

Freedom of Information Act 2000 (FOIA)

Decision notice

Date: 01 October 2012

Public Authority: Ministry of Justice

Address: 102 Petty France
London
SW1H 9AJ

Decision (including any steps ordered)

1. The complainant requested complete copies of two contracts between the public authority and three companies in relation to the supply of bail accommodation and reducing re-offending rates of recently released prisoners.
2. The Commissioner's decision is that:
 - The public authority was entitled to rely on section 14(2) FOIA in relation to the first part of the request for a copy of the contract between the public authority and Home Group Limited.
 - In relation to the second part of the request, the public authority was not entitled to withhold all of the information redacted from the contract between the public authority, Social Impact Partnership LP and Social Finance Limited on the basis of sections 40(2) and 43(2) FOIA.
3. The Commissioner requires the public authority to take the following steps to ensure compliance with the legislation.
 - Disclose all of the information described at paragraph 44 of this notice.
 - Disclose the names of the officials redacted from pages 19, 20, 46 and 47 of the contract between the public authority, Social Impact Partnership LP and Social Finance Limited.
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

5. On 27 October 2011, the complainant wrote to the public authority and requested information in the following terms:

'Please could you send me the whole contract via e mail bits of it appear to be missing and it's difficult to collate all the different bits I have been sent.

Also accept this as a request to see the complete contract pertaining to the so-called Social Impact Bond between Social Finance and the Ministry of Justice for the Peterborough prison ONE project with G4s and St Giles Trust '.

6. The first part of the request was in relation to a previous request for a copy of a contract between the public authority and Home Group Limited (hereinafter referred to as the Stonham contract).
7. The public authority responded on 18 November 2011. In terms of the first part of the request, it explained that the missing information was, as had been previously explained, redacted from the Stonham contract on the basis of the exemptions at sections 40(2) and 43(2) FOIA. It therefore considered this part of the request a repeated request under FOIA and consequently refused to comply with it on the basis of section 14(2) FOIA.
8. In response to the second part of the request, the public authority provided a redacted copy of the Social Impact Bond contract. It explained that the redacted information was withheld on the basis of sections 40(2) and 43(2) FOIA.
9. The complainant requested an internal review on 28 November 2011. She indicated that she was happy with the redactions made to the Stonham contract but wanted to be provided with an electronic version of the contract. In her own words:

*'.....please be advised I am not asking for a **not** redacted copy of the Stonham and the Ministry of Justice contract. I am asking for a full version of all the documents which were sent to me piecemeal under FOIA your reference number FOI request 68984. I am requesting a full copy sent by e mail of what I already have on paper so its manageable.....I am not asking you for personal information, I agree to the exception you have called.'*

10. The complainant disagreed with the decision to redact information from the Social Impact Bond contract on the basis of section 43(2) FOIA for reasons highlighted below in the 'scope' section.
11. Following an internal review the public authority wrote to the complainant on 14 February 2012¹. The review appeared to suggest that the complainant was then provided with an unredacted electronic copy of the Stonham contract. In the public authority's own words:

'A redacted version of the contract you refer to in the first part of your request was previously sent to you on 20th December 2010 as part of the response to FOI 67036. You requested an internal review of FOI 67036 on 30 January 2011. The Review's conclusions were sent to you on 28 February 2011 under ref. IR 68984. The Review concluded that refusal to disclose the full Stoneham contract under S.43(2) was correct at the time of the original response to FOI 67036, but that due to lapse of time it was possible to disclose the remaining information, outside the scope of the original request. You were supplied with a copy of the previously confidential financial schedules of the contract as part of the Review on 28th February 2011. I can confirm that the full contract was sent to you by post and a duplicate is attached with this letter, which is being sent electronically. Please note that this aspect of your request has been dealt with outside the scope of the Act, to be helpful.'

12. The public authority upheld the decision to redact information from the Social Impact Bond contract (i.e. second part of the request) on the basis of sections 40(2) and 43(2) FOIA.

Scope of the case

13. On 16 February 2012 the complainant contacted the Commissioner to complain about the way her request for information had been handled. However, it was not accepted for investigation until 26 March 2012 after the complainant had provided all the documents required to process the complaint.
14. In terms of the first part of the request, the complainant argued that the decision to redact information was not sensible. She submitted:

¹ The Commissioner has commented on this delay in the Other Matters section.

15. *'.....The contract exists. It is about to be put up for tender again, the Government cannot claim commercial confidentiality when it wants to pursue a free market agenda and there is a public interest argument for releasing the exorbitant amounts these companies such as Stonham....are paid to house offenders in the community.....'*
16. The complainant informed the Commissioner that she was actually provided with a redacted (not unredacted) copy of the Stonham contract. She stated: *'I am sending you with this letter via e mail redacted copies sent to me Feb 16 2012 which the Ministry of Justice claims are NOT redacted. By their own version and letter also attached, it is a fully redacted copy and I would like to see the full copy.....The exemptions cited do not apply.'*
17. The Commissioner therefore understands from the above that the complainant is challenging the decision to redact information from the Stonham contract contrary to the position previously adopted in her letter of 28 November 2011 to the public authority. As mentioned, she indicated in that letter that she was content with the redactions made on the basis of sections 40(2) and 43(2).
18. The public authority submitted that it was clear from the request and subsequent clarification by the complainant that she was asking for the information previously supplied to her. It was therefore entitled to rely on section 14(2) to refuse to comply with this part of the request. The only other alternative explanation is that she was asking for the previously supplied information to be provided in electronic format.
19. Regarding the decision to redact information from the Social Impact Bond contract, the Commissioner understands from the complainant's submissions that she considers disclosure, especially of the amount of money involved, would enhance public debate on the benefit of the contractual arrangements to the people of Peterborough.
20. The complainant further argued that it was imperative to disclose all of the redacted information (i.e. from both contracts) so that others considering putting forward tenders for various initiatives being rolled out could make informed decisions about workable models.
21. The complainant also submitted that the redaction of information from the contracts was a derogation from the commitment to transparency and open government. She argued that the Social Impact Bond had been *'clearly mismanaged'* and disclosing the redacted information from both contracts was necessary to *'avoid similar pitfalls.'*
22. The scope of the investigation therefore was to determine:

- whether the public authority was entitled to rely on section 14(2) to refuse to comply with the first part of the request for a copy of the Stonham contract, and
- whether the public authority was entitled to rely on the exemptions at sections 40(2) and 43(2) FOIA to withhold information from the Social Impact Bond contract.

Reasons for decision

Section 14(2)

23. As mentioned, the public authority submitted that it was not obliged to comply with the first part of the request because it was a repeated request within the meaning of section 14(2).
24. Section 14(2) states:
- 'Where a public authority has previously complied with a request for information which was made by any person, it is not obliged to comply with a subsequent identical or substantially similar request from that person unless a reasonable interval has elapsed between compliance with the previous request and the making of the current request.'*
25. The public authority confirmed that contrary to the suggestion in its letter of 14 February 2012, it had not disclosed an unredacted copy of the Stonham contract to the complainant. It also explained that a redacted electronic copy of the Stonham contract was provided in compliance with its obligations under section 11 FOIA² and not outside the scope of FOIA as it had informed the complainant.
26. As confirmed by the public authority, a redacted copy of the Stonham contract was provided to the complainant on 20 December 2010 following a request under FOIA. The Commissioner understands this request was made on 1 November 2010. Following an internal review, a revised redacted copy of the Stonham contract was provided to the complainant on 28 February 2011.
27. As can be seen from her correspondence to the public authority, the complainant was clearly requesting a copy of the same contract but wanted it provided in electronic form. The public authority interpreted
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² Means or preference by which a complainant would like to be provided information.

this as a request for a copy of the Stonham contract it had previously supplied to the complainant in redacted form. It consequently informed the complainant that it could not comply with a request for the same information by virtue of section 14(2).

28. The complainant then wrote back and explained that she wanted the previously supplied Stonham contract provided to her in electronic form. She also stated that she was content with the exemptions cited. In her words: '*please be advised I am not asking for a **not** redacted copy of the Stonham and the Ministry of Justice contract.*' However, as mentioned, she then argued in her submissions to the Commissioner that the exemptions should not have been engaged.
29. In view of the above, the Commissioner accepts that the first part of the request of 27 October 2011 was for the same information previously provided in response to her request of 1 November 2010. The complainant clearly did not challenge the application of exemptions to the information redacted from the Stonham contract (in November 2010) when she made her request in October 2011.
30. The complainant has not disputed that the first part of her request of 27 October 2011 was for a copy of the Stonham contract which had been provided (in redacted form) in response to a previous request in November 2010. As mentioned, this is in any event is evident from the wording of the request itself. The Commissioner therefore finds that the first part of the request of 27 October 2011 is identical or substantially similar to the request of 1 November 2010.
31. FOIA does not specify or provide an indication of the period of time that would constitute '*a reasonable interval*' within the meaning of section 14(2). The Commissioner has therefore applied an objective test to determine what constitutes a reasonable interval in the circumstances of this case. As mentioned by the public authority in its letter of 14 February 2012, the internal review for the request of November 2010 was completed on 28 February 2011. In the circumstances of this case, the Commissioner accepts that 11 months after the original request is not a reasonable interval for the complainant to have made a new request for a copy of the information contained in the Stonham contract which was previously supplied to her. (Furthermore, the Commissioner notes that the interval between the internal review of the original request and the second request was just 8 months.) She could have complained to the Commissioner if she remained dissatisfied with the public authority's decision to withhold information from the Stonham contract. Her subsequent submission to the Commissioner that the exemptions should not have been engaged was made in the context of the request of 27 October 2011 even though she had clearly stated in that request that she was only interested in an electronic copy of the

information contained in the contract that had been previously provided following her request in November 2010.

Part 2 of the request – Social Impact Bond Contract (SIB contract)

32. The Commissioner understands that this SIB contract between the public authority, Social Impact Partnership LP and Social Finance Limited relates to the provision of interventions with a view to achieving specified outcomes in relation to the Social Impact Partnership initiative at Peterborough prison. The initiative is to work with male prisoners detained at and subsequently discharged from Peterborough prison to try to reduce the re-offending rates of such prisoners within the 12 month period following their release from Peterborough prison.
33. As mentioned, the public authority considers the information redacted from the SIB contract exempt from disclosure on the basis of sections 40(2) and 43(2). The Commissioner first considered whether the public authority was entitled to rely on the exemption at section 43(2).

Section 43(2)

34. The public authority disclosed most of the information in the SIB contract. A small amount of information was redacted from the contract on the basis of section 43(2).
35. Information is exempt from disclosure on the basis of section 43(2) if it would, or would be likely to, prejudice the commercial interests of any person including the public authority holding it.
36. In order for a prejudice base exemption such as section 43(2) to be engaged the Commissioner believes that three criteria must be met:
 - Firstly, the actual harm which the public authority alleges would, or would be likely, to occur if the withheld information was disclosed has to relate to the applicable interests within the relevant exemption;
 - Secondly, the public authority must be able to demonstrate that some causal relationship exists between the potential disclosure of the information being withheld and the prejudice which the exemption is designed to protect. Furthermore, the resultant prejudice which is alleged must be real, actual or of substance; and
 - Thirdly, it is necessary to establish whether the level of likelihood of prejudice being relied upon by the public authority is met – i.e. disclosure '*would be likely*' to result in prejudice or disclosure '*would*' result in prejudice. In relation to the lower threshold the Commissioner believes that the chance of prejudice occurring must be more than a hypothetical possibility; rather there must be a real and significant risk.

With regard to the higher threshold, in the Commissioner's view this places a stronger evidential burden on the public authority to discharge.

37. The public authority explained that the withheld information relates mainly to pricing/rates offered and accepted. It submitted that disclosure would be likely to prejudice its, and the two parties to the contract (suppliers), commercial activities and interests. It argued that the information would be useful to competitors and disclosure could therefore weaken the position of the suppliers when bidding for similar contracts in future.
38. The public authority also wrote to the SIB suppliers on 22 November 2011 to seek their views on the application of section 43(2) to the redacted information. The suppliers were content with the redactions and expressed the view that the redacted information was commercially sensitive.
39. It further argued that disclosure would make it less likely that companies or individuals would provide it with commercially sensitive information in future. This would undermine the ability its ability to obtain the best value from suppliers during future contractual negotiations over similar social funding arrangements. This would in turn undermine its ability to fulfil its role in obtaining and providing services to the prison sector. Therefore, disclosure would also be likely to prejudice the public authority's commercial interests because it would weaken its bargaining position for similar services in future.
40. The Commissioner accepts that the alleged prejudicial effect (i.e. harm to the commercial interests of the SIB suppliers and public authority) of disclosing the disputed information relates to the applicable interests within the exemption at section 43(2).
41. The Commissioner further accepts that there is a casual link between prejudice to the commercial interests of the SIB suppliers and the public authority and the disclosure of the withheld information.
42. With regard the third criterion, the Commissioner considers '*would be likely to prejudice*' means that the possibility of prejudice should be real and significant, and certainly more than hypothetical or remote. The Commissioner therefore considered whether there was a real and significant possibility that disclosing the information redacted from the SIB contract would prejudice both its, and the suppliers', commercial interests for the reasons explained above. The public authority confirmed that information was redacted from the following parts of the contract on the basis of section 43(2):

- Page 1, paragraph E
 - Page 3 – Definition of 'BLF Outcome Payments' only
 - Page 9 – Definition of 'Outcome Payment'
 - Page 12 – paragraph 2.2.3 only
 - Pages 22 and 23 – paragraphs 11.1, 11.2, 11.3, 11.4, 11.6.1 only
 - Page 35 – paragraph 31.5
 - Page 36 – paragraph 33.1
 - Page 37 – all of the information save paragraph 33.33
 - Page 40 – paragraphs 38.1 and 38.2 only
 - All of the information on pages 41, 61, 62, 63 and 64.
43. The Commissioner has considered the redacted information and he is persuaded that disclosing some of the redacted information would weaken the bargaining position of the suppliers and the public authority for similar services in the future. He accepts that the relevant information relates to pricing and rates which if revealed would give the suppliers' competitors an unfair advantage when bidding for similar services. He finds that there was a real and significant possibility that disclosing this information would prejudice the commercial interests of the public authority and the suppliers. Consequently, he finds that public authority was entitled to withhold this information on the basis of section 43(2) FOIA.
44. The Commissioner is however not persuaded that disclosing the remaining redacted information would weaken the bargaining position of the public authority and/or the suppliers or give an unfair advantage to the suppliers' competitors. He is not persuaded that it would reveal sensitive pricing related information which could be used by competitors to the suppliers' disadvantage. He does not consider that there was a real and significant possibility that disclosing this information would prejudice the commercial interests of the public authority and the suppliers. The Commissioner is referring specifically to the information in the following parts of the contract:
- Page 1, paragraph E
 - Page 9 – Definition of 'Outcome Payment'
 - Pages 22 and 23 – paragraphs 11.1, 11.2, 11.3, 11.4, 11.6.1 only

- Page 36 – paragraph 33.1
 - Page 37 – all of the information save paragraph 33.2.1
 - Page 61 – Title only
 - Page 62 – Title only
45. The Commissioner consequently finds that the public authority was not entitled to withhold this information on the basis of section 43(2) FOIA.

Public Interest Test

46. Section 43(2) is subject to a public interest test. The Commissioner must therefore also consider whether in all the circumstances of the case, the public interest in maintaining the exemption at section 43(2) outweighed the public interest in disclosing the information he found was correctly exempt. The Commissioner did not carry out a public interest in relation to the information he found did not engage the exemption at section 43(2).
47. To be clear, the Commissioner found the information in the following parts of the SIB contract exempt on the basis of section 43(2):
- Page 3 – Definition of 'BLF Outcome Payments' only
 - Page 12 – paragraph 2.2.3 only
 - Page 35 – paragraph 31.5
 - Page 37 – 33.2.1
 - Page 40 – paragraphs 38.1 and 38.2 only
 - Page 61 – all of the information save the title
 - Page 62 – all of the information save the title
 - All of the information on pages 41, 63 and 64.
48. In favour of disclosing the exempt information, the public authority acknowledged that it would specifically promote transparency and accountability for the expenditure of public funds for the services provided to Peterborough prisoners under the SIB contract.
49. It also recognised the general public interest in transparency and open government and acknowledged that disclosure in this case would enhance that public interest.

50. It submitted that disclosure would ensure proper scrutiny of government actions and ensure that business can respond better to government opportunities.
51. In favour of maintaining the exemption, the public authority strongly argued that prejudicing the commercial interests of the suppliers by disclosing commercially sensitive information relating to pricing/rates offered and accepted would not be in the public interest. It could make negotiations with suppliers in future more difficult and the public authority may not be able to obtain value for money for similar public/private partnership schemes for the provision of public services. It is in the public interest to ensure that the public authority is able to obtain value for money for taxpayers in contractual agreements.
52. The public authority also argued that weakening its bargaining position by revealing pricing related information would result in less effective use of public money which would not be in the public interest.

Balance of the Public Interest

53. The Commissioner agrees with all of the public interest factors recognised by the public authority in favour of disclosing the redacted information. He agrees with the complainant that disclosure would enhance the quality of public debate regarding the benefits of Social Impact Bond in relation to Peterborough prison to the people of Peterborough.
54. He also accepts that disclosing the redacted information would further assist other suppliers considering putting forward tenders for similar initiatives to make informed decisions about the most workable models. However, he also notes that a lot of information in the contract which would be useful to suppliers considering similar initiatives has already been disclosed.
55. The inclusion of exemptions in FOIA is a recognition that open government and transparency has to be balanced against other competing factors. In this case, the public authority had to balance the commitment to be fully transparent against the need to protect commercially sensitive information. He has already noted that a lot of information from the contract was provided to the complainant. The Commissioner considers there was a significant public interest in not revealing information relating to pricing/rates offered and accepted by the suppliers. He agrees with the public authority that undermining the competitiveness of the suppliers is likely to make future negotiations more difficult and affect its ability to obtain best value for public money. The Commissioner accepts that evidence of mis-management specifically in relation to the services provided under the SIB contract for

Peterborough prison would be a significant factor in determining where the balance of the public interest lies. However, he does not believe that the complainant has provided any sufficiently strong evidence to support her claim that the contract was mis-managed.

56. The Commissioner also accepts that weakening the public authority's bargaining position in similar contracts in the future would clearly not be in the public interest.
57. On balance, the Commissioner finds that, in all the circumstances of the case, the public interest in maintaining the exemption at section 43(2) outweighed the public interest in disclosing the redacted information he found was correctly exempt.

Section 40(2)

58. As mentioned, the public authority also redacted a small amount of information from the SIB contract on the basis of section 40(2) FOIA.
59. Information is exempt from disclosure on the basis of section 40(2) FOIA if it constitutes third party personal data (i.e. the personal data of anyone other than the individual making the request) and either the first or second condition in section 40(3) is satisfied.
60. Personal data is defined in section 1(1) of the Data Protection Act 1998 (DPA) as:

'.....data which relate to a living individual who can be identified from those data or from those data and other information which is in the possession of, or likely to come into the possession of, the data controller; and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any person in respect of the individual.'
61. The redacted information is the names of individuals acting on behalf of the public authority and on behalf of the suppliers. The public authority clarified that the names and signatures that were not redacted (i.e. disclosed) were in the public domain at the time of the request.
62. The redacted names can be found on pages 19, 20, 46 and 47 of the SIB contract.
63. The Commissioner finds that the redacted names constitute personal data within the meaning of section 1 of the DPA as they clearly relate to identifiable individuals.

Would the disclosure of the redacted names contravene any of the Data Protection Principles?

64. As mentioned, for section 40(2) to apply, either the first or second condition in section 40(3) must be satisfied. The first condition in section 40(3) states that the disclosure of personal data would contravene any of the data protection principles or section 10 of the DPA.
65. The first data protection principle states:
- 'Personal data shall be processed fairly and lawfully and, in particular shall not be processed unless-*
- (a) at least one of the conditions in schedule 2 [of the DPA] is met...'*
66. The public authority did not provide any specific reasons to justify why it considered disclosure would contravene the first data protection principle other than to state: *'....in order to lawfully disclose personal data under the Freedom of Information Act, such as that contained in the investigation and other third party information, the release of the information must, amongst other things, meet one of the conditions in schedule 2 of the DPA.....we are unable to satisfy any of the schedule 2 conditions and therefore remain content that the application of Section 40 (2) in this instance was appropriate. I am happy to elucidate further on why schedule 2 conditions cannot be met in these instances should you require me to do so.'*
67. It is clear from the first data protection principle that a public authority is required to first consider whether disclosure would be fair before the conditions in schedule 2.
68. The Commissioner is an independent regulator and is not under a duty to act on behalf of either a complainant or a public authority. As regulator for both FOIA and the DPA, the Commissioner considers that he has a duty to take positive steps to prevent the disclosure of personal information under FOIA which would breach the DPA. However, by the same token, he may also order disclosure of personal information under FOIA which he finds would not be in breach of the DPA.
69. The Commissioner first considered whether disclosing the redacted names would have been fair to the individuals concerned. In considering the fairness element of the first principle of the DPA, the Commissioner considers factors such as the reasonable expectations of the data subjects, the nature of the information and the impact of disclosure.

Individuals acting on behalf of the public authority (officials)

70. The Commissioner considers that individuals in senior roles carrying out public functions should have a reasonable expectation that information relating to their professional life will be disclosed. He believes that the officials would have had a reasonable expectation that their names would be disclosed in the context of the SIB contract given their level of seniority and responsibility in relation to the contract. He finds that disclosure would not have been unfair in the circumstances.
71. The Commissioner next considered whether any of conditions in schedule 2 of the DPA would be met. He considers the sixth condition (specifically 6(1)) in schedule 2 relevant in the circumstances of this case. Condition 6(1) in schedule 2 states:
- 'The processing is necessary for the purposes of legitimate interests pursued by the data controller or the third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject.'*
72. The Commissioner considers that disclosure would enhance the accountability and transparency of the public authority in relation to the SIB contract; these constitute legitimate interests. He does not believe it would constitute an unwarranted intrusion on the privacy or other legitimate interests of the individuals concerned. As mentioned, the Commissioner considers that senior officials carrying out public functions would reasonably expect that information about them in relation to their role could be made public. He believes that the disclosure is also necessary for accountability in relation to the SIB contract and for the more general public interest in transparency.
73. The Commissioner does not consider that disclosure would be unlawful in the circumstances of this case. He therefore finds that disclosing the names of the officials would not have contravened the first data protection principle. The Commissioner does not consider the remaining data protection principles relevant in the circumstances of this case.
74. The Commissioner consequently finds that the public authority was not entitled to withhold the names of officials on the basis of section 40(2) FOIA.

Individuals acting on behalf of the suppliers

75. The Commissioner next considered whether the names of the individuals acting on behalf of the suppliers would contravene the first data protection principle. He believes that as private individuals acting

on behalf of their suppliers, they would have had a reasonable expectation that the names of their organisations would be made publicly available in the context of the SIB contract but not their names. The Commissioner finds that disclosure in that context would constitute an unwarranted intrusion into their privacy and would consequently be unfair. He therefore finds that the disclosing the names of the individuals acting on behalf of the suppliers would have contravened the first data protection principle.

76. The Commissioner consequently finds that the public authority was entitled to withhold the names of the individuals acting on behalf of the suppliers on the basis of section 40(2).

Other matters

77. Although there is no statutory time limit for completing internal reviews, the Commissioner's position is that they should take no longer than 20 working days, and in exceptional circumstances which have been clearly explained to the complainant, the total time taken should not exceed 40 working days. The Commissioner is concerned that the internal review took far longer than 40 working days and he would like to make it clear that this does not represent good practice.

Right of appeal

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: 0116 249 4253

Email: informationtribunal@hmcts.gsi.gov.uk

Website: www.justice.gov.uk/guidance/courts-and-tribunals/tribunals/information-rights/index.htm

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

Alexander Ganotis
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