

Freedom of Information Act 2000 (Section 50)

Decision Notice

Date: 18 March 2010

Public Authority: Leeds Metropolitan University
Address: Civic Quarter
Leeds
LS1 3HE

Summary

The complainant requested all the information the University held in relation to its sponsorship arrangements with Headingley Carnegie Stadium, the Carnegie Challenge Cup, Leeds Carnegie Ladies Football Team, and Leeds Carnegie Rugby Union Team. The University withheld this information under section 43(2). During the course of the Commissioner's investigation the complainant narrowed the scope of his complaint to the University's financial commitments in each of the sponsorship arrangements, together with the identities of the third parties and the length of each agreement. After investigating the case the Commissioner decided that section 43(2) was not engaged, and therefore the information should be disclosed. In addition to this, the Commissioner also found that the University had not met the requirements of sections 1(1)(b) or 10(1).

The Commissioner's Role

1. The Commissioner's duty is to decide whether a request for information made to a public authority has been dealt with in accordance with the requirements of Part 1 of the Freedom of Information Act 2000 (the "Act"). This Notice sets out his decision.

Background

2. This case focuses on a number of high profile sponsorship agreements the University had entered into with various sporting bodies. These

various agreements received media attention, and some details of the agreements can be found on the University's website.¹

The Request

3. The complainant contacted the University in an email dated 16 May 2008 and made the following request,

"...please provide the information the University holds on its sponsorship arrangements at Headingley Stadium. This should include copies of recorded information covering the costs involved, length of contract, terms of the sponsorship etc."

4. The complainant contacted the University again in three emails on 19 May 2008 and made the following requests,

"...please provide the information the University holds on its sponsorship arrangements for the Carnegie Challenge Cup. This should include, but not exclusively, copies of recorded information covering the costs involved, length of contract, terms of the sponsorship etc."

"...please provide the information the University holds on its sponsorship arrangements for Leeds Ladies football team. This should include copies of recorded information covering the costs involved, length of contract, terms of the sponsorship etc."

"...please provide the information the University holds on its sponsorship arrangements for Leeds Carnegie Rugby Union team. This should include, but not exclusively, copies of recorded information covering the costs involved, length of contract, terms of the sponsorship, etc"

5. The University responded in a letter dated 16 June 2008, and confirmed that it held information in relation to each of these requests. It informed him that all of this information was exempt from disclosure under section 43(2), and provided further arguments to support its use of this exemption. It also provided further submissions as to why it believed that the public interest in maintaining the exemption outweighed the public interest in disclosure.

¹ http://www.lmu.ac.uk/the_news/jan06/headingley_carnegie_stadium.htm;
http://www.lmu.ac.uk/the_news/jan07/wembley.htm;
http://www.lmu.ac.uk/the_news/july08/leeds_carnegie_ladies.html;
http://www.lmu.ac.uk/the_news/may07/tykesannouncement.htm

6. The complainant contacted the University in an email dated 18 June 2008 and requested an internal review.
7. The University carried out an internal review, and responded in an email dated 7 August 2008. It informed the complainant that after carrying out the internal review, it upheld its previous decision to withhold the information under section 43(2). It informed the complainant of his right to complain to the Commissioner.

The Investigation

Scope of the case

8. The complainant contacted the Commissioner on 18 August 2008 to complain about the way his request for information had been handled. The complainant specifically asked the Commissioner to consider University's use of section 43(2).
9. During the course of the investigation the complainant contacted the Commissioner on 2 February 2010 and stated that,

“...I am only interested in the financial commitment made to these organisations...I don't want to know any further minutiae.”
10. Following a telephone conversation on 5 February 2010, the Commissioner emailed the complainant on 8 February 2010 in relation to the scope of his complaint. He noted the complainant's statement that all he was interested in was the University's financial commitments, and stated that he was interpreting this to mean:
 - the identity of the third party (i.e. the relevant partner),
 - the length of the agreement, and
 - the amount of money the University had agreed to pay the third party under the contract (both annually (if this was available) and the global figure).

This information was in relation to the University's sponsorship agreements with, or at, Headingley Carnegie Stadium, The Carnegie Challenge Cup, Leeds Carnegie Ladies Football Team, and Leeds Carnegie Rugby Union Team.

11. The complainant emailed the Commissioner on 8 February 2010 and stated that he was happy with the intended scope of the case.

12. Therefore the scope of the case is the information held by the University in relation to its financial commitments (as defined above) in relation to its sponsorship arrangements with, or at:
- Headingley Carnegie Stadium,
 - The Carnegie Challenge Cup,
 - Leeds Carnegie Ladies Football Team, and
 - Leeds Carnegie Rugby Union Team.

This information has been withheld by the University under section 43(2).

Chronology

13. The Commissioner wrote to the University on 26 June 2009 and requested a copy of the withheld information. He also asked it to provide him with its submissions to support its use of section 43(2).
14. Following an exchange of communications, the University provided a full response in a letter dated 13 August 2009, together with a copy of the withheld information.
15. The Commissioner emailed the complainant on 11 December 2009 and requested clarification of the scope of his requests.
16. There followed an exchange of emails and telephone calls between the complainant, the University and the Commissioner in relation to the scoping of the requests, and in order to try and seek an informal resolution to the case.
17. The University emailed the Commissioner on 2 February 2010 and informed him that an informal resolution would not be possible. The complainant emailed the Commissioner on the same day, and stated that he was only interested in the financial commitments of the University.
18. Following a telephone conversation on 5 February 2010, the Commissioner emailed the complainant on 8 February 2010 in relation to the scope of his request. The complainant emailed the Commissioner on the same day and agreed to the intended scope of the case (see paragraphs 10 and 11 above).
19. The Commissioner emailed the University on 11 February 2010 and informed it of the narrower scope of the request. Bearing this in mind he asked it to provide a revised copy of the withheld information. He

also asked it to provide some additional submissions in relation to its use of section 43(2).

20. The University provided a revised copy of the withheld information together with the additional submissions in an email on 19 February 2010.

Findings of fact

21. The withheld information (within the agreed scope of the case) consists of some of the details of a number of sponsorship agreements between the University and the sporting entities referred to in the requests at paragraphs 3 and 4 above. Specifically, it consists of the details of the University's financial commitments in relation to each of these agreements, together with the identity of the third party and the length of the agreement (see paragraph 10 above). One of these agreements was in draft form at the time of the request. However the University has confirmed to the Commissioner that at the time of the request both it and the third party were acting in accordance with this draft agreement. In addition to this, during the investigation the Commissioner noted that in relation to its relationship with one of the sporting entities the University held a letter of intent, rather than a formal contract. The Commissioner emailed the University on 18 December and asked it to confirm whether the figures given in the letter of intent reflected its financial commitment to this relationship, as it stood at the time of the requests in May 2008. In an email dated 18 January 2010 the University confirmed that this was so.

Analysis

Exemptions

Section 43

22. Section 43(2) states that information is exempt information if its disclosure under the Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it). This is a qualified exemption, and is therefore subject to the public interest test.
23. The full text of section 43 can be found in the Legal Annex at the end of this Notice.

24. In this case the University has argued that the disclosure of the withheld information would be likely to prejudice its own commercial interests, and those of the third parties it has entered into sponsorship arrangements with (the "partners").
25. The Commissioner has first considered whether the withheld information, and the potential prejudicial effects described by the University, would relate to its own commercial interests and those of the partners.
26. The withheld information consists of information about the University's financial commitments in relation to its sponsorship arrangements with, or at, Headingley Carnegie Stadium, The Carnegie Challenge Cup, Leeds Carnegie Ladies Football Team, and Leeds Carnegie Rugby Union Team. Specifically, the information shows, in relation to each of these arrangements,
 - the identity of the third party,
 - the length of the agreement, and
 - the amount of money the University had agreed to pay the third party under the contract (both annually (if this was available) and the global figure).

This information obviously relates to commercial agreements between the University and several third parties. As such, the Commissioner is satisfied that this information relates to the commercial interests of the University, and the partners. Furthermore, after considering the University's arguments the Commissioner is satisfied that the potential prejudicial effects would relate to the University's and the partners' commercial interests. Therefore he is satisfied that the withheld information falls within the scope of the exemption.

27. However, for this exemption to be engaged disclosure would have to prejudice, or be likely to prejudice, the commercial interests of the University and the partners. In both cases the University has argued that prejudice would be likely.
28. In reaching a decision on the question of the likelihood of prejudice the Commissioner has been mindful of the test of 'likely to prejudice' as enunciated by Mr Justice Mundy in the case of *R (on the application of Lord) V Secretary of State for the Home Office* [2003] EWHC 2073, and followed by the Tribunal in the case of *John Connor Press Associates Limited v ICO* [EA/2005/0005], where the Tribunal interpreted the expression 'likely to prejudice' within the context of the section 43 exemption as meaning that, "the chance of prejudice being suffered

should be more than a hypothetical possibility; there must have been a real and significant risk.”²

29. In reaching a decision on the likelihood of prejudice the Commissioner also believes that the public authority should be able show some causal link between the potential disclosure of the withheld information and the prejudice it has argued is likely to occur.

Prejudice to the commercial interests of the University

30. The Commissioner has first considered whether the disclosure of the withheld information would be likely to prejudice the commercial interests of the University.
31. The University has provided two main arguments to support its position that the disclosure of the withheld information would be likely to prejudice its own commercial interests. The Commissioner will consider each of these arguments in turn.

Ability to negotiate competitively with potential new partners

32. The University has argued that its ability to negotiate competitively with potential new partners to purchase advertising, branding and naming rights is crucial to its strategic partnerships. It has pointed out that the global sports sponsorship market is highly competitive, with sponsors competing with each other to secure the most prestigious teams and competitions; clubs and organisers of competitions competing with each other to secure sponsorship from organisations which will benefit from them most; and with each party in any sponsorship agreement wishing to secure the most advantageous terms. Disclosure of the withheld information would be likely to prejudice the University’s ability to participate competitively in this highly competitive commercial activity as:

- other bidders would gain an advantage because they would know the previous valuation of the rights and the structure of the contract, and could seek to outbid the University in future potential sponsorship contracts;
- potential new partners could be influenced by the valuation placed on the rights of other organisations sponsored by the University – potentially driving costs up; and
- the University’s relationship with its sponsors could be damaged by the disclosure of confidential information to the detriment of their commercial interests.

² EA/2005/0005, para 15.

33. In considering these arguments the Commissioner has been mindful of the narrower scope of the withheld information. As noted at paragraph 26, the information in question only shows the financial value and length of each agreement, together with the identity of the third party – rather than the more detailed structure of the contract and details of the valuation placed on specific rights. Whilst the Commissioner is aware that when these arguments were initially made by the University the scope of the case was wider, it has not provided any further – more general – arguments. Therefore, in the absence of any other arguments, the Commissioner has had to consider the detailed submissions made by the University.
34. Bearing in mind the narrow scope of the withheld information the Commissioner believes that it would give only a limited insight into each of the University's sponsorship arrangements referred to in this case. In reaching this view the Commissioner is aware that each of these arrangements is a complex agreement, and he believes that the withheld information (i.e. the cost and length of each of the agreements) does not reveal the full details.
35. The Commissioner believes that each of these sponsorship agreements is unique, with each referring to a specific sports club / organisation / competition, and the specific products (e.g. naming and branding rights) that were on offer at that time. The Commissioner notes that the agreements in question were in place at the time of the request – and were going to be in force for several years. Therefore the University was not going to face competition in relation to the specific products, services and rights 'purchased' by the University in these agreements for several years (i.e. when the agreements reached the end of the contracts). Therefore, in relation to the actual sponsorship relationships which were referred to in the requests, the Commissioner believes that when those relationships were again open to competition, this information would be out of date, and of little use to competitors.
36. In relation to other, future potential sporting sponsorship partnerships, the Commissioner is not persuaded that the disclosure of this information would give such an insight so as to give the University's competitors an unfair advantage and outbid it. As noted above, he believes that each of these sponsorship agreements is unique, and relates to a specific partnership, and is time and circumstance specific. He has not been provided with persuasive arguments that the details of the University's sponsorship agreements with one sporting organisation would directly equate to a future, unspecified, sponsorship opportunity, to such an extent as to give a competitor an unfair advantage, and make it likely that the University would be outbid. In addition to this, he also believes that potential sponsors' priorities will change given the

rapidly changing nature of the financial and economic climate, and that many other factors could influence their bidding behaviour for future sponsorship opportunities (e.g. the relative success or failure of the sports organisation in question). Given these factors, he is not persuaded that the disclosure of the withheld information would make it likely that the University would be outbid by its competitors for future sponsorship agreements, when they became available.

37. In relation to the University's argument that disclosure would inform potential new partners of the amounts of money it was prepared to spend, thereby potentially driving up costs, the Commissioner is again not persuaded. As noted above, he believes that the withheld information relates to specific partnerships, and is time and circumstance specific. He is not persuaded that the information would give much useful insight for future potential partners, in unspecified potential sponsorship arrangements. In reaching this view, the Commissioner has again been mindful of the scope of the withheld information, and has especially noted that it does not reveal the details of the agreements, or the value placed on specific rights by the University.

Effect on the University's brand-building strategy

38. The University has also argued that the sponsorship arrangements which form the focus of the requests in this case form a crucial part of its brand building strategy. It has explained that,

"Brand-building is an important aspect of [the University's] strategic thinking, based on recognition that our brand is fundamental not only to our reputation, market position and public profile, but also to the recruitment of students. The recruitment of students provides the University with its main income stream and its main means of remaining solvent. Our sporting partnership approach is unique in the UK higher education sector."

It has argued that if the withheld information were to be disclosed, competing higher education institutions would be able to see how the University's sponsorship agreements were constructed. This would result in it losing its innovative competitive negotiating edge, by encouraging its competitors, "on the basis of a clear benefit in cost-effectiveness," to abandon their current marketing strategies and to compete with the University for sponsorship deals by emulating their approach in future possible deals.

39. It has also argued that,

“The generalities of the University’s partnerships are of course well known. By contrast, the contractual details should be considered confidential in order to ensure that the University’s commercial advantage is not compromised. Releasing details of the valuation of the rights and the structure of the contracts would enable competitors to emulate more easily the University’s brand-building strategy, diluting the University’s distinctive profile. This would undermine the University’s ability to attract students and to sell its services to other individuals and organizations.”

A loss in the effectiveness of its brand building strategy would be likely, in turn, to reduce the University’s ability to recruit students. This would, in turn, jeopardise a major income stream for the University.

40. When considering this argument the Commissioner has again been mindful of the scope of the withheld information. As noted at paragraph 34 above, the Commissioner believes that it would only give a limited insight into each of the University’s sponsorship arrangements referred to in this case. He does not believe that the withheld information would significantly increase the University’s competitors’ ability to emulate its approach in these agreements. Nor is he convinced that the withheld information would significantly increase any of the University’s competitors’ knowledge of the cost-effectiveness of this marketing strategy.
41. Nor is the Commissioner convinced that the disclosure of the withheld information would increase the likelihood of one of its competitors emulating its brand-building strategy. The Commissioner is also mindful that the sponsorship deals are, by their very nature, not secret, and have attracted a high level of publicity (see paragraph 2 above). Some of the effects of the sponsorship agreements, for example the renaming of teams, or the use of certain logos on sports kit, are also already in the public domain. The University has, itself, acknowledged that the ‘generalities’ of the partnerships are well known. Therefore, he is not convinced that the disclosure of the withheld information would make it more likely that other higher education providers would be inspired to consider entering into a sponsorship agreement with a sporting body.
42. As noted previously, the Commissioner also believes that this information is time and circumstance specific. The withheld information relates to deals that were made with specific organisations. He believes that any data that could be extrapolated from the withheld information

would relate to the specific sporting body that the agreement was drawn up with; the specific benefits that that deal would bring; and the specific economic circumstances of that time. He is not persuaded that the information would provide useful data that would influence another organisation's behaviour in relation to any sponsorship agreements which may be possible in the future.

43. Therefore after considering the University's arguments the Commissioner is not persuaded that the disclosure of the withheld information would be likely to prejudice the commercial interests of the University.

Prejudice to the commercial interests of the University's partners

44. The Commissioner has gone on to consider whether the disclosure of the withheld information would be likely to prejudice the commercial interests of the partners who had entered into sponsorship agreements with the University.
45. The Commissioner is also mindful of the Tribunal decision in the case of *Derry City Council v the ICO* [EA/2006/0014]. In this case the Council argued that the commercial interests of a third party, Ryanair, would be likely to be prejudiced if the requested information were disclosed. The Council did not ask Ryanair for its views as to whether it believed its commercial interests would be likely to be prejudiced nor did Ryanair present any evidence to the Tribunal. The arguments put forward by the Council to the Commissioner as well as to the Tribunal were based upon the Council's thoughts on the point and not on representations made by Ryanair. In the absence of any evidence from Ryanair the Tribunal stated that it was unable to conclude that Ryanair's commercial interests would be likely to be prejudiced.³
46. The Commissioner acknowledges that the approach taken by the Tribunal may not be appropriate in every case and therefore public authorities may sometimes have to formulate its arguments based on its prior knowledge of a third party's concerns rather than directly contacting a third party. However the Commissioner still expects a public authority to provide evidence that these arguments genuinely reflect the concerns of the third party involved rather than merely speculate about the prejudice that may be caused to the third party.
47. After considering the information provided to him during the course of his investigation, the Commissioner is satisfied that the University has

³ EA/2006/0014, para 24.

consulted with all of the partners, and that the arguments it has submitted in relation to the likelihood of prejudice reflect the concerns of those third parties.

48. The University has argued that disclosure of the withheld information would be likely to prejudice the commercial interests of its partners, as the various sponsorship agreements represent not just a straight cash deal, but also involve the complex sharing of resources and shared brand identity. It has pointed out that the key issue is the valuation and extent of the rights, which are covered by these agreements.
49. It has stated that disclosure would undermine the ability of some of the partners to negotiate competitively with potential sponsors in the future, and that,

“Negotiations with each sponsor are entered into separately and if full details of the value which has been previously placed on rights are publicly available, the partner’s position would be considerably weakened.”

50. Furthermore, it has also argued that some disclosure would be likely to prejudice some of the sponsors’ commercial interests in relation to their competitors, as,

“Sports clubs may compete for the same sponsors; if the details of current or previous sponsorship agreements were in the public domain, it would potentially undermine the ability of the partners to (re)negotiate competitively.”

51. In reaching a view on these arguments the Commissioner has again borne in mind the scope of the withheld information in this case. Whilst it does contain the identity of the partner, the length of the agreement, and the amount of money the University had agreed to pay under the contract, he notes that it does not contain details of what each agreement entails. Therefore, whilst he accepts that it does contain information about what financial commitment the University had made, he does not believe that it contains much detail of the “complex sharing of resources” or the valuation and extent of the rights referred to by the University.

52. As noted above, the Commissioner believes that these sponsorship agreements are time and situation specific, and relate to the particular circumstances at the time that each of these agreements was drawn up. Presumably the agreements are also the result of a series of negotiations between the University and the partners in question, and the Commissioner believes that therefore this information would reflect

those negotiations, and be very specific to the circumstances which had led to that agreement being finalised. The Commissioner has not been provided with any persuasive evidence as to how the disclosure of this information would be likely to prejudice the partners' negotiating positions in future, unspecified negotiations.

53. After considering these arguments the Commissioner is not persuaded that the disclosure of the withheld information would be likely to prejudice the commercial interests of the partners.

Conclusion

54. Therefore the Commissioner is of the view that section 43(2) of the Act is not engaged and does not provide an exemption from disclosure. As he does not believe that the exemption is engaged, the Commissioner has not gone on to consider the public interest test

Procedural Requirements

55. Section 1(1) of the Act states that:

“Any person making a request for information to a public authority is entitled –

- (a) to be informed in writing by the public authority whether it holds information of the description specified in the request, and
- (b) if that is the case, to have that information communicated to him.”

56. Section 10(1) of the Act states that

“Subject to subsections (2) and (3), a public authority must comply with section 1(1) promptly and in any event not later than the twentieth working day following the date of receipt.”

57. As the Commissioner has decided that the withheld information is not exempt from disclosure under section 43(2) he believes that this information should have been provided to the complainant in line with the duty at section 1(1)(b). The University's failure to do so therefore constitutes a breach of section 1(1)(b). Furthermore, by failing to provide this information within 20 working days of the request the University also breached section 10(1).

58. The full texts of sections 1 and 10 can be found in the Legal Annex at the end of this Notice.

The Decision

59. The Commissioner's decision is that the University did not deal with the request for information in accordance with the Act in that:
- It did not deal with the request for information in accordance with section 1(1)(b) of the Act as it inappropriately relied upon section 43(2) to withhold the requested information. In failing to comply with the requirements of section 1(1)(b) within 20 working days it also breached section 10(1).

Steps Required

60. The Commissioner requires the University to take the following steps to ensure compliance with the Act:

The withheld information, i.e. the details of the University's financial commitments (as described at paragraph 10 above), should be disclosed to the complainant.

61. The University must take the steps required by this Notice within 35 calendar days of the date of this Notice.

Failure to comply

62. Failure to comply with the steps described above may result in the Commissioner making written certification of this fact to the High Court (or the Court of Session in Scotland) pursuant to section 54 of the Act and may be dealt with as a contempt of court.

Right of Appeal

63. 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,
Arnhem House,
31, Waterloo Way,
LEICESTER,
LE1 8DJ

Tel: 0845 600 0877

Fax: 0116 249 4253

Email: informationtribunal@tribunals.gsi.gov.uk.

Website: www.informationtribunal.gov.uk

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.

Any Notice of Appeal should be served on the Tribunal within 28 calendar days of the date on which this Decision Notice is served.

Dated the 18th day of March 2010

Signed

Steve Wood
Assistant Commissioner

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Legal Annex

Section 1

- (1)** Any person making a request for information to a public authority is entitled –
- (a) to be informed in writing by the public authority whether it holds information of the description specified in the request, and
 - (b) if that is the case, to have that information communicated to him.
- (2)** Subsection (1) has the effect subject to the following provisions of this section and to the provisions of sections 2, 9, 12 and 14.
- (3)** Where a public authority –
- (a) reasonably requires further information in order to identify and locate the information requested, and
 - (b) has informed the applicant of that requirement,
- the authority is not obliged to comply with subsection (1) unless it is supplied with that further information.
- (4)** The information –
- (a) in respect of which the applicant is to be informed under subsection (1)(a), or
 - (b) which is to be communicated under subsection (1)(b),
- is the information in question held at the time when the request is received, except that account may be taken of any amendment or deletion made between that time and the time when the information is to be communicated under subsection (1)(b), being an amendment or deletion that would have been made regardless of the receipt of the request.
- (5)** A public authority is to be taken to have complied with subsection (1)(a) in relation to any information if it has communicated the information to the applicant in accordance with subsection (1)(b).
- (6)** In this Act, the duty of a public authority to comply with subsection (1)(a) is referred to as “the duty to confirm or deny”.

Section 10

- (1)** Subject to subsections (2) and (3), a public authority must comply with section 1(1) promptly and in any event not later than the twentieth working day following the date of receipt.
- (2)** Where the authority has given a fees notice to the applicant and the fee paid is in accordance with section 9(2), the working days in the period beginning with the day on which the fees notice is given to the applicant and ending with the day on which the fee is received by the authority are to be disregarded in calculating for the purposes of subsection (1) the twentieth working day following the date of receipt.
- (3)** If, and to the extent that –

 - (a) section 1(1)(a) would not apply if the condition in section 2(1)(b) were satisfied, or
 - (b) section 1(1)(b) would not apply if the condition in section 2(2)(b) were satisfied,

the public authority need not comply with section 1(1)(a) or (b) until such time as is reasonable in the circumstances; but this subsection does not affect the time by which any notice under section 17(1) must be given.
- (4)** The Secretary of State may by regulations provide that subsections (1) and (2) are to have effect as if any reference to the twentieth working day following the date of receipt were a reference to such other day, not later than the sixtieth working day following the date of receipt, as may be specified in, or determined in accordance with the regulations.
- (5)** Regulations under subsection (4) may –

 - (a) prescribe different days in relation to different cases, and
 - (b) confer a discretion on the Commissioner.
- (6)** In this section –

“the date of receipt” means –

 - (a) the day on which the public authority receives the request for information, or

- (b) if later, the day on which it receives the information referred to in section 1(3);

“working day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.

Section 43

- (1) Information is exempt information if it constitutes a trade secret.
- (2) 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).
- (3) The duty to confirm or deny does not arise if, or to the extent that, compliance with section 1(1)(a) would, or would be likely to, prejudice the interests mentioned in subsection (2).