

## **Environmental Information Regulations 2004 (EIR)**

### **Decision notice**

**Date:** 20 November 2020

**Public Authority:** Derby City Council  
**Address:** Council House  
Corporation Street  
Derby  
DE1 2FS

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

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1. The complainant has requested information about a waste disposal contract. The Council disclosed some information, but withheld the remainder citing the following exceptions of the EIR: 12(5)e – confidentiality of industrial or commercial information; 12(4)d – material in the course of completion/unfinished documents; and 13(2) – third party personal data.
2. The Commissioner's decision is that Derby City Council has failed to demonstrate that regulation 12(5)e is engaged, and for regulation 12(4)d, that the public interest in disclosure outweighs the public interest in maintaining the exception. The Council has correctly applied regulation 13 to third party personal data. The Council also breached regulation 5(2) by failing to provide information within 20 working days.
3. The Commissioner requires the public authority to take the following steps to ensure compliance with the legislation.
  - Disclose unredacted copies of the Service Continuity Contract, the two leases and the Draft Inter-Authority Agreement, save for all third party personal data.
4. The public authority must take these steps within 35 calendar days of the date of this decision notice. Failure to comply may result in the

Commissioner making written certification of this fact to the High Court pursuant to section 54 of the Act and may be dealt with as a contempt of court.

## Request and response

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5. On 6 August 2019 the complainant wrote to Derby City Council and requested information in the following terms:

*'Please provide via EIR all contract documents relating to the new residual waste disposal contract which replaces the long term waste contract which has just been terminated. This should be in un redacted form as was the case when the original disposal contract was provided to me after a previous ruling by the Information Commissioner'*

6. Following a number of email exchanges, the Council finally provided a substantive response on 31 October 2019. It provided some information within the scope of the request but refused to provide the remainder. It cited the following exceptions as its basis for doing so: 13(2) - third party personal data; 12(5)e - commercial data; and 12(4)d - material in the course of completion/unfinished documents
7. The complainant requested an internal review on 25 September 2019, due to the Council's delay in responding, and followed this up with further questions on 5 November 2019, once the Council had provided a substantive response. The Council sent the outcome of its internal review about the delay on 11 November 2019, and about the exemptions it had applied on 6 January 2020, upholding its original position for the latter.

## Scope of the case

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8. The complainant contacted the Commissioner on 9 February 2020 to complain about the way his request for information had been handled. He had previously requested another waste contract from the Council, which had been redacted before disclosure. In that instance the Commissioner had ordered release of the full contract, and the complainant considered the circumstances for the successor contract to be the same.
9. The Commissioner therefore considers the scope of the case to be whether the Council is entitled to rely on regulations 12(5)e, 12(4)d and the 13(2) to withhold the information.

## Reasons for decision

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

10. Regulation 12(5)e states:

*'For the purposes of paragraph (1)(a), 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'*

11. In assessing whether the exception is engaged, the Commissioner applies a four stage test, of which all must be met:

- The information is commercial or industrial in nature
- Confidentiality is provided by law
- The confidentiality is protecting a legitimate economic interest
- The confidentiality would be adversely affected by disclosure

12. If the exception is engaged, it is then subject to the public interest test.

*Is the information commercial or industrial in nature?*

13. The Council has applied the exception to specific definitions and clauses in a Service Continuity Contract (SCC) between Derbyshire City Council, Derbyshire County Council and Renewi UK Services Ltd (Renewi), and to two leases.

14. For context, the Service Continuity Contract between the Councils and Renewi was the result of a previous long-term waste management contract being terminated prematurely. This terminated contract was between Derby City Council, Derbyshire County Council and Resource Recovery Solutions (Derbyshire) Ltd. In considering this complaint, it is relevant to note that:

- Resource Recovery Solutions (Derbyshire) Ltd was a partnership between Renewi and an infrastructure company called Interserve; and
- Parts of this contract were also previously withheld by Derby City Council under regulation 12(5)e, and which the Commissioner

subsequently ordered disclosure of in decision notice FER0617848<sup>1</sup>.

15. For information to be commercial in nature, it will need to relate to a commercial activity such as the sale or purchase of goods / services, usually for profit. The withheld information concerns a waste management service provided by a private company and the Commissioner therefore accepts that this is commercial in nature.

*Is confidentiality provided by law?*

16. In addition to the information needing to be commercial or industrial in nature, it must also be subject to a contractual or common law duty of confidence. The information must not be trivial in nature, or already publicly available.
17. The Council considers that as the SCC contains the terms for the purchase and provision of waste management services, including commercial information, these are confidential to the parties concerned and therefore possess the necessary quality of confidence. The Council also maintains that as it details the Council's commercial approach to purchasing these types of services, and in particular the approach due to the termination of the previous contract, this also provides for the necessary quality of confidence.
18. The Council has confirmed that the SCC is not publicly available, and steps have been taken to restrict access to the contract internally e.g. not distributing the contract electronically, Cabinet members only permitted to review it and not provided with copies.
19. The Council draws attention to confidentiality clauses within the contract itself, including the requirement to protect confidential information. However, this does not mean that all contractual information is confidential, and regulation 5(6) disappplies any statutory bars on disclosure of environmental information. The Commissioner is therefore not persuaded that the confidentiality clauses within the contract prevent disclosure of the withheld information.
20. Nonetheless, taking account of the nature of the withheld information, along with the reasonable expectations of those parties involved, the Commissioner accepts that the information attracts a common law duty of confidence.

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<sup>1</sup> <https://ico.org.uk/media/action-weve-taken/decision-notice/2016/1624774/fer0617848.pdf>

*Is the information protecting a legitimate economic interest? Would disclosure harm that interest?*

21. To satisfy this element of the test, disclosure of the withheld information would have to adversely affect the legitimate economic interest of the Council, third parties, or both. This means that the Council would need to consider the sensitivity of the information at the time of the request and whether the confidentiality that was agreed or expected still required protecting.
22. It is not enough that disclosure might cause some harm to an economic interest; a public authority must evidence that it would be more probably than not that should the information be disclosed, it *would* cause some harm.
23. The Council considers that the legitimate economic interests the confidentiality is designed to protect include:
  - Not prejudicing its position in respect of ongoing negotiations to agree a settlement due to early termination with the former waste management contractor. As one of the contract partners, Derbyshire County Council has the same legitimate economic interest.
  - Protecting public money by not prejudicing the Council's position concerning compensation payments to the former contractor and/or funders based on cost of services in the SCC contract due to termination of the contract with RRS. The same prejudice applies to Derbyshire County Council as a contract partner.
  - The Council's commercial and bargaining position upon expiry of the SCC. This also applies to Derbyshire County Council as above.
  - The current contractor's commercial and bargaining position to provide services upon expiry of the SCC.
24. The Commissioner accepts that, in a general sense, the legitimate economic interest it has identified above are real in relation to the contract. The question is whether disclosure of the information would harm those interests.
25. As already noted, the SCC is a result of the previous waste management contract being terminated early (it had been planned to run until 2042). The Council has marked some of its arguments regarding the harm it considers would be caused by disclosure as confidential, due to the circumstances of the termination. However, an internet search of using publicly known information about the contract provider reveals the circumstances of the termination and so the Commissioner is not

satisfied that these particular arguments put forward by the Council are confidential.

26. The terminated contract between Derby City and Derbyshire County Councils and RRS included the management of recycling centres, and the building and running of a gasification plant in Sinfin, Derby. In summary, the gasification plant failed to meet deadlines for operation, the contract was terminated and the lenders pulled out. RRS was a partnership between an infrastructure company called Interserve, and Renewi, a waste management and recycling company. Renewi went on to become the delivery provider under the new SCC.
27. The Council disclosed parts of the contract to the complainant in its initial response, and again during the course of the Commissioner's investigation. The specific information now being withheld includes:
  - Definitions
  - Payments and invoicing mechanisms
  - Sub-contracting
  - Insurance
  - Termination
  - Service specification
  - Reporting
  - Performance and deductions
  - Service Delivery Plan
  - Leases
28. The Council's main argument for the harm caused by disclosure is that information from the new contract could be used by RRS to assist it in its negotiations for compensation and therefore harm the commercial interests of the two councils. The settlement of the terminated contract was outstanding at the time of the request (and still is) and the Council considers that the information in the SCC could be used RRS (and its lenders) to help it in determining a fair value for the contract.
29. However, as previously noted, RRS was a partnership between Interserve and Renewi, and Renewi is the provider under the new SCC. The Council failed to provide information about the RRS partnership to the Commissioner, the nature of the terminated contract or reasons for it. The Council did not even refer to RRS, just simply a PPP (public-

private partnership). She has herself had to research this information, in order to make sense of the Council's response to her.

30. The potential losses incurred by Renewi and Interserve as a result of the terminated contract are easily found via an internet search. The lack of transparency by the Council in its explanations to the Commissioner about the failed contract's delivery partners, deliberate or not, casts doubt on the confidentiality of the withheld information as Renewi was a 50% partner in the terminated contract and 100% in the subsequent SCC. The Council has omitted to mention this fact, and how this might affect negotiations. It is possible that negotiations do not include Renewi, and only Interserve, but it is not for the Commissioner to guess or hypothesise in the absence of any detail from the Council.
31. The Council has provided arguments for each piece of withheld information but these are repetitive and come back to the same point – that the former contractor will use the information to aid its bargaining position. Having considered the withheld information, the Commissioner is unable to make any clear causal link with the Council's assertion that disclosure of it would harm its bargaining position and that of Derbyshire City Council. The Council's premise (although not entirely clear) appears to be that if the former contractor knows that x amount is being paid for y service in the SCC, then it will use this information to argue the costs it has lost or incurred through termination of the contract. However, the former contract has its own terms, conditions and costs so the Commissioner is unable to see how this could be altered / influenced by a completely separate, albeit successor, contract. The Commissioner therefore does not consider that the largely generic 'negotiation harm' put forward by the Council is sufficient to evidence that disclosure would (i.e. more likely than not) harm both Councils' economic interests.
32. The Council has also stated that disclosure would harm the economic interests of both Councils and Renewi upon expiry of the SCC. It has explained that due to the short-term nature of the SCC, the Council will be required to make arrangements for another procurement exercise, or an extension. This is likely to take place during the term of the SCC. The Council argues that disclosure of the withheld information would adversely affect its bargaining position with prospective bidders as they would have access to current delivery models and costs. It says that any future contractors would use the terms in the SCC to demand similar or the same in future contracts.
33. The Commissioner considers this argument to be generic to all potential contract procurement and similar to the Council's position on negotiation with RRS, she is not persuaded that the harm envisaged has been causally linked to the specifics of the withheld information, some of which includes what the Commissioner takes to be fairly standard



contract clauses. In addition, the complainant has noted that the building and delivery of waste plants and services takes place in a highly consolidated industry where costs and models of delivery are widely known amongst the key partners. This information is therefore unlikely to be as 'confidential' as portrayed.

34. The Commissioner also notes that any future waste infrastructure and management contracts may well differ from that offered under the SCC, particularly as the SCC is designed to run for 2 years, and the ongoing issue of the stalled regasification plant is still to be addressed. She is therefore not satisfied that the withheld information in the SCC would necessarily bare a likeness to any future contracts, and consequently the anticipated harm is more theoretical than not. It is also possible that disclosure of the information could work in the Councils' favour by enabling potential bidders to undercut the existing provider, thereby saving the Councils money. She is also not minded to accept the Council's suggestion that future providers would expect contracts on similar terms; it is for the Council to set its requirements through the contracting process, and invite bidders accordingly. Not the other way round.
35. Finally, turning to the harm that would be caused to Renewi by disclosure of its prices and delivery models. Similar to its own position, the Council maintains that this would provide competitors with an advantage in any procurement process. And, similar to her previous position on this, the Commissioner considers that there is no evidence to suggest that future procurement would be for the same services or utilising the same models, and that such information is likely to be known within the industry (more so in this case as the terminated contract has already been disclosed by the Council) and therefore she is not convinced that the harm envisaged would be more likely than not to occur.
36. The Commissioner is therefore not satisfied that the Council has provided sufficiently robust arguments to establish a causal link between the harm caused to the legitimate economic interests of Derby City Council, Derby County Council, or Renewi by disclosure of the withheld information. Consequently, she concludes that the fourth stage of the test has not been met and determines the exception is not engaged. As a result there is no need to go on to consider the public interest test.



**Regulation 12(4)(d) - material which is still in the course of completion, unfinished documents or incomplete data**

37. Regulation 12(4)(d) states that:

*'a public authority may refuse to disclose information to the extent that the request relates to material which is still in the course of completion, unfinished documents, or to incomplete data.'*

38. The exception is class-based, which means that it is engaged if the information in question falls into one of the three categories. It is not necessary to show that disclosure would have any particular adverse effect in order to engage the exception.
39. The fact that the exception refers both to material in the course of completion and to unfinished documents implies that these terms are not necessarily synonymous. While a particular document may itself be finished, it may be part of material which is still in the course of completion.
40. The Council has applied the exception to a Draft Inter-Authority Agreement (IAA). The IAA is between Derby City Council and Derbyshire County Council and relates to the Waste Management Service provided by Renewi under the SCC.
41. Having viewed the IAA, the document has been subject to the track changes function in Word, with several amendments, questions and comments raised which have not been resolved. The document is clearly still in draft form and the Commissioner is therefore satisfied that the exception is engaged.
42. If engaged, the exception is subject to the public interest test under 12(1)b of the EIR. As a result, the public authority must consider whether, in all the circumstances of the case, the public interest in maintaining the exception outweighs the public interest in disclosing the information.
43. The Council has stated that the IAA remains in draft form with certain terms still being negotiated by the two Councils. Of key significance are clauses relating to the future use of the new waste treatment facility (NWTF) at Sinfin. This is the facility which failed to materialise under the contract with RRS and resulted in the collapse of the PPP and termination of that contract.
44. The Council goes on to explain that the reason the future use of the site has not been agreed is due to them not knowing enough about the existing state of the facility. This will only be known once surveys have

been carried out, which have not yet been done due a need to make the facility safe.

45. Consequently, the Council argues that there is a public interest in both parties being afforded a safe space to conclude negotiations about the site to finalise the IAA. The Council maintains that the IAA relates to not only to the SCC, but the wider project, including termination of the RRS contract. The Council also believes that disclosure of the IAA sets a precedent for disclosure of the contracts still under negotiation.
46. The Council also considers that there is a public interest in ensuring that inaccurate and misleading information is not put into the public domain. It acknowledges that whilst incomplete information can be contextualised, the early release of the unfinished document would be detrimental to the parties concerned as it may initiate comment and representation from third parties that will detract from the task at hand. It concludes:

*'on balance, due to the Councils particular circumstances and the IAA being related to the wider project, the public interest is better served if the Council and DCC are afforded a safe space to conclude their negotiations and that inaccurate and incomplete information is not published. Disclosure of the information would affect detrimentally the Council's and DCC's ability to conclude the negotiations, their partnership working and ultimately the services that they deliver to their residents.'*

47. Having looked at the detail in the draft IAA, the Commissioner notes that for the clauses relating to the use of the Sinfin site, these have been agreed by one Council and are awaiting approval from the other. Outside of the Sinfin issue, most of the comments in the draft IAA concern who in the respective authorities are responsible for aspects of the agreement, and the Commissioner does not consider these outstanding internal decisions to be of significance to the overall purpose of the agreement.
48. There is always a general public interest in the disclosure of environmental information. The EIR implement EU Directive 2003/4/EC which states:

*'Increased public access to environmental information and the dissemination of such information contribute to a greater awareness of environmental matters, a free exchange of views, more effective participation by the public in environmental decision-making and, eventually to a better environment.'*

49. This is a general argument regarding transparency of environmental information, which must then be considered against the specifics of the

case. However, unlike the FOIA, there is a presumption in favour of disclosure, unless the public authority is able to demonstrate that the nature of the harm or prejudice caused by disclosure overrides this presumption.

50. The Commissioner has not seen any representation from the County Council regarding the IAA, or indeed any of the exceptions applied to the withheld information. This calls into question the extent to which the County Council is concerned about the disclosure of the IAA, and consequently the detriment argued by the City Council as a result of doing so.
51. As the IAA is solely between the two Councils, the Commissioner is not convinced that the Council's concern about third parties making comments and detracting from negotiations are sufficiently real. It has not indicated which, if any, third parties have an interest in the agreement and so this potential interference has little weight.
52. Neither has the Council indicated that the IAA, or its contents, are particularly controversial. The clauses regarding the Sinfin site appear to have been agreed with one of the parties and there is no evidence to suggest it will be contested. The delay in agreeing the clauses is down to the awaited results of site visits, rather than a dispute. She also does not give much credence to the belief that disclosure of information that is draft or in the course of completion sets a precedent. Every case is considered on its individual merits, demonstrated by the fact that simply because the Commissioner ordered disclosure of the original waste management contract, it did not mean that the successor contract should automatically be disclosed without full consideration of the Council's representations.
53. The Commissioner therefore concludes that the arguments for disclosure and withholding of the IAA are equally weighted. In this case, due to the public interest in favour of disclosure under the EIR, the Council must provide the IAA to the complainant.

### **Regulation 13 - personal data**

54. Regulation 13(1) of the EIR provides that information is exempt from disclosure if it is the personal data of an individual other than the requester and where one of the conditions listed in regulation 13(2A), 13(2B) or 13(3A) of the Data Protection Act 2018 is satisfied.

55. In this case the relevant condition is contained in regulation 13(2A)(a)<sup>2</sup> of the Data Protection Act 2018. This applies where the disclosure of the information to any member of the public would contravene any of the principles relating to the processing of personal data ('the DP principles'), as set out in Article 5 of the General Data Protection Regulation ('GDPR').
56. The first step for the Commissioner is to determine whether the withheld information constitutes personal data as defined by the Data Protection Act 2018 ('DPA'). If it is not personal data then regulation 13 of the EIR cannot apply.
57. 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?*

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

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

59. The two main elements of personal data are that the information must relate to a living person and that the person must be identifiable. 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. The Council has applied regulation 13 to the names of Contractor and Council employees in the SCC, the leases and the IAA. Having looked at these documents and the information redacted under regulation 13 – third party personal data, the Commissioner is satisfied that these are the names and signatures of living individuals and 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 307(3) DPA 2018.

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

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>.*

68. In considering the application of Article 6(1)(f) of the GDPR in the context of a request for information under the EIR, it is necessary to consider the following three-part test: -

- i) **Legitimate interest test:** Whether a legitimate interest is being pursued in the request for information;
- ii) **Necessity test:** Whether disclosure of the information is necessary to meet the legitimate interest in question;

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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, regulation 13(6) EIR (as amended by Schedule 19 Paragraph 307(7) 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".*

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 the EIR, the Commissioner recognises that such interest(s) can include broad general principles of accountability and transparency for their own sakes, as well as case-specific interests.
71. Further, a wide range of interests may be legitimate interests. They can be the requester's own interests or the interests of third parties, and commercial interests as well as wider societal benefits. They may be compelling or trivial, but trivial interests may be more easily overridden in the balancing test.
72. The complainant considers that in the interests of openness and transparency, the contracts and any associated documentation should be disclosed in their entirety. The Council also accepts that there is a general interest in transparency and accountable in respect of contractual arrangements it enters into using public funds.

*Is disclosure necessary?*

73. 'Necessary' means more than desirable but less than indispensable or absolute necessity. Accordingly, the test is one of reasonable necessity and involves consideration of alternative measures which may make disclosure of the requested information unnecessary. Disclosure under the EIR must therefore be the least intrusive means of achieving the legitimate aim in question.
74. The Council does not consider that the disclosure is necessary to meet the legitimate interests of transparency and openness as it has already disclosed a significant amount of the SCC. It also says that some of the information relates to junior members of staff and the Contractor's employees, and more specifically TUPE arrangements.
75. Whilst the Commissioner accepts that there is a general interest in transparency and accountability, she does not consider that the disclosure of the redacted names will make any material difference to these interests in the SCC, the Leases or the IAA. For the IAA this includes the names of the staff members who have used the track and change function in word to comment on the documents.



76. As the Commissioner has decided in this case that disclosure is not necessary to meet the legitimate interest in disclosure, she has not gone on to conduct the balancing test. As disclosure is not necessary, there is no lawful basis for this processing and it is unlawful. It therefore does not meet the requirements of principle (a).
77. The Commissioner has therefore decided that Derby City Council is entitled to withhold the information under regulation 13(1), by way of regulation 13(2A)(a).

### **Regulation 5 – duty to provide environmental information**

78. Regulation 5(2) states:

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

79. In this case the complainant submitted their request to the Council on 6 August 2019. The Council provided EIR compliant response to the complainant on 31 October 2019, which was 62 working days later. This delay is a significant breach of regulation 5(2)

### **Other matters**

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80. The Commissioner sent her investigation letter to the Council on 16 July 2020. The Council confirmed that it would respond by 14 August 2019, meeting the Commissioner's requested 20 working day deadline.
81. The Council subsequently requested two extensions – the first until 31 August, and the latter until 30 September. The Commissioner duly granted these, but warned the Council that failure to respond by 30 September would result in the issuing of an Information Notice. The Council complied with the 30 September deadline.
82. In its investigation response to the Commissioner where the Council provided its arguments for the application of the exceptions, it asked the Commissioner to carefully consider its arguments concerning economic harm caused by disclosure and invited her to ask any questions she may have, on a confidential basis. Given that the Council had from 16 July 2020 to 30 September 2020 to provide its response, the Commissioner considers this was more than adequate to enable the Council to provide full and final representation.



## 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: 0300 1234504  
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 .....

**Andrew White**  
**Interim Head of FOI Complaints and Appeals**  
**Information Commissioner's Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF**