

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

### **Decision notice**

**Date:** 14 September 2016

**Public Authority:** The Governing Body of City University of London

**Address** City University of London  
Northampton Square  
London  
EC1V 0HB

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

---

1. The complainant has requested information from City University of London ("the University") broadly relating to its relationship with Western Union.
2. The Commissioner's decision is that the University does not hold any information falling within the scope of point 1 of the revised request dated 2 February 2016 and point 3 of the request dated 26 February 2016.
3. The Commissioner requires the University to take no steps.

### **Request and response**

---

4. On 1 February 2016, the complainant wrote to the University and requested information in the following terms:

*"Any form of commission/value/benefit, including but not limited to: money/checks/commissions/fees/bonuses/gifts/benefits/payments/compensation/anything of value from your affiliation with Western Union Business Solutions or any other affiliate programs provided/paid to City University since inception. Any document that names City University as an affiliate of Western Union Business Solutions. Also I am requesting any and all pages of documentation (including signed) of the affiliate program including brochures specifically meant for the affiliate program."*

*I also wish to view the Freedom of Information Disclosure Log which details requests and responses sent for the last two years.*

*Also the number of wire transfers from City University/Western Union Business Solutions or any other providers, to students made: October 2015, November 2015, December 2015, January 2016 (The details of whom the wire went are not needed nor requested).*

*Also any notification/announcements/emails regarding the removal/stoppage/discontinuation of wire transfer to students from August 2015-present”.*

5. Upon receipt of the request, the University asked the complainant to narrow down his request on the grounds that compliance would exceed the appropriate limit in accordance with section 12.

6. On 2 February 2016 the complainant narrowed down his request to the following:

*“1) Any form of commission/value/benefit including but not limited to: money/checks/commission/fees/bonuses/gifts/payments/compensation/ anything of value from your affiliation with Western Union Business Solutions provided to City since inception. Any documents that name City University as an affiliate of Western Union Business Solutions. Also I am requesting any and all pages of documentation (including signed) of the Western Union Business Solutions including brochures specifically meant from Western Union Business Solutions.*

*2) I wish to view the FOI log requests for the past two years regarding Western Union Business Solutions, for the past 2 years.*

*3) Also the number of wire transfers from City University/Western Union Business Solutions to students made: October 2015, November 2015, December 2015, and January 2016.*

*4) Also any notifications/announcements/emails regarding the removal/discontinuation of wire transfer to students from August 2015 – present.”*

7. The University responded on 22 February 2016. For points 1 and 4, the University explained that the information was not held. For point 2, the University confirmed that it had not received any requests for information relating to Western Union Business Solutions for the last two years and for point 3, the University provided the complainant within the requested information.

8. The complainant contacted the University later the same day. He explained that for point 3, he was seeking the information for August 2015, September 2015 and February 2016.
9. The University responded and stated that the complainant's request of 2 February 2016 only covered the months October 2015 – January 2016.
10. The complainant made a further request for information on 26 February 2016. This request sought the following information:

*"1. The number of City/Cass students who are sponsored/funded through a local or international organisation still receiving funds via wire from Western Union? (Please separate local vs international).*

*2. So perhaps you could find the names of the sending institution that sent money to WU, I do not need the students names since that would be private. But the sending institute would be helpful for instance.*

*3. Please also provide the contract between City University and Western Union along with any documents that discuss the affiliate program, if there is one Also copies of any checks or payments that Western Union has paid to City University and the type of relationship that City University's and Western Union have, (if they are an affiliate, or on any types of programs, or is there no money exchanges hands at all)".*

11. The University responded on 18 April 2016 and provided the information sought in point 1. The University further withheld the information sought in points 2 and 3 under section 43.

### **Scope of the case**

---

12. The complainant contacted the Commissioner to complain about the way his request for information had been handled.
13. The Commissioner approached the complainant on numerous occasions to clarify the scope of his complaint. A lot of the Commissioner's communications with the complainant were via telephone. However, the complainant was advised to set out his concerns in an email to ensure the scope of his complaint was correct. However, the complainant did not do this. However, it was evident to the Commissioner that the complainant believed that the University had a contract with Western Union and that the University received some form of benefit from this.
14. In light of this, the Commissioner wrote to the complainant on 29 June 2016. In her email, the Commissioner set out the intended scope of her investigation. The email set out point 1 of the revised request dated 2

February 2016 and the Commissioner explained that she would investigate whether the University held any information falling within the scope of this request.

15. With regard to the request of 26 February 2016, the Commissioner detailed point 3 and explained that her investigation would focus on whether the University was correct to withhold this information under section 43.
16. The complainant did not dispute the Commissioner's understanding of his complaint.
17. During the Commissioner's investigation, the University withdrew its application of section 43 to point 3 of the request dated 26 February 2016. The University considered that the information falling within the scope of point 3 was not held.
18. The Commissioner has therefore had to consider whether the University holds any information falling within the scope of point 1 of the revised request dated 2 February 2016 and point 3 of the request dated 26 February 2016.

## **Reasons for decision**

---

19. Section 1(1) of FOIA 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".*

20. In scenarios where there is some dispute between the amount of information located by a public authority and the amount of information that a complainant believes may be held, the ICO, following the lead of a number of Information Tribunal decisions, applies the civil standard of the balance of probabilities.
21. In other words, in order to determine such complaints the ICO must decide whether on the balance of probabilities a public authority holds any information which falls within the scope of the request (or was held at the time of the request).
22. For point 1 of the revised request dated 2 February 2016, the University explained that the Finance Department which compromises the

Procurement Team carried out a comprehensive search and located no information falling within the scope of the request.

23. With reference to point 3 of the request dated 26 February 2016, the University confirmed that it did not have a contract with Western Union. The University explained that it had a service agreement with Western Union which was available on Western Union's website. As the University changed its position in relation to this request, it sent a revised response to the complainant. The revised response included a link to the service agreement on Western Union's website. The response also addressed point 1 of the revised request dated 2 February 2016, where the University reiterated its position that this information was not held.
24. Following receipt of the revised response, the complainant contacted the Commissioner via telephone. During the telephone conversation, the complainant disputed the University's response to point 3 of the request dated 26 February 2016. He believed that a contract did exist between the University and Western Union. The complainant referred to a website link<sup>1</sup> which he argued proved that a contract did exist. The Commissioner asked the complainant to send an email detailing his concerns along with the website link.
25. The Commissioner received an email from the complainant later the same day solely including a link to the website which he believed proved that a contract was in place between the University and Western Union.
26. The Commissioner viewed the link which contains the following information:

*"City, University of London has partnered with Western Union Business Solutions, to allow you or your sponsor an option to securely send bank account transfers from overseas for payment of your tuition fee **in your local currency** if you wish to."*

27. In addition to this, the Commissioner carried out a further search on the University's website for any references to a contract with Western Union. The Commissioner did find some information which stated:

*"City University London has contracted with Western Union Business Solutions, a specialist in global business payments to provide you with a*

---

<sup>1</sup> <http://www.city.ac.uk/study/postgraduate/fees/paying-fees-and-refunds>

*simple and low cost method of paying fees to City University London in your own currency".<sup>2</sup>*

28. The Commissioner subsequently returned to the University for further information on its position that it held no information falling within the scope of point 1 of the revised request dated 2 February 2016 and point 3 of the request dated 26 February 2016.
29. Referring to paragraph 27, the Commissioner asked the University to explain what it meant by 'contracted'. The Commissioner did state that she was aware that 'contracted' does not necessarily mean that a contract is in place between the University and Western Union. The Commissioner also asked who the University had contacted to determine that a contract does not exist.
30. The University responded and confirmed that the Finance Team were contacted and the Head of Financial Services and Procurement confirmed that no such contract exists.
31. In relation to the information on the University's website which states that the University has contracted with Western Union, the University explained:

*"Western Union provides a service to the University and to this extent the University has contracted with Western Union. There are no costs or rewards to the University from Western Union for providing the US Loan service to students".*

32. The Commissioner returned to the University further upon receipt of this. The Commissioner needed further confirmation in order to make a decision on the balance of probabilities that the information falling within point 1 of the revised request dated 2 February 2016 and point 3 of the request dated 26 February 2016 was not held.
33. The Commissioner contacted the University and referred to its initial submissions to the Commissioner where the University explained:

*"Upon receipt of a request, the appropriate department would undertake a comprehensive search of their records to ascertain whether they hold such information. If they do, it would be released to the Information Compliance Team who decides how the University should proceed..."*

---

<sup>2</sup> <https://student.globalpay.wu.com/geo-buyer/cityuni>

34. The Commissioner directed the University to its initial response to point 3 of the request dated 26 February 2016 where the University withheld the information under section 43. She explained that the information detailed in paragraph 33 suggests that information falling within the scope of point 3 was initially held and it was forwarded to the Information Compliance Team to determine whether it could be disclosed. The Commissioner asked the University to confirm whether the Information Compliance Team had sight of any information falling within the scope of point 3 of the request dated 26 February 2016. In the event the Information Compliance Team did not have sight of any information, the Commissioner asked the University to confirm that section 43 had been mistakenly applied.
35. The Commissioner also asked the University to confirm whether it held any supporting documents in relation to the service agreement available on Western Union's website.
36. The University returned to the Commissioner and explained that a response it had received from the Finance Department who undertook a search for the information was misinterpreted which resulted in section 43 being mistakenly relied upon.
37. The University further explained that the Head of Procurement was asked whether any supporting documents were held relating to the service agreement. The Head of Procurement confirmed:

*"I am not aware of any other service level agreement".*

### **The Commissioner's decision**

38. After reviewing and considering the responses provided by the University and without any evidence to the contrary, the Commissioner is satisfied that the University does not hold any information falling within the scope of point 1 of the revised request dated 2 February 2016 and point 3 of the request dated 26 February 2016.

## Right of appeal

---

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

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

Tel: 0300 1234504

Fax: 0870 739 5836

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

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

40. 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.
41. 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 .....**

**Rachael Cragg**  
**Group Manager**  
**Information Commissioner's Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF**