacted from the loan agreement and guarantee document

but was already in the public domain: the interest rate, the total value of the loan, the cost of the loan and the guarantee value. The Commissioner explained that as a result in her view such information was not exempt from disclosure and she invited the Council to disclose such information to the complainant at this stage.

16. On 4 October 2021 the Council provided the complainant with revised versions of the loan agreement and guarantee document but with the information described in the previous paragraph unredacted. (All other previous redactions remained in place.)
17. This decision notice therefore focuses on whether the remaining redacted information is exempt from disclosure under FOIA.
18. The documents falling within the scope of the request are as follows i) the loan agreement, ii) the guarantee, iii) four separate deeds of collateral warranties between the Council, SCLLP and four particular parties.

## **Reasons for decision**

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### **Section 43 - commercial interests**

19. Section 43(2) of FOIA states that:

*'Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).'*

#### The Council's position

20. The Council argued that disclosure of the information redacted on the basis of this exemption would be likely to prejudice its own commercial interests, those of SCLLP, and those of SCLLP's contractors and companies providing it with professional services.
21. The Council provided the Commissioner with detailed submissions to explain why, in its view, disclosure would be likely to result in such prejudice. These submissions made direct reference to the content of the withheld information itself and therefore not all of these submissions can be referred to in this notice. However, the Commissioner has summarised the Council's submissions below.

#### *Prejudice to the commercial interests of the Council, SCLLP and its existing contractors*

22. The Council emphasised that the development of the west stand is ongoing which meant that it is commercially important to both it and

SCLLP that information that may prejudice SCLLP's position under its existing contracts, or its reputation with existing contractors and suppliers, is not disclosed.

23. The Council argued that releasing personal information or details of the commercial terms that contractors have agreed without their consent (which has not been given) would be likely to prejudice the Council's and SCLLP's relationship with contractors and other impacted stakeholders.
24. The Council explained that the contractors considered the terms on which they engaged with SCLLP to be commercially sensitive, the disclosure of which could impact on their (ie the contractors') commercial interests in respect of future relations with other clients.
25. The Council argued that such a disclosure would also affect SCLLP's and its own future relationship with the contractors and would deter them from working with the Council and SCLLP in the future on both stadium and non-stadium related projects.
26. The Council argued that release of commercially sensitive information would also deter other consultants from engaging with it and SCLLP. This is because it would impact on the Council's and SCLLP's business reputation and the confidence that contractors, suppliers, and investors place in Council and SCLLP, and would have a negative impact on the Saracens brand.
27. The Council noted it was the beneficiary of the collateral warranties, and it would harm its commercial interests if the consultants and others in the market would be deterred from working on other projects funded by the Council if they perceive a material risk of this leading to commercially sensitive information being publicly disclosed. The Council argued that a similar point applied to the disclosure of information containing the contractors' personal details, which were withheld on the basis of section 40(2), but could also be considered to be exempt on the basis of section 43(2).

*Prejudice to SCLLP's ability to obtain future funding*

28. The Council argued that disclosure of the redacted information relating to the specific terms of the loan would be likely to harm SCLLP's ability to negotiate funding from other parties in the future should it wish to do so.

*Prejudice to SCLLP due to disadvantage compared to competitors*

29. The Council argued that SCLLP is likely to be disadvantaged compared to its competitors (ie other professional rugby clubs) if the redacted information is disclosed. This was on the basis that the redacted

information includes specific financial information which is not currently in the public domain. In the Council's view disclosure of this information is likely to give competitors an insight into SCLLP's financial position which may put SCLLP at a disadvantage when operating in this market, for example, when seeking to attract and agree salaries with players who may also be in discussions with other clubs.

30. Furthermore, the Council argued that the funding arrangements between it and SCLLP are not common and are the result of extensive work by both parties. The Council argued that disclosure of the redacted information may allow competitors to take advantage of this work by seeking similar loans from other local authorities using the SCLLP funding arrangements as a precedent. The Council argued that this would be inequitable, noting that SCLLP has incurred significant costs in putting these arrangements in place including the costs of obtaining professional advice. The Council also argued that SCLLP would also lose the advantage that comes with having a part local authority funded and community-based stadium if its competitors were to replicate this approach.

#### *Prejudice to the Council's commercial interests*

31. The Council also argued that there is a risk that disclosure of the redacted information will impact on its commercial interests, which in this context consist of participating in the funding of the stadium and is receiving interest on the terms set out in the requested documents. The Council explained that it participates in the funding market as both a borrower and a lender and could be at a disadvantage in this market if specific details of the mechanics of this loan, which it may not wish to agree in other contexts, are disclosed.

#### The complainant's position

32. The complainant noted that information about the loan, such as the size of it, the duration and the interest rate, had been put into the public domain by the Council. Therefore, he questioned what justifiable reasons there could be for redacting significant parts of the documents which mostly appeared to be 'legal boilerplate'.

#### The Commissioner's position

33. In order for a prejudice based exemption, such as section 43(2), to be engaged the Commissioner considers that three criteria must be met:
- Firstly, the actual harm which the public authority alleges would, or would be likely to, occur if the withheld information was disclosed has to relate to the applicable interests within the relevant exemption;

- Secondly, the public authority must be able to demonstrate that some causal relationship exists between the potential disclosure of the information being withheld and the prejudice which the exemption is designed to protect. Furthermore, the resultant prejudice which is alleged must be real, actual or of substance; and
  - Thirdly, it is necessary to establish whether the level of likelihood of prejudice being relied upon by the public authority is met – ie, disclosure 'would be likely' to result in prejudice or disclosure 'would' result in prejudice. In relation to the lower threshold the Commissioner considers that the chance of prejudice occurring must be more than a hypothetical possibility; rather there must be a real and significant risk. With regard to the higher threshold, in the Commissioner's view this places a stronger evidential burden on the public authority. The anticipated prejudice must be more likely than not.
34. With regard to the first criterion of the three limb test described above, the Commissioner accepts that the potential prejudice described by the Council relates to the interests which the exemption contained at section 43(2) is designed to protect.
  35. With regard to the second criterion, the Commissioner is satisfied that disclosure of the information redacted on the basis of section 43(2) has the potential to harm the various parties' commercial interests in the ways set out by the Council. In reaching this decision the Commissioner accepts that the redacted information contains details of the commercial relationships between the various parties which have not been put into the public domain. That is to say, she is satisfied that the redacted information is more than simply legal boilerplate; rather it refers to the specific circumstances of this particular loan.
  36. With regard to the third criterion, the Commissioner is satisfied that there is more than a hypothetical possibility of prejudice occurring to the various parties' interests (ie the Council's, SCLLP's and its contactors), albeit she does not agree with all of the Council's reasoning for why such prejudice would be likely to occur.
  37. Taking each of the Council's specific arguments in turn, the Commissioner considers it essential to note that the contractors have not consented to the disclosure of the redacted information in respect of information which includes details of their commercial relationships with SCLLP or the Council. It is clear that this is information which the contractors consider to be commercially sensitive.
  38. In this context, the Commissioner accepts that if this information was disclosed then this would be likely to harm both SCLLP's and the Council's relationship with these parties. This is on the basis that disclosure may deter the contractors from working with them again, or



working with them on different terms. Furthermore, the Commissioner accepts that disclosure of such information would also be likely to make it harder for the Council or SCLLP to engage other consultants if there was a precedent for the Council disclosing information which was considered to be commercially sensitive. The Commissioner accepts that this would be likely to harm the Council's and SCLLP's commercial interests both in respect of this project and other unrelated ones in the future. Moreover, the Commissioner accepts that the disclosure of the information in the collateral warranties poses a particular risk to the Council's future commercial interests if parties are less willing to offer such facilities to the Council.

39. The Commissioner also accepts that it is logical to argue that disclosure of the redacted information regarding the terms agreed by the contractors would be likely to prejudice their negotiating positions with other potential clients when agreeing contracts in the future. This is because it would provide the potential clients of the contractors with an advantage if they knew the terms and conditions previously agreed by the contractors in question.
40. Having considered the relevant parts of the redacted information, and taking into account the Council's submissions to her, the Commissioner is also persuaded that there is a real and significant risk of SCLLP's commercial interests being harmed in respect of the terms on which it may wish to secure future funding. Furthermore, the Commissioner also accepts that it is logical to argue that disclosure of details of the loan could undermine the Council's negotiating position when it seeks either to secure loans itself or offers loans to other third parties as those parties would have the benefit of understanding the terms and conditions the Council agreed to SCLLP.
41. However, the Commissioner is not persuaded by the argument that disclosure of the information would be likely to harm SCLLP's commercial interests because it would place it at a disadvantage amongst other professional rugby clubs (paragraph 29). Whilst the information does contain financial information about SCLLP, in the Commissioner's view the likelihood of prejudice occurring to it in the ways envisaged by the Council is only a hypothetical possibility.
42. Similarly, the Commissioner is not persuaded by the Council's argument at paragraph 30. Whilst disclosure of the redacted information would provide SCLLP's competitors with some further insight into the nature of its arrangement with the Council, the Commissioner does not accept that this information would allow them to take advantage of this work by seeking similar loans from other local authorities using the SCLLP funding arrangements as a precedent. Clearly, if such clubs wished to undertake such loans they would have to pay to engage their own consultants and professional services companies to assist them; the



redacted information would not provide some sort of short cut to this process. Therefore, the Commissioner is not persuaded that the amount of assistance that other clubs would need would be reduced by having access to the withheld information. Moreover, the main details of the loan, and indeed the simple fact that SCLLP has entered into such a loan with its local authority, are already in the public domain.

43. In summary then, the Commissioner is satisfied that the Council can rely on section 43(2) to withhold the parts of the documents to which it has applied this exemption because disclosure of this information would be likely to result in prejudice to the commercial interests of the Council, SCLLP and its contractors. Albeit, that in reaching this finding she does not agree that disclosure would be likely to prejudice SCLLP's commercial interests in all of the ways set out by the Council.

### **Public interest test**

44. Section 43 is a qualified exemption and therefore the Commissioner must consider the public interest test and whether in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

#### *Public interest in disclosure*

45. The complainant argued that in order for contracts to be understood properly they had to be read as a whole. There was therefore a public interest in the disclosure of the withheld information in order to allow the public to fully understand the nature of the loan agreement.
46. For its part the Council identified the following interests in disclosing the information: There was public interest in furthering the understanding of, and in participation in, the issues of public debate. There was a public interest in facilitating the accountability and transparency of decisions taken by the Council and how public money had been spent.

#### *Public interest in maintaining the exemption*

47. However, the Council argued that there was a greater public interest in maintaining the exemption contained at section 43(2) for the following reasons:
48. It would be against the public interest to disclose information which would have a negative effect on competitiveness. More specifically, it was against the public interest to disclose information which would harm the Council's commercial interests or the commercial interests of SCLLP, or indeed the commercial interest of its contractors.

49. The Council also argued that the public interest in disclosure had been met by the information which had been placed into the public domain at every stage of the loan agreement, and which is kept under review.

*Balance of the public interest arguments*

50. The Commissioner recognises that the loan by the Council represents a significant sum of money and that there is understandably a public interest in the disclosure of information about the arrangement. She also acknowledges that the fine levied on, and subsequent relegation of, Saracens arguably adds to public interest at the time of the request in understanding the nature of the agreement that the Council entered into. The Commissioner also accepts the complainant's point that in order to understand the *full* nature of the agreement, access to the unredacted versions of the documents is arguably needed.
51. However, such interests obviously have to be balanced against the public interest in maintaining the exemption. The Commissioner agrees with the Council that in the circumstances of this case it would be firmly against the public interest to disclose information that would undermine either the commercial interests of the Council, or the commercial interests of third parties. For the reasons discussed above, the Commissioner accepts that prejudice to the commercial interests of the Council, SCLLP and its contractors would all be likely to occur if the withheld information was disclosed. In the Commissioner's view the cumulative effect of such outcomes provides a strong case for maintaining the exemption. She also accepts that the Council has proactively (and regularly) disclosed information about the loan, including its main terms and a schedule of draw down payments. Taking all of these factors into account the Commissioner has concluded that the public interest favours maintaining the exemption contained at section 43(2) of FOIA.

**Section 40 - personal information**

52. The Council explained that the information which it was seeking to withhold on the basis of section 40(2) consisted of names, contact details, or signatures of identifiable individuals. It also applies to those parts of the withheld information that comprise company names, numbers, and registered office details, where a search of publicly available Companies House records would readily lead to identifiable individuals.
53. Section 40(2) of FOIA provides that information is exempt from disclosure if it is the personal data of an individual other than the requester and where one of the conditions listed in section 40(3A)(3B) or 40(4A) is satisfied.

54. In this case the relevant condition is contained in section 40(3A)(a)<sup>2</sup>. This applies where the disclosure of the information to any member of the public would contravene any of the principles relating to the processing of personal data ('the DP principles'), as set out in Article 5 of the General Data Protection Regulation ('GDPR').
55. The first step for the Commissioner is to determine whether the withheld information constitutes personal data as defined by the Data Protection Act 2018 ('DPA'). If it is not personal data then section 40 of FOIA cannot apply.
56. Secondly, and only if the Commissioner is satisfied that the requested information is personal data, she must establish whether disclosure of that data would breach any of the DP principles.

### **Is the information personal data?**

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

*'any information relating to an identified or identifiable living individual'.*

58. The two main elements of personal data are that the information must relate to a living person and that the person must be identifiable.
59. An identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
60. Information will relate to a person if it is about them, linked to them, has biographical significance for them, is used to inform decisions affecting them or has them as its main focus.
61. In the circumstances of this case, the Commissioner is satisfied that the information withheld by the Council on the basis of section 40(2) both relates to, and identifies, the individuals concerned, or can be easily used to identify specific individuals in the manner described by the Council at paragraph 52. This information therefore falls within the definition of 'personal data' in section 3(2) of the DPA.
62. The fact that information constitutes the personal data of an identifiable living individual does not automatically exclude it from disclosure under

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<sup>2</sup> As amended by Schedule 19 Paragraph 58(3) DPA.

FOIA. The second element of the test is to determine whether disclosure would contravene any of the DP principles.

63. The most relevant DP principle in this case is principle (a).

### **Would disclosure contravene principle (a)?**

64. Article 5(1)(a) of the GDPR, which contains principle (a), states that:

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

65. In the case of an FOIA request, the personal data is processed when it is disclosed in response to the request. This means that the information can only be disclosed if to do so would be lawful, fair and transparent.

66. In order to be lawful, one of the lawful bases listed in Article 6(1) of the GDPR must apply to the processing. It must also be generally lawful.

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

67. The Commissioner considers that the lawful basis most applicable is basis 6(1)(f) which states:

*'processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child'<sup>3</sup>.*

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<sup>3</sup> Article 6(1) goes on to state that:-

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

However, section 40(8) FOIA (as amended by Schedule 19 Paragraph 58(8) DPA) provides that:-

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

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

*Legitimate interests*

70. In considering any legitimate interest(s) in the disclosure of the requested information under FOIA, the Commissioner recognises that a wide range of interests may be legitimate interests. They can be the requester's own interests or the interests of third parties, and commercial interests as well as wider societal benefits. These interest(s) can include broad general principles of accountability and transparency for their own sakes, as well as case-specific interests. However, if the requester is pursuing a purely private concern unrelated to any broader public interest, unrestricted disclosure to the general public is unlikely to be proportionate. Interests may be compelling or trivial, but trivial interests may be more easily overridden in the balancing test.
71. In the circumstances of this case, for the reasons discussed above, the Commissioner accepts that there is a legitimate interest in the disclosure of information on this subject, including the names of the identifiable individuals withheld by the Council.

*Is disclosure necessary?*

72. 'Necessary' means more than desirable but less than indispensable or absolute necessity. Accordingly, the test is one of reasonable necessity which involves the consideration of alternative measures, and so a measure would not be necessary if the legitimate aim could be achieved by something less. Disclosure under FOIA must therefore be the least restrictive means of achieving the legitimate aim in question.
73. The Commissioner recognises that a range of personal data has been redacted from the documents on the basis of section 40(2). In her view disclosure of some parts of this personal data cannot be said to be necessary to further the public's understanding of this issue. This is because the individuals in question do not have a significant role in the agreement between the parties (eg the redactions at 12.9.2 or 22.3 of

the loan agreement), are only named to extent that they are the designated contact points within their organisations or simply acted as witnesses to the documents. For such information the Commissioner has concluded that disclosure of it would not be lawful and therefore article 6(1)(f) of the GDPR is not met.

74. However, for other data where the individuals' role in the agreement was more significant, the Commissioner considers that disclosure of this is necessary.

### **Balance between legitimate interests and the data subject's interests or fundamental rights and freedoms**

75. It is necessary to balance the legitimate interests in disclosure against the data subjects' interests or fundamental rights and freedoms. In doing so, it is necessary to consider the impact of disclosure. For example, if the data subject would not reasonably expect that the information would be disclosed to the public under FOIA in response to the request, or if such disclosure would cause unjustified harm, their interests or rights are likely to override legitimate interests in disclosure.
76. In considering this balancing test, the Commissioner has taken into account the following factors:
- the potential harm or distress that disclosure may cause;
  - whether the information is already in the public domain;
  - whether the information is already known to some individuals;
  - whether the individual expressed concern about the disclosure; and
  - the reasonable expectations of the individual.
77. In the Commissioner's view, a key issue is whether the individuals concerned have a reasonable expectation that their information will not be disclosed. These expectations can be shaped by factors such as an individual's general expectation of privacy, whether the information relates to an employee in their professional role or to them as individuals, and the purpose for which they provided their personal data.
78. It is also important to consider whether disclosure would be likely to result in unwarranted damage or distress to that individual.
79. The Council explained that the individuals concerned had not consented to the disclosure of their personal data when consulted. The Council also noted that the stadium is a high profile project and publication of the details of the individuals involved in funding it is likely to result in unwanted intrusions into their private lives by the media and third

parties, potentially including those who do not support the stadium development and/or Saracens Rugby Club.

80. Whilst the Commissioner considers that there is a legitimate interest in the disclosure of the information for the reasons discussed above, in light of the position of the individuals in question regarding potential disclosure of their personal data, and the potential consequences for disclosure, she had concluded that there is an insufficient legitimate interest to outweigh these individuals' fundamental rights and freedoms. The Commissioner therefore considers that there is no Article 6 basis for processing and so the disclosure of this information would not be lawful.
81. Given the above conclusion that disclosure would be unlawful, the Commissioner considers that she does not need to go on to separately consider whether disclosure would be fair or transparent. The Commissioner has therefore decided that the Council is entitled to withhold this information on the basis of section 40(2) of FOIA, by way of section 40(3A)(a).
82. As the Commissioner has concluded that all of the withheld information is exempt from disclosure on the basis of section 43(2) or section 40(2), she has not considered the Council's reliance on section 38 of FOIA.



## **Right of appeal**

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83. 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: 0203 936 8963  
Fax: 0870 739 5836  
Email: [grc@justice.gov.uk](mailto:grc@justice.gov.uk)  
Website: [www.justice.gov.uk/tribunals/general-regulatory-chamber](http://www.justice.gov.uk/tribunals/general-regulatory-chamber)

84. 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.

85. 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 .....**

**Jonathan Slee**  
**Senior Case Officer**  
**Information Commissioner's Office**  
**Wycliffe House**  
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**Cheshire**  
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