

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

### **Decision notice**

**Date:** 23 September 2015

**Public Authority:** Wye Valley NHS Trust

**Address:** Trust Headquarters  
County Hospital  
Union Walk  
Hereford  
HR1 2ER

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

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1. The complainant has requested information from Wye Valley NHS Trust ('the Trust') about the legal and contractual basis for agreements reached with Mercia Healthcare. The Trust has applied the exemptions under section 36(2)(c) (prejudice to effective conduct of public affairs) and section 41 (information provided in confidence) to the only information that it says that it holds and which is relevant to the complainant's request.
2. The Commissioner's decision is that:
  - The Trust has identified all the information that it holds within the scope of the complainant's request.
  - The Trust has incorrectly applied section 36 to this information.
  - The Trust has correctly applied section 41 to a small amount of the information but incorrectly applied this exemption to the remainder.
  - The Commissioner also considers that the Trust did not fully meet its obligations under section 17(1).
3. The Commissioner requires the Trust to take the following step:
  - Disclose all the information it has withheld under section 36(2)(c) and section 41, having redacted the small amount of

information that is exempt under section 41 as identified in the confidential annex.

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.

## **Background**

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5. The complainant has told the Commissioner that, in the previous two years, Wye Valley Trust has identified a number of issues with health and safety protocols within Hereford County Hospital, owned and maintained by the Private Finance Initiative (PFI) consortium, Mercia Healthcare Ltd. For example, in 2013 the Telegraph revealed that the PFI contractors had not been maintaining ventilation units in surgical theatres to the correct standard<sup>1</sup>. It was reported that Hospital's patient death rate for the Wye Valley trust, as measured by the NHS's standard mortality indicator, was 11 per cent above the English average at July 2013.
6. Following the Commissioner's intervention, in February 2014 the Trust had released information to the complainant in response to a separate FOIA request concerning the Trust and Mercia Healthcare Ltd. This request was for information about schedules containing details of the relationship between the two organisations. The Trust had previously refused to comply with this request under section 12 (cost exceeds the appropriate limit) and 41 (information provided in confidence) of the FOIA. Following the Commissioner's intervention, the Trust released the project agreement schedules and output schedules to the complainant and that case was closed informally, without a decision notice.
7. The complainant had also requested information from the Trust about any dispute resolution process between the Trust and Mercia Healthcare Ltd. The subsequent complaint to the Commissioner

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<sup>1</sup> <http://www.telegraph.co.uk/news/health/news/10486246/Fault-sees-bugs-pumped-into-hospital-ventilation-system.html>

resulted in his decision in [FS50519100](#) in September 2014. At the time of the request that is the subject of this notice, the Trust was appealing this decision at the Information Tribunal (IT). On 23 July 2015, the Trust confirmed to the Commissioner that it had withdrawn this appeal and had taken the steps the Commissioner's decision notice had required. This included releasing the settlement agreement to the complainant; that is the adjudicator's written decision on the dispute in question, dated May 2013.

8. The complainant says that further health and safety issues, around ventilation, water quality, electrics and the nurse call systems were the subject of a further dispute hearing.
9. On October 20 2014, the Trust issued a [press release](#) that concerned the outcome of the negotiations between the Trust and Mercia Healthcare Ltd. This press release prompted the complainant's request in this case.

## Request and response

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10. On 14 November 2014, the complainant wrote to the Trust and requested information in the following terms:

*"Specifically, I am requesting the legal and contractual basis for the agreements reached with Mercia Healthcare. I would expect this to include:*

- 1. Any signed agreement with Mercia Healthcare that relates to the press release of the 20th October.*
- 2. Any amended or added sections of the PFI Project Agreement or associated Schedules and appendices.*
- 3. Any other document that details a change in working relationships with Mercia Healthcare not already included above*
- 4. Signed agreements that outline the ultimate settlement of the areas of the hospital considered unavailable or in dispute. Regardless of whether the settlement is through deductions, payments, transfers of goods or services or otherwise.*

*I would consider this information to be part of the PFI contract, in that any modifications reached in recent weeks serve the same purpose of outlining the respective rights and responsibilities of each of the parties."*

11. The Trust responded on 16 December 2014. It said that it considered the request to be for information produced for the purposes of the adjudication proceedings between the Trust and Mercia Healthcare. The Trust refused to comply with the request because the

complainant had previously requested similar information (FS50519100, as discussed in 'Background'). At that time, the Trust considered that disclosing 'the settlement agreement' would defeat the object of its appeal to the IT.

12. In its response, the Trust went on to refer to the settlement agreement as a 'bilateral exchange of ideas'. It continued that there are no amended or added sections to the PFI Project Agreement, associated schedules and appendices, or any other document that details a change in the working relationships with Mercia Healthcare. Finally, the Trust said that if its appeal was dismissed then it would consider releasing the settlement agreement to the complainant. The Trust says this information has subsequently been released (see paragraph 7). It is the Commissioner's understanding that the 'bilateral exchange of ideas' and the 'ideas document' discussed below are two separate documents.
13. The Trust provided an internal review on 16 January 2015. It disputed the complainant's assertion that it had breached section 10 of the FOIA by taking longer than 20 working days to provide a response. With regard to the Trust's obligations to provide advice and assistance, the Trust maintained its position that it does not hold any amended or added sections to the PFI Project Agreement and that if its appeal to the IT was dismissed it would consider disclosing the settlement agreement. Regarding section 17, the Trust said that, as it had stated previously, the majority of the documents that the complainant has requested do not exist and that it is not obliged to create information in order to comply with an FOIA request.
14. Following the Commissioner's intervention, the Trust issued a fresh response on 20 April 2015. It repeated that it does not hold any amended or added sections to the PFI project agreement. The Trust said that the complainant now has a copy of the original project agreement through his earlier FOIA request, despite there being a confidentiality clause attached to the agreement. The Trust said that any further information concerning the project agreement and settlement agreement is subject to the exemption under section 41 (information provided in confidence) and will not be disclosed.
15. The Trust subsequently clarified to the Commissioner that '*any further information*' referred to an 'ideas document' that it does, in fact, hold.

## Scope of the case

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16. The complainant contacted the Commissioner on 19 February to complain about the way his request for information had been handled. Initially, he was not satisfied that he had received an adequate refusal notice from the Trust.
17. The Commissioner subsequently had more correspondence with the complainant and the Trust than is usual in his investigations. The focus of the correspondence was to clarify what particular documents had been named and what information had already been released to the complainant. It also sought to clarify what might be included within both the scope of the complainant's request, and consequently, within scope of his complaint.
18. During the Commissioner's investigation, the Trust said that the information within scope of the request – the ideas document - is also exempt from disclosure under section 36. The Commissioner advises that it is a public authority's responsibility to let the applicant know if it is applying a new exemption. In this case, because of the ongoing correspondence he had with both parties, it was expedient for the Commissioner himself to advise the complainant and to invite the complainant to submit any arguments against the application of this exemption.
19. Following extensive correspondence with both parties, the Commissioner has focussed his investigation on the Trust's application of section 41 and 36 to the information within the scope of the request that it says it holds. He has also considered whether the Trust holds any additional information and whether the Trust issued an adequate refusal notice.

## Reasons for decision

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### Section 1 – right to information

20. Section 1(1) of the FOIA says that anyone making a request for information to a public authority is entitled to be informed if the authority holds the requested information and, if the authority does hold it, to have that information communicated to them.
21. The complainant inferred that the Trust must hold the information he has requested on the basis of the press release of 20 October 2014 that discusses an "improved contract".

22. The Trust has told the Commissioner that, in hindsight, it considers that this press release's reference to an 'improved contract' is "unfortunately worded". Following the appointment of a new chief executive at the Trust, the Trust and Mercia Healthcare Ltd had agreed to work together to improve their relationship. The Trust says that this agreement followed a verbal meeting between both parties, for which there were no minutes. The PFI contract was not modified as a result of this meeting and although the Trust has said that a written memorandum of understanding was not produced, it has now confirmed that the informal 'ideas document' was produced and that this document does fall within the scope of the request. It is described at paragraph 35.
23. With regard to the overall request, the Trust has confirmed to the Commissioner that it does not hold any information about '*the legal and contractual basis for the agreements reached with Mercia Healthcare*' because there was no formal legal or contractual basis. It has also confirmed that it does not hold information with regard to: part 1 of the request because there is no signed agreement; part 2 of the request because there are no amended or added sections; or part 4 of the request because there are no signed agreements.
24. With regard to part 3 of the request – the Trust agreed with the Commissioner that the ideas document mentioned above does fall within the scope of this part of the request and confirmed that it is the only relevant information that it holds. The Trust has told the Commissioner that it held this document at the time of the complainant's request on 17 November but that it is exempt from disclosure under section 41 and section 36.
25. The complainant accepts that the press notice may have been misleading. However he told the Commissioner that, in addition to the ideas document, he would nonetheless expect the Trust to hold other information within the scope of part 3 of his request and gave a number of examples including change notices and changes to working practices.
26. Following further correspondence between the Commissioner and the Trust about these examples, the conclusions of which the Commissioner shared with the complainant, the complainant confirmed to the Commissioner that he was prepared not to include whether or not the Trust holds this particular material within the scope of his complaint.
27. The Commissioner is prepared to accept that the wording of the Trust's press release in October 2014 was unintentionally misleading. The press release suggested that its PFI contract had been formally

'improved' ie changed, when in fact, it had not. On the balance of probabilities therefore, and based on the Trust's explanation of the situation, he is also prepared to accept that, other than the 'ideas document', the Trust does not hold any other information within the scope of the request. The request is formulated on the complainant's, not unreasonable, misinterpretation of the Trust's unclear press release. The Trust has now clarified that the PFI contract was not formally 'improved' and the Commissioner is satisfied that consequently, the Trust does not hold any additional information falling within the scope of the request.

28. On the balance of probabilities, the Commissioner is satisfied that the only output of the meeting between the Trust and Mercia Healthcare is the 'ideas document'. The Trust says this information, which falls within part 3 of the complainant's request, is exempt from disclosure under section 36 and section 41.

### **Section 17 – refusal of request**

29. Section 17(1) of FOIA explains that if a public authority is relying on a claim that information is exempt information, it must give the applicant a notice which states that fact, specifies the exemption in question and explains why the exemption applies. It must provide this refusal notice within 20 working days. Section 17(5) says that an authority relying on section 12 (cost of compliance) or section 14 (vexatious or repeat request) must also give the applicant a notice stating that fact within 20 working days.
30. At the point at which he submitted his complaint to the Commissioner, in February, the complainant was not satisfied with how the Trust had declined his request. He said it had not referenced a specific exemption or put forward any arguments against disclosure.
31. The Commissioner notes that the Trust did respond within 20 working days. Having considered the response, in the Commissioner's view, the Trust appears to be saying that the information is exempt because the Trust's appeal to the Information Tribunal regarding the complainant's separate request was ongoing at the time. The Trust could therefore have reasonably cited section 44 (prohibitions on disclosure) in its refusal. It could also have cited section 14(2) if it considered the complainant's request to be a repeat of a previous one. Had it done either, the Trust would have better met its obligations under section 17(1).
32. It is not unusual for a public authority to withdraw its reliance on its original exemption or procedural section and apply one or more new

ones during the Commissioner's investigation. This happened in this case, where the Trust went on to apply the exemptions under section 41 and section 36.

### **Section 41 – information provided in confidence**

33. Section 41(1) of the FOIA says that information is exempt from disclosure if (a) it was provided to a public authority by another person and (b) disclosing it would be an 'actionable' breach of confidence (ie the aggrieved party would have the right to take the authority to court as a result of the disclosure). Although section 41 is an absolute exemption and is therefore not subject to a public interest test under the FOIA, the common law duty of confidence contains an inherent public interest test. The Commissioner has therefore also considered this in order to decide if the information is exempt.
34. The Commissioner considers that a small amount of the withheld information does attract this exemption. It is discussed separately in the confidential annex to this notice.
35. The remainder of the information that the Trust is withholding, and which it categorises as an 'ideas document', was produced as a result of its further negotiations with Mercia Healthcare Ltd in October 2014. The Commissioner has seen the information and notes that it is more substantial and has a greater degree of formality than the term 'ideas document' would suggest. The Trust has drawn the Commissioner's attention to a particular section of the document that it says makes it clear that the entire document is held in confidence between the negotiating parties, making it exempt under section 41. It has not however provided a comprehensive analysis of why it considers section 41 is applicable.

### **41(1)(a) - Was the information provided by another person?**

36. The complainant has argued that the withheld information was not 'obtained' from a third party and that the Trust has made it quite clear that this 'document of ideas' is the result of an exchange between the Trust and Mercia Healthcare Ltd. He says it was not presented to the Trust by a third party but was created jointly by the Trust and Mercia Healthcare.
37. The Commissioner has noted this argument and his decision in [FS50493492](#). That case concerned the withholding of a settlement agreement which the public authority argued was information provided in confidence.



38. Drawing too on the Information Tribunal decision in [EA/2006/0014](#), the Commissioner considered that an agreement reached by mediation would not constitute information provided by one party to another. The Tribunal upheld the Commissioner's view that a written agreement between two parties did not constitute information provided by one of them to the other, and that therefore, a concluded contract between a public authority and a third party does not fall within section 41(1)(a) of the FOIA.
39. The Commissioner considered that this was the case even where a confidentiality clause exists, as evidenced by the following statement made by the Tribunal in the above case:
- "we are aware that the effect of our conclusion is that the whole of any contract with a public authority may be available to the public, no matter how confidential the content or how clearly expressed the confidentiality provisions incorporated in it, unless another exemption applies."*
40. Having viewed the information in this current case, and taken into account his previous decisions together with the absence of any detailed arguments by the Trust, the Commissioner considers that the remainder of the withheld information was not provided to the Trust by another person. As described by the Trust in its press release, he considers it was produced as a result of negotiations between the Trust and Mercia Healthcare and consequently not information that has been provided in confidence.
41. For this reason he has concluded that section 41 cannot be applied to the majority of the information and has not gone on to consider whether disclosing it would be an 'actionable' breach of confidence.

### **Section 36 – prejudice to effective conduct of public affairs**

42. Section 36(2)(c) says that information is exempt if disclosing it would, or would be likely to, prejudice the effective conduct of public affairs. The Commissioner's guidance on section 36 says that section 36(c)(2) is intended to apply to cases not covered by another specific exemption. Since the Commissioner has found that the withheld information is not covered by the other exemption that the Trust has cited, he has gone on to consider its application of section 36(2)(c).
43. Prejudice to the effective conduct of public affairs could refer to an adverse effect on the public authority's ability to offer an effective public service or to meet its wider objectives or purpose, but the effect does not have to be on the authority in question; it could be

an effect on other bodies or the wider public sector. It may refer to the disruptive effects of disclosure, for example the diversion of resources in managing the effect of disclosure.

44. Section 36 differs from all other prejudice exemptions in that the judgement about prejudice must be made by the legally authorised, qualified person for that public authority. The qualified person's opinion must also be a "reasonable" opinion, and the Commissioner may decide that the section 36 exemption has not been properly applied if he finds that the opinion given isn't reasonable.
45. Other than for information held by Parliament, section 36 is a qualified exemption. This means that even if the qualified person considers that disclosure would cause harm, or would be likely to cause harm, the public interest must still be considered.
46. In determining whether the Trust correctly applied the exemption, the Commissioner is required to consider the qualified person's opinion as well as the reasoning that informed the opinion. Therefore in order to establish that the exemption has been applied correctly the Commissioner must:
  - ascertain who was the qualified person or persons;
  - establish that an opinion was given by the qualified person;
  - ascertain when the opinion was given; and
  - consider whether the opinion was reasonable.
47. The Trust explained that the qualified person at the time of the request was the Trust's Chief Executive, Richard Beeken. Mr Beeken's opinion was sought on 26 August 2015 and provided on the same day. The Trust says that the withheld information was shown to the qualified person. The qualified person's opinion is that section 36(2)(c) FOIA is applicable in this case. A copy of the submissions to the qualified person and the opinion itself were provided to the Commissioner.
48. The qualified person upheld the view submitted to him that disclosing the information would be a "breach of confidence that would cause a deterioration in relations between Mercia Healthcare Ltd and Wye Valley Trust". In the Commissioner's view, this would align with an adverse effect on the public authority's ability to offer an effective public service or to meet its wider objectives or purpose, mentioned at paragraph 43.
49. The Commissioner is satisfied that the Trust has obtained the opinion of the qualified person as designated under section 36(5)(o) of the FOIA ie the chief executive, who is the highest decision making body

within the Trust. In order to determine whether the exemption is engaged the Commissioner must then go on to decide whether this opinion is reasonable. This involves considering:

- whether the prejudice claimed relates to the specific subsection of section 36(2) on which the Trust is relying
- the nature of the information and the timing of the request; and
- the qualified person's knowledge of or involvement in the issue.

50. The Commissioner has also issued guidance on section 36 of the FOIA. With regard to what can be considered a 'reasonable opinion' it says the following:

*"The most relevant definition of 'reasonable' in the Shorter Oxford English Dictionary is 'In accordance with reason; not irrational or absurd'. If the opinion is in accordance with reason and not irrational or absurd – in short, if it is an opinion that a reasonable person could hold – then it is reasonable."*

51. It is important to note that when considering whether the exemption is engaged, the Commissioner is making a decision not on whether he agrees with the opinion of the qualified person, but whether it was reasonable for him or her to reach that opinion. The test of reasonableness is not meant to be a high hurdle and if the Commissioner accepts that the opinion is one that a reasonable person could hold he must find that the exemption is engaged.

52. The Trust is relying on subsection (c) of section 36(2), namely that disclosing the withheld information would, or would be likely to prejudice the effective conduct of public affairs. The qualified person in this case has said that prejudice *would* occur. In the Commissioner's view 'would be likely to' is more realistic but he is prepared to accept 'would occur' as a reasonable opinion, even if he does not agree with it.

53. The Commissioner accepts that the ongoing relationship between Wye Valley Trust as a public authority and its PFI partner Mercia Healthcare Ltd needs to be conducted effectively so that the Trust can continue to offer an effective public service. He therefore accepts that the prejudice the Trust is claiming does relate to section 36(2)(c).

54. The Commissioner has referred to the withheld information at paragraph 35. The complainant submitted his request shortly after the meeting took place and this information was generated. It can therefore be said that the request concerned an issue that was ongoing at the time.

55. As the Trust's chief executive, the Commissioner considers that the qualified person would have a good knowledge of the negotiations between the Trust and Mercia Healthcare Ltd and the circumstances surrounding these negotiations.
56. Having undertaken the above review of the qualified person's opinion at paragraph 48, the Commissioner is satisfied that, in the circumstances, it is a reasonable opinion ie it is not irrational or absurd. Therefore, the exemption at section 36(2)(c) is engaged. The Commissioner has gone on to consider the public interest test.

### **Public interest test**

57. In most cases, even when the qualified person has given their opinion that section 36(2)(c) is engaged, the public authority must still carry out a public interest test. The qualified person's opinion will affect the weight of the argument for withholding the information. If the qualified person has decided that disclosure *would* prejudice, this will carry a greater weight than if they said disclosure would be likely to prejudice.
58. The qualified person's opinion brings weight to the arguments for withholding; the significance of this weight will vary from case to case. When considering a complaint regarding section 36, if the Commissioner finds that the opinion was reasonable, he will consider the weight of that opinion in the public interest test. This means that he accepts that a reasonable opinion has been expressed that prejudice would, or would be likely to occur, but he will go on to consider the severity, extent and frequency of that prejudice in forming his own assessment of whether the public interest test dictates disclosure.
59. In his guidance on section 36, the Commissioner says that it should always be possible for the public authority to review the public interest arguments. The Commissioner gave the Trust the opportunity to do this during the course of his investigation. The Trust continues to rely on its original arguments.

### **Public interest arguments in favour of disclosure**

60. The Trust has provided to the Commissioner one argument in favour of disclosure, namely the general interest in the public being aware of the nature of its relationship with its suppliers, which the Commissioner understands to refer to its PFI partner, Mercia Healthcare Ltd.
61. The complainant says that Mercia Healthcare put lives at risk through its mismanagement of the PFI contract and he argues that this alone

is sufficient reason to disclose the information he has requested. He considers the information to be evidence of that mismanagement and how it was supposed to have been resolved.

62. The complainant also says that the Trust has admitted to misleading the public through its press release in October 2014 ie by suggesting that the contract had been modified (and so 'improved') when it had not been. He considers that this gives a further reason to disclose the document that formed the basis of that 'un-truth'.
63. The complainant maintains that the Trust has made no effort – beyond the press release – to identify who was at fault for failing theatre ventilation and other issues referred to in paragraph 8. He argues that it has not made an effort to disclose what compensation was owed or how these issues were resolved. The complainant argues that the public cannot have confidence in any decision reached until it knows what the decision is.
64. By choosing to resolve the issues through an informal 'ideas document', the complainant argues that the Trust has elected not to terminate the PFI contract entirely, which he says would save the Trust £150m over the remaining life of the contract. He says there is a public interest in exploring what other options were discarded, in addition to determining what agreement was reached.
65. The complainant also says that the issue in question – ie the resolving of both parties' dispute – has aged significantly as the meeting in question took place approximately one year ago and, in any case, the dispute was 'settled' at the time of the request.
66. The complainant reasons that no responsible contractor would demand to conduct business with the public sector on terms of absolute confidentiality. He says that if a contractor wishes to continue to do so then it should expect that taxpayers, who ultimately fund the entire organisation, should be able to see the type of information he has requested.

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

67. The Commissioner notes that the qualified person has said that releasing the information *would* prejudice the effective conduct of public affairs (as opposed to 'would be likely to'), which potentially brings greater weight to the argument for withholding the information.
68. In addition to the qualified person's opinion, the Trust has provided two arguments for maintaining the exemption. These arguments, in their entirety, are that first, Mercia Healthcare would consider

disclosing the information to be a breach of confidence. This would damage the relationship the Trust has with its suppliers ie Mercia Healthcare, which would consequently damage its ability to perform its duties.

69. Second, the Trust says that disclosing the information would also render it potentially liable to civil action (by Mercia Healthcare) because of the potential breach of confidentiality.

### **Balance of the public interest**

70. The Commissioner first notes that the arguments presented by the Trust in support of its application of the section 36 exemption have been limited.
71. The Trust has said that disclosing the information would prejudice the effective conduct of public affairs. This is because it would cause its relationship with Mercia Healthcare to deteriorate as disclosure would be considered by Mercia to be a breach of confidence. The Trust also says it would potentially be liable to civil action. The Commissioner infers from this that any prejudice to the Trust from such an action would arise from having to divert its resources in order to manage the effects of disclosing the information. The Commissioner notes, however, that the Trust has said disclosure would render it '*potentially*' liable to civil action, which appears to the Commissioner to be a less certain outcome.
72. The Commissioner is aware that PFI has been widely criticised as poor value for money and has led to the closure of one hospital (Lewisham Hospital). Furthermore, the lack of transparency over PFI contracts has been highlighted by the Public Accounts Committee as a factor in poor value for money.
73. The Commissioner therefore considers that there is a very strong public interest in disclosing information relating to PFI contracts due to the wide criticism surrounding these contracts. He considers this is particularly so in this case, where there appears to have been health and safety shortcomings and a dispute has occurred.
74. In the Commissioner's view, the Trust has not provided sufficient evidence to demonstrate that the conduct of its public affairs would be, or would be likely to be, severely and extensively prejudiced if the requested information were to be disclosed. In the Commissioner's view, this has lessened the weight of the Trust's public interest arguments for withholding the information.
75. The Commissioner has also considered that the dispute in question appears to have been settled at the point when the request was

made and that almost one year has now elapsed since the information was created.

76. He notes too that a substantial amount of related information has already been disclosed to the complainant through separate FOIA requests. This includes the original project agreement which the Trust has told the Commissioner also had a confidentiality clause attached to it. He refers back to the Information Tribunal's decision at paragraph 39: "*... that the whole of any contract with a public authority may be available to the public, no matter how confidential the content ... unless another exemption applies.*"
77. The Commissioner has found that the exemption under section 41 cannot be applied to the withheld information because it is not information that has been provided in confidence. While he accepts that the exemption under section 36(2)(c) can be applied to the information, the Trust has not provided robust public interest arguments to support its position that it should be withheld. Consequently, the Commissioner's view is that the public interest favours disclosing the information.

## Right of appeal

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78. Either party has the right to appeal against this decision notice to the First-tier Tribunal (Information Rights). Information about the appeals process may be obtained from:

First-tier Tribunal (Information Rights)  
GRC & GRP Tribunals  
PO Box 9300  
LEICESTER  
LE1 8DJ

Tel: 0300 1234504

Fax: 0870 739 5836

Email: [GRC@hmcts.gsi.gov.uk](mailto:GRC@hmcts.gsi.gov.uk)

Website: [www.justice.gov.uk/tribunals/general-regulatory-chamber](http://www.justice.gov.uk/tribunals/general-regulatory-chamber)

79. 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.
80. 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**