



Whilst the agreement between Birmingham City Council and Service Provider sets out key information which the parties consider being explicitly confidential (schedule 31) confidential information can exist outside the scope of this schedule, if it meets the above criteria.

Under condition 12 of the Environmental Information Regulations 2004, information is deemed exempt from disclosure where the disclosure of that information would *“disclosure would adversely affect:*

*(e) the confidentiality of commercial or industr*

Withheld information

Main agreement

Page

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clause 7.12.4

information withheld relates to the arrangements regarding liability  
for latent 00 496.320 696.240 Tm ( ) Tj ET Qt

Birmingham City Council considers

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Revenue sharing.

The information withheld relates to the formulas setting out the basis upon which the levels upon which the revenue sharing provisions of this agreement between the Service Provider and Birmingham City Council operate, as well as the levels of revenue sharing.

Birmingham City Council considers that Regulation 12(5)(e) is applicable (confidential information)

Whilst Birmingham City Council considers that there is a strong prevailing public interest in disclosing information relating to public contracts, it considers that the public interests in disclosure is outweighed by the public interests in respect of clause 47, and only in relation to the key figures.

Under item 3 of part 1 of Schedule 31, clauses 46, 47 and 48 were deemed commercially sensitive. Birmingham City Council considers

that the information is commercially sensitive. Birmingham City Council considers that the information is commercially sensitive. Birmingham City Council considers that the information is commercially sensitive.

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Birmingham City Council considers that Regulation 12(5)(e) is applicable (confidential information).

However, Birmingham City Council considers that the only information in the section which can be withheld is the limits on usage of temporary staff, on the basis that this is the only information in the section which if disclosed, could cause commercial harm, which if disclosed, could prejudice the negotiating position of the Service Provider in respect of subsequent contracts.

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on the service provider and in particular, the potential impact on its ability to successfully tender for similar contracts using this methodology and information would outweigh the public interest in disclosure.

P380  
Clause 69.1.2

Compensation provisions

Under item 4 of part 1 of schedule 31 of the agreement, the information in clause 69.1.2 is deemed to be commercial

*personal data of which the applicant is not the data subject and as respects which either the first or second condition below is satisfied, a public authority shall not disclose the personal data.*

*(2) The first condition is—*

*(a) in a case where the information falls within any of paragraphs*

*(a) to (c) of section 1(1) of the Data*

*Protection Act 1998, the disclosure of the information to a*

*member of the public other than under these Regulations*

*would contravene—*

*(i) any of the data protection principles; or*

*(ii) section 10 of that Act (to prevent processing likely to cause*

*damage or distress) and, in the circumstances of the case, the*

*public interest in not disclosing the information outweighs the public*

*interest in disclosing it.*

Birmingham City Council considers that the mobile telephone numbers of officers, in conjunction with their names and



## Schedules

### Schedule 1

P 17 authority default

The information withheld sets out the period between payment by the council being due and the date upon which the contractor can issue a written demand, which if not complied with within 20 business days, would give rise to an authority default.

This is withheld under condition 12(5)(e) of the Environmental Information Regulations 2004 which provides that information is exempt from disclosure where the disclosure of that information would a o

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*public interest in not*

ability of the Service Provider to successfully tender for similar contracts than benefit to the public.

procedures that they have developed to manage and handle the work involved under the agreement.

Accordingly, Birmingham City Council considers that the information is exe

similar contracts.

#### Schedule 7

No information withheld

#### Schedule 8

Due to last minute changes to the agreement, th

Schedule 13

Part 2 Paragraph 1.2 of schedule

negotiate or promote similar arrangements in other similar contracts.

## Schedule 15

mechanisms of the Service Provider are deemed to be





No information withheld.

Schedule

## Schedule 32

The information withheld is personal data (information which if disclosed, would be sufficient to allow the identification of the individuals concerned).

This information has been withheld under s.13 of the Environmental Information Regulations, which provides that personal data is exempt from disclosure.

### **Personal data**

**13.**—(1) *To the extent that the information requested includes personal data of which the applicant is not the data subject and as respects which either the first or second condition below is satisfied, a public authority shall not disclose the personal data.*

(2) *The first condition is—*

(a) *in a case where the information falls within any of paragraphs*

(a) *to (d)*

Due to the volume of the data, it is not possible to place electronic copies on the website. However, arrangements can be made for inspection.

#### Schedule 36

Key time periods are withheld

Under item 9 part 2 of schedule 31, information on the service provider's approach to the work/services are deemed commercially sensitive/confidential.

Birmingham City Council considers that only the time limits are worthy of protection, as it sets out the disclosure of the timescales which could prejudice the operation of obtaining consents for attaching network parts, as such timescales affect payment terms.