

Freedom of Information Act 2000 (FOIA)

Decision notice

Date: 30 March 2023

Public Authority: Brighton and Hove City Council
Address: Hove Town Hall
Norton Road
Hove
BN3 3BQ

Decision (including any steps ordered)

1. The complainant requested various information in respect of Court Farm. Brighton and Hove City Council ('the Council') refused the request on the basis of section 14(1) (vexatious request) FOIA. The Commissioner's decision is that the Council has correctly applied section 14(1) to the request. The Commissioner does not require further steps

Request and response

2. On 3 October 2022, the complainant submitted a multi-part request for information in respect of Court Farm. Due to the length of the request it has not been reproduced here but quoted in full in the Annex at the end of this notice.
3. The public authority responded on 31 October 2022. It refused the request citing section 14(1) on the basis that the request was vexatious, stating that compliance with the request represented a disproportionate burden of its resources. The Council upheld this position at the internal review dated 19 December 2022.

Reasons for decision

Section 14(1) – vexatious requests

4. Section 14(1) of FOIA states that a public authority is not obliged to comply with a request for information if the request is vexatious.
5. The word “vexatious” is not defined in FOIA. However, as the Commissioner’s guidance on section 14(1)¹ states, it is established that section 14(1) is designed to protect public authorities by allowing them to refuse any requests which have the potential to cause a disproportionate or unjustified level of disruption, irritation or distress.
6. FOIA gives individuals a greater right of access to official information in order to make bodies more transparent and accountable. As such, it is an important constitutional right. Therefore, engaging section 14(1) is a high hurdle.
7. However, the ICO recognises that dealing with unreasonable requests can strain resources and get in the way of delivering mainstream services or answering legitimate requests. These requests can also damage the reputation of the legislation itself.
8. The emphasis on protecting public authorities’ resources from unreasonable requests was acknowledged by the Upper Tribunal (UT) in the leading case on section 14(1), *Information Commissioner vs Devon County Council & Dransfield* [2012] UKUT 440 (AAC), (28 January 2013) (“Dransfield”)². Although the case was subsequently appealed to the Court of Appeal, the UT’s general guidance was supported, and established the Commissioner’s approach.
9. The Council’s original response, informed the complainant that it considered their request represented a disproportionate burden on its resources when taking into consideration their past pattern of behaviour, the repeat of numerous follow up enquires no matter what information is supplied and the repeated accusations of dishonesty by Council staff.
10. The Council expanded on this in its internal review. It informed the complainant that it had reached its decision based on the Upper Tribunal

¹ <https://ico.org.uk/for-organisations/dealing-with-vexatious-requests-section-14/>

² <https://administrativeappeals.decisions.tribunals.gov.uk/Aspx/view.aspx?id=3680>

decision in the case referenced above, and had taken the following factors into consideration:

- The burden imposed by the request
 - The motive of the requester
 - The value or serious purpose of the request and
 - Harassment or distress of and to staff.
11. The Council further informed the complainant that it had also based its decision on the Commissioner's guidance in respect of section 14(1) that a public authority can take into consideration the context and history of the request.
 12. In respect of the burden on its resources, the Council informed the complainant that even though there had been a relatively small number of FOI requests over the years, that the contact with the Council regarding Court Farm began in 2018 and has continued to date with allegations that it is complicit in fraud. It added that this has involved the Property & Design and Legal Team, senior managers and directors, Leaders of the Council and the Chief Executive. The Council added that over the past four years it has provided responses to their queries, which has led to numerous follow up questions, often repeating topics previously detailed and responded to.
 13. The Council referred to the Commissioner's guidance (previously referenced), that dealing with unreasonable requests can strain resources and get in the way of delivering mainstream services or answering legitimate requests. It added that it is also reasonable for it to take into consideration the anticipated burden of future requests. It stated that hundreds of hours have been spent by officers in providing responses to the complainants emails and FOI requests, and its experience of dealing with their previous requests, suggests that they will not be satisfied with any response and will submit numerous follow up enquiries no matter what information is supplied.
 14. The internal review, also referred to the motive of the complainant, suggesting that their motive appears to be to attack the Council and its staff through unsubstantiated allegations and threats rather than a genuine attempt to obtain information. It added that the complainant's underlying grievance has been exhaustively considered and addressed via both FOI requests and email exchanges with members of staff setting out its position, which remains unchanged. The Council argued that this refusal to accept that the matter is closed, demonstrates an unreasonable persistence.

15. The Council also expanded on its assertion from its original response that the requests are causing harassment and distress to its staff. It informed the complainant that a request, or series of requests which make unsubstantiated allegations of criminal behaviour or wrongdoing can be vexatious. As can the tone or content of the requests. The Council referred to previous communications where it had informed the complainant that both the tone and content of their emails were very unhelpful, unacceptable and inaccurate. It used the following examples of previous communications from the complainant as evidence:

"All those who knowingly used or facilitated the use of stolen and defrauded money and stolen wages to fund the renovations at Court Farm... will be punished. All those who callously and uncaringly contributed to the severe damage to the mental health of the victims of that fraud will be punished. All those who have profited from the suffering of those victims will be punished".

"All those who have either perpetrated, or knowingly enabled or facilitated those crimes should realise that they alone are responsible for any harm that comes to them".

"Everyone should be aware why any harm they suffer will be inflicted. It is not only punishment but a deterrent against future unethical, moral or unlawful conduct. If they are prepared to inflict or help inflict harm on others then they should not expect any consideration to be shown for their own well being by those who they callously caused to suffer".

16. The Council informed the complainant that its legal team have previously advised that the threats against its staff could be considered a criminal matter and argued that the examples quoted above are evidence that they have not accepted that their attitude is hostile and causing significant distress to officers.
17. The Council's internal review further explained that its decision has been based on the Commissioner's guidance which confirms that where a requester pursues personal grudges by targeting their correspondence to a particular employee or office holder, this again may be evidence that the request is vexatious. The Council considered that the complainant's repeated targeting of one individual including unsubstantiated claims to senior managers, the Chief Executive, Leader of the Council and Members, to publicly humiliate and cause them distress, provides further evidence that the request is vexatious.
18. It added that within their internal review request the complainant had even acknowledged that their requests:

"may be causing staff members distress' and use justification that this 'is no different to the distress caused to any individual required to account for their unlawful or criminal conduct' and make further unsubstantiated allegations against an individual."

19. The Council also referred to situations when a requester seeks information already in their possession as further evidence the intention of the request is to cause annoyance and as a means to vent their anger at a particular decision. It added that such requests demonstrate a link between serious purpose, motive and harassment and confirmed that this applies in this case.
20. The Council also argued that the request itself is of limited value, stating that they often argue points rather than request new information or ask hypothetical questions which fall outside the scope of the FOIA. The Council also considered the complainant's continued allegations of wrongdoing without any clear and logical basis for doing so as further evidence that the request is of limited value.
21. The Commissioner has taken into consideration the length, tone and content of this request. In terms of its length, as can be seen from the Annex at the end of this notice, the request is approximately 9 pages in length, containing 13 questions, with some of the questions including further sub-questions. Detailed background information also precedes a number of these questions. Although not privy to the Council's record keeping, he therefore considers that the burden of complying with this request in isolation would be considerable.
22. The Commissioner also notes that the tone of the request is hostile, with much of the content containing allegations against the Council of fraud, and believes both its tone and content are therefore indicative of a vexatious request.
23. As per the Commissioner's own guidance in respect of section 14(1) FOIA, consideration of the background and history to the request can also be pertinent. He has considered the very detailed and comprehensive internal review and is mindful that the complainant has corresponded with the Council on the matter of Court Farm since 2018 either via FOI requests or more general correspondence. This appears to be indicative of an unreasonable persistence in respect of a matter that has been fully investigated and addressed.
24. It appears that the root of the correspondence is the belief that the Council has been complicit in, and benefited financial from, wrongdoing in respect of Court Farm, and nothing the Council can say will alter the complainant's position. It appears that the complainant is pursuing a

personal grievance, and in the process making unsubstantiated allegations of criminal behaviour.

25. The Commissioner has taken into consideration the extracts referred to in paragraph 15 of this notice and would point out that regardless of whether or not there was any substance to the allegations, such threats to the Council's staff are inappropriate with the potential to cause distress to those concerned.
26. Taking all of the above factors into consideration, the Commissioner is satisfied that the request is vexatious and that the Council was entitled to rely section 14(1) to refuse the request.

Right of appeal

27. 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: 0203 936 8963

Fax: 0870 739 5836

Email: grc@justice.gov.uk

Website: www.justice.gov.uk/tribunals/general-regulatory-chamber

28. 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.
29. 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

Catherine Dickenson
Senior Case Officer
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Annex

This annex contains the request dated 3 October 2022 in its entirety:

"On 16th November 2020 I made a FOI request (#706030) to BHCC entitled "BHCC Handling of Fraudulent Trading Allegations on BHCC Owned Falmer Property"

(see link to FOI request #706030):

<https://www.whatdotheyknow.com/request/b...>

BHCC avoided answering my FOI request for nearly two years prompting a complaint to the ICO. The ICO ordered BHCC to provide a response. The response BHCC subsequently provided on 22nd July 2022 contained numerous instances of knowingly false information. Providing false information to a FOI request is a criminal offence under Section 77 of the Freedom of Information Act.

On 8th August I requested an internal review to be undertaken with respect to all the false information BHCC had provided. On 25th August 2022 BHCC's internal review team provided a response. The internal review however failed to acknowledge or address BHCC's dishonest responses, which was the purpose of my request for an internal review. BHCC furthermore refused to respond to any questions which I had put to the internal review team by way of addressing the issue of their dishonest responses. Instead BHCC stated that as they were new questions they were excluded from their internal review and should be submitted in a new FOI request.

However the "new" questions were specific to the purpose of the internal review and should therefore have been considered within the context of their internal review, which ultimately avoided addressing the very issue it was asked to investigate. BHCC's insistence that those questions be put in a completely new FOI request further highlights BHCC's ongoing attempt to delay and obstruct any co-operation of openness, honesty and transparency into BHCC's previous conduct, as detailed in FOI request #706030.

I am now putting those questions in this new FOI request as specifically directed by BHCC and I expect a response within the statutory 20 working days.

The questions and explanatory information are listed below.

Background information to Question 1:

I previously demonstrated that BHCC's statement in response to question 8 of my FOI request #706030 was untruthful. BHCC had falsely stated that they were unaware of the extensive renovations and conversion which had been undertaken and completed on their premises at Court Farm, Falmer (subject to the Licence to Underlet ref no. FAR-1/NB/1/1/1/26011/JD). With respect to the extensive renovation and conversion of their property part of

BHCC's response to question 8 to FOI request #706030 which they provided on 22nd July 2022 was:

"The Council does not know what if any works were carried out..."

However on 8th August 2022 I provided a response and demonstrated that BHCC were most certainly aware of the conversion of their premises as well as having full knowledge of what works had been carried out. I directed BHCC to various evidence which confirmed the knowledge which they were dishonestly attempting to deny, not least of which was the documented fact that a number of senior BHCC officers, from the departments within whose remit those premises came under, had visited the premises within weeks of the conversion having been completed. One can assume that when BHCC provided their false information to my FOI request they were unaware that I had access to the specific information which contradicted their false claims and they therefore felt confident to provide that knowingly false information in response to my FOI request, notwithstanding the fact that they were aware that it was a criminal offence to do so. This should rightly and obviously have been addressed within their internal review, but BHCC avoided doing so by the use of their delaying tactics in directing me to submit a new FOI request.

This is the new FOI request which BHCC instructed me to submit, which addresses the issue of BHCC's previous dishonest responses.

QUESTION 1:

- i) Which department(s) within BHCC provided that false information to the FOI team, as quoted, that: "the Council does not know what if any works were carried out..." ?
- ii) Which BHCC officer was the original source of that false information?
- iii) Which BHCC officer directly provided that false information to the FOI team?
- iv) Were either Simon Court or Jessica Hamilton responsible in any way for that false information being provided to the FOI team?

QUESTION 2:

Please provide a copy of the communication(s) which conveyed the false information to the FOI team that BHCC were unaware of the extensive conversion undertaken on their premises which led to BHCC's dishonest response to question 8 of my FOI request #706030 when they stated: "The Council does not know what if any works were carried out..."

QUESTION 3:

For insurance purposes how are the premises which were subject to the Licence to Underlet ref no. FAR-1/NB/1/1/1/26011/JD currently described? Please provide the full description, including any valuation given.

QUESTION 4:

For insurance purposes has the description of the premises which were subject to the Licence to Underlet changed since June 2015? Please provide details of any differences between the pre June 2015 description and the current description.

Background information to Question 5:

BHCC's conduct in refusing to enforce the terms of their Licence to Underlet and the collateral Tenancy Agreements meant that HMRC were unable to enforce a CCJ with respect to National Minimum Wage offences committed against an employee by Antique & Collectors Corner Auction Ltd. BHCC were made fully aware of this fact at the time. Part of BHCC's response to question 5 of my FOI request #706030 was that: "it was for HMRC to raise any concerns they had". However, BHCC would have known that this would be unlikely as they were aware of the fact that:

i)HMRC would have been unlikely to have known that BHCC were the overall landlords of the property HMRC had visited to attempt to enforce their CCJ which they had been unable to do as Falmer Auctions Ltd were trading in the place of Antique & Collectors Corner Auction Ltd.

ii)HMRC would not have known that a legally signed agreement was in place between Antique & Collectors Corner Auction Ltd and BHCC.

iii)HMRC would not have known that BHCC were allowing the terms of that agreement to be broken to the unlawful financial detriment of the creditors of Antique & Collectors Corner Auction Ltd, amongst whom included the former employee who had not only been unlawfully deprived of their wages, but also unlawfully deprived of the statutory minimum wage, to which HMRC's CCJ applied.

BHCC's response is therefore extremely disingenuous and highlights their total lack of any genuine intent. A demonstration of genuine intent would have seen BHCC taking the initiative in assisting HMRC, but they pointedly refused to do so, preferring instead to look after the criminal interests of the company which had committed the National Minimum Wage offences.

As an employer BHCC will have full knowledge that failure to pay the National Minimum Wage is a criminal offence, but they continued to allow the circumstances to prevail which enabled the offending company and its managing director Keith Miles to avoid the financial penalties imposed for those criminal offences. BHCC's actions in permitting those circumstances to continue were to the cost of both HMRC who were unable to enforce their

CCJ and to the former employee who had been unlawfully deprived of their wages. It is extraordinary that BHCC, a local government authority, considered it appropriate to actively work against the interests of HMRC, a central government department in favour of the criminal interests of Mr Miles.

QUESTION 5:

In the unlikely event that HMRC had raised their concerns with BHCC as per BHCC's suggestion in their previous response to question 5 of FOI request #706030, what powers were within BHCC's authority for them to have been able to address those concerns?

BHCC's response does after all imply that they had the ability and willingness to address HMRC's concerns had they raised them.

So the purpose of my question is to establish, had HMRC raised their concerns, what powers were within BHCC's authority to enforce the terms of their Licence to Underlet and the collateral Tenancy Agreements to ensure that only Antique & Collectors Corner Auction Ltd would have been permitted to trade from BHCC's premises (as per the terms of the Licence and Tenancy Agreements) which would in turn have enabled HMRC to enforce their CCJ.

The powers vested in BHCC in their capacity as landlords of their various commercial properties to enforce the various licences and agreements associated with those commercial properties will be set out in BHCC's records, most likely within their legal department. This therefore constitutes information already held by BHCC and therefore comes within the framework of information available under FOI requests. I therefore expect a non-evasive response to this question. BHCC have certain powers of enforcement in their capacity as landlords in ensuring that certain parties do not occupy, use or operate from BHCC's commercial properties without the appropriate licences and agreements in place, and especially if it constitutes a breach of an existing licence and/or agreement. I therefore wish to know what documented powers BHCC have at their disposal to enforce the Licences and Tenancy Agreements with respect to the tenants and undertenants of BHCC's commercial properties. Those documented powers will be specific to situations where BHCC have direct written legal agreements in place with both their tenants and undertenants, as was the case with both Antique & Collectors Corner Auction Ltd and Mr Eric Huxham.

QUESTION 6:

Did BHCC have the power and authority to enforce the terms of their Licence to Underlet (ref no. FAR-1/NB/1/1/1/26011/JD) which only granted the named Undertenant, Antique & Collectors Corner Auction Ltd any rights of tenancy, occupancy and use of BHCC's premises?

Please provide a "Yes" or "No" answer. If your answer is "no", please clarify why not.

Background information to Question 7:

BHCC's response to question 11 of my FOI request #706030 stated that:

"there was no actionable breach (of the Licence to Underlet) as advised by legal colleagues".

This however was also a dishonest response. BHCC is fully aware that Falmer Auctions Ltd had no rights of tenancy, occupancy or use of BHCC's premises at Court Farm, Falmer and the only party who did was Antique & Collectors Corner Auction Ltd. I will demonstrate this by reference to the following:

A previous FOI request to BHCC has established that no Undertenancy was ever granted to Falmer Auctions Ltd and that the only Undertenancy granted with respect to those premises during the period in question was to Antique & Collectors Corner Auction Ltd via the Licence to Underlet and collateral Tenancy Agreement/Underlease.

THE LICENCE TO UNDERLET WAS EXECUTED AS A DEED, WHICH MEANS THAT THE THREE PARTIES TO THAT DOCUMENT FORMALLY ACCEPTED TO BE BOUND BY ITS TERMS.

The three parties to that Licence / Deed consisted of only Brighton & Hove City Council, Antique & Collectors Corner Auction Ltd and Eric Huxham. Those three parties were therefore all bound by its terms. I am aware that BHCC retain a record of the Licence to Underlet (ref no. FAR-1/NB/1/1/1/26011/JD).

I refer you to the previously referenced terms, conditions and covenants of the Licence to Underlet dated 29th June 2015 in which Antique & Collectors Corner Auction Ltd are the named Undertenant, and in particular to the following headings and paragraphs:

"Background": (a), (b), (d)

"2 Grant of the Licence": (a)

"3 Covenants by the Tenant": (a), (f), (g), (h), (i), (j)

"4 Covenants by the Undertenant": 4.1, (a), (b), (c).

I also refer you to the collateral and supplemental Tenancy Agreement dated 1st July 2015 in which Antique & Collectors Corner Auction Ltd are the named Tenant, and in particular to the following headings and paragraphs:

"2 Letting of the Premises": 2.1

"3 Obligations of the Tenant": 3.5, 3.7

More specific (but not exclusive) reference should be made to paragraph 4.1(a) of the Licence to Underlet in which the Undertenant (Antique & Collectors Corner Auction Ltd) covenants with BHCC to comply with the covenants and conditions in the Underlease.

For the purpose of clarification, this should then be cross-referenced with the covenants and conditions in the Underlease.

More specific (but not exclusive) reference should be made to paragraph 3.7 of the Underlease which states that the undertenant (Antique & Collectors Corner Auction Ltd) "must not assign, sublet or otherwise part with or share possession of the premises or any part of the premises, that the Underlease is personal to the undertenant and the use of the premises must at all times be under the full control of the Undertenant (Antique & Collectors Corner Auction Ltd)".

For the avoidance of doubt the undertenant referred to at all times is Antique & Collectors Corner Auction Ltd, which was under the control of Keith Miles.

QUESTION 7:

With reference to the above terms, conditions, covenants and obligations in those two collateral documents did the subletting of BHCC's premises to Falmer Auctions Ltd by Mr Miles, the managing director of Antique & Collectors Corner Auction Ltd, constitute:

- a) a breach of the Licence to Underlet?
- b) a breach of the covenants made by the Undertenant with the Landlord (BHCC) in the Licence to Underlet?
- c) a breach of the covenants made by the Tenant (MrHuxham) with the Landlord (BHCC) in the Licence to Underlet?
- d) a breach of the 1977 Tenancy Agreement between the Tenant (Mr Huxham) and the Landlord (BHCC) which required written consent by BHCC before any Undertenancy could be assigned?

To remind you a dishonest response will constitute a criminal offence under Section 77 of the Freedom of Information Act.

QUESTION 8:

Did BHCC have the power to enforce the covenants made with BHCC by both the Tenant and the Undertenant within the parity of contract created by the Licence to Underlet (ref no. FAR-1/NB/1/1/1/26011/JD)?

Please provide a "yes" or "no" answer.

Background information to Question 9:

BHCC had been made repeatedly aware that Keith Miles, the managing

director of Antique & Collectors Corner Auction Ltd had set up and was operating Falmer Auctions Ltd from BHCC's premises with the express purpose of defrauding the creditors of Antique & Collectors Corner Auction Ltd of the sums owed to them. Those sums included the directors' loans made to Antique & Collectors Corner Auction Ltd which had gone towards subsidising the conversion of BHCC's premises, and which, as documented loans were repayable to the lenders. The sums owed to creditors also included wages owed to the former employees of Antique & Collectors Corner Auction Ltd. It was those employees whose hours of employment had been predominantly devoted to overseeing and ensuring the completion of the renovation and conversion of BHCC's premises.

Following the conversion of BHCC's premises the commencement and ongoing trading by Antique & Collectors Corner Auction Ltd would have ensured that the revenue was raised by that company towards repaying the loans which had subsidised the renovation and conversion of BHCC's premises. However by allowing Falmer Auctions Ltd to trade in place of Antique & Collectors Corner Auction Ltd, BHCC ensured that no revenue was raised by Antique & Collectors Corner Auction Ltd to repay those lenders who had subsidised the conversion of BHCC's premises.

Despite being provided with all the information regarding the unlawful losses being inflicted on the former employees and on those who had made loans to Antique & Collectors Corner Auction Ltd to subsidise the conversion BHCC's premises, BHCC were still content to allow Mr Miles to operate Falmer Auctions Ltd from their premises in place of Antique & Collectors Corner Auction Ltd, the only party with any legitimate right of tenancy, occupancy and use of the premises. By permitting that ongoing breach of the Licence to Underlet, BHCC were also playing an instrumental part in depriving those creditors of Antique & Collectors Corner Auction Ltd of any realistic or legitimate chance of legally pursuing the sums owed to them as they rendered any CCJ awarded against the company ultimately worthless, as was demonstrated when those CCJs could not be enforced against a company which was not actively trading. BHCC were essentially assisting Mr Miles to defraud all those whose loans and whose months of employment had contributed to the renovation and conversion of BHCC's own premises. BHCC have been instrumental in ensuring that those creditors were not repaid their loans and those employees were not paid for their employment. All the while BHCC has been the main beneficiary of those losses, given the significant increase in value to their property which was at no cost to them, as was confirmed by BHCC in their response to one of the questions to FOI request #706030. BHCC were content to help inflict harm on the very people who had contributed towards the significant financial benefits gained by BHCC.

I provided the likely motive for BHCC's questionable conduct within my request for an internal review of FOI request #706030 which I sent on 8th August 2022. BHCC have thus far failed to provide an alternative plausible

explanation for their conduct, and the only thing they have offered in response to that question was their dishonest responses to FOI request #706030 and their ongoing attempts to avoid the questions put to them.

QUESTION 9:

i) Please provide a copy or a transcript of the full documented decision making and reasoning on record which decided that BHCC would not enforce the terms of their Licence to Underlet once they were made aware that Falmer Auctions Ltd were trading from BHCC's premises without any signed agreements or permissions in place.

ii) Please also provide a copy of the communication where the advice was given by "legal colleagues" as specifically referred to in BHCC's response to question 11 of FOI request #706030 where it was stated: "there was no actionable breach (of the Licence to Underlet) as advised by legal colleagues".

The documented decision making and reasoning which I require information of should be provided by the following departments within BHCC and/or any other department involved in that process, all of whom would have had documented discussions and deliberations about the situation:

- i) Legal
- ii) Property & Design
- iii) Commercial Portfolio (Agricultural) Estate Management

I require a copy of ALL the documented decision making and reasoning behind BHCC's decision not to enforce their Licence to Underlet, including the full advice given by "legal colleagues". You must also provide the dates which accompany that information.

Background information to Question 10:

In your response to question 12 of my FOI request #706030 you stated that:

"Brighton & Hove City Council did not feel that the fact that different company names were used was an actionable breach by them".

This statement implies that you allowed Falmer Auctions Ltd to occupy and use BHCC's premises without any agreements in place because you believed that Falmer Auctions Ltd was essentially the same company as Antique & Collectors Corner Auction Ltd, the company which did have the agreements and permissions in place, and that it was merely a case of the same company using different names.

I do not believe for a moment that BHCC, and especially its legal department is so ignorant as to believe that two distinct limited companies with different shareholders are merely the same company using different names. BHCC

and its legal department will be fully aware that every limited company is considered a legal "person" in their own right.

QUESTION 10:

What documentation or record does BHCC and its legal department have reference to which would lead them to believe that two entirely distinct limited companies are actually the same company or entity merely using different names?

If your answer is "none" please clarify your response to question 12 of my FOI request #706030 as quoted that: "Brighton & Hove City Council did not feel that the fact that different company names were used was an actionable breach by them".

QUESTION 11:

The obligations of the Undertenant, Antique & Collectors Corner Auction Ltd to BHCC are set out in the covenants of the Licence to Underlet. Falmer Auctions Ltd were not party to those covenants and obligations.

i) During the period of its occupancy of BHCC's premises between 2015 and 2019, apart from the temporary Event Licence which only covered 3 days in July 2016 what contractual obligations did Falmer Auctions Ltd have to BHCC?

ii) Again discounting the temporary Event Licence covering the 3 days in July 2016 in what document, if any, were any stated obligations recorded, and when was it signed?

QUESTION 12:

Did Keith Miles, the Managing Director of Antique & Collectors Corner Auction Ltd, have the legal right and authority to grant Falmer Auctions Ltd use of BHCC's premises?

If the answer is "yes" please provide a copy of the document which conferred that right on Mr Miles.

QUESTION 13:

BHCC's Chief Executive Geoff Raw was made aware of the ICO's instruction to BHCC to respond to my FOI request #706030 after BHCC had resisted doing so for nearly two years. Mr Raw was also made aware of my request for an internal review.

i) Was Mr Raw made aware of any of the subsequent responses provided by BHCC to my FOI request #706030 prior to them being sent?

ii) Was Mr Raw made aware of any of the subsequent responses provided by BHCC to my request for an internal review prior to them being sent?
If the answer is "yes" please clarify what information Mr Raw was given.

All the above questions have been put to BHCC in this new FOI request at the specific direction and insistence of BHCC. I therefore expect an open and honest response to each of them within the statutory 20 working day time limit."