

QUESTIONS

The Appellant submits the following questions in advance of the hearing to clarify matters of factual dispute and procedural integrity

These are drawn directly from the hearing Bundle and support the Appellant's submission that material issues have not been addressed by either Respondent

Questions are grouped by party and include full Bundle references

Each Respondent is welcome to respond prior to the hearing; though the Appellant will seek missing responses during the hearing itself. The Respondents are reminded that the hearing is audio-recorded and the Appellant intends to complete these questions with responses drawn from the official transcript of the hearing. *For transparency : it is intended that there may be further separate developments after these GRC proceedings close, particularly with regards to ongoing conduct of the ICO. There are separate ongoing proceedings already continuing at the Administrative Court with regards to Kent Police, with certain conduct of the GRC also being flagged for potential operational review*

The Appellant is providing these questions in writing in order to focus oral time on substantive matters and assist the Tribunal in identifying key points of public concern and factual inconsistency

If the Respondents do not provide full or adequate answers, either in writing or during the hearing itself, the Appellant will request the Tribunal and any readers of the case record to make appropriate inferences from silence or evasion, consistent with public law principles, to the extent relevant within the scope of the 29 October CMDs that the Tribunal intends to decide upon and matters that are very relevant to the Appellant's right to appeal, and fair and just treatment under Rule [edit: 2] of the GRC Rules

These Questions are also being provided in advance of the hearing to enable both Respondents time to prepare any responses, and courteously as a guide to the main intended areas of questioning during the hearing

Equally, the Appellant invites the Tribunal panel to pose these questions and obtain satisfactory responses from the Respondents, on the Appellant's behalf

Quoted from the 29 October CMDs issued by the Tribunal:

6. The main issue for the Tribunal to decide is whether the Commissioner was correct to uphold the decision of Kent Police to rely upon section 14(1) of the Freedom of Information Act 2000 ("FOIA") in refusing the Appellant's requests.

....

8. The Tribunal panel will not be deciding:

- Whether the requested information should be divulged
- Whether there is merit to the underlying concerns/theories
- The competence of the Commissioner and complaints/allegations made against him or his office
- Other complaints or requests lodged with the Commissioner
- Complaints against Judges of the Tribunal
- The management practices of Kent Police with regard to its speeding camera network

The Appellant, as demonstrated in the case submissions, considers all of the above to be relevant matters - whether procedural, conduct-related, or with regards to accountability in the public interest. The Appellant respects that the Tribunal may choose what it does or does not wish to decide upon in this specific case matter relating to two FOIA requests made in Oct 2024 by the Appellant

Notwithstanding the statements above by the Tribunal, the Appellant states that the Tribunal will be required to come to a conclusion as to whether Kent Police made false statements in its prior FOIA responses to the Appellant - in response to which, the October 2024 requests under consideration in this case directly arose. Any determination of point 21(a) below would be substantially incomplete without considering these false statements by Kent Police. For clarity, Kent Police alleged to hold no contract with regards to its engagement with the camera network, or hold any maintenance, calibration, diagnostic or fault information with regards to the camera network. The Appellant signposts the Tribunal hearing panel to these Questions and items 37 to 42 in the hearing bundle as definitive evidence that Kent Police's statements were in fact completely false, statements that it has continued to stand by in the course of these GRC proceedings for months

Topics

21. The Tribunal will be considering all the relevant circumstances in deciding whether section 14 FOIA applies. The parties are invited to explain their 4 position on the broad issues which the Upper Tribunal identified in Information Commissioner v Devon County Council and Dransfield [2012] UKUT 440 (AAC):

(a) the burden imposed on the public authority by the requests.

(b) the motive of the requester

(c) the value or serious purpose of the requests

(d) [it is noted that Kent Police accepts that no harassment or distress was caused to its staff for the fourth broad issue to apply.]

The following Questions are referenced to these 'Topics' from the CMDs

<u>Question</u>	<u>For</u>	<u>Page</u>	<u>Relevance to 29 Oct CMDs</u>
Holding Contract	Kent Police	5	21(a), 21(b)
Holding Maintenance and Calibration Information	Kent Police	6	21(a), 21(b)
Assistance Offered by the Appellant to Kent Police	Kent Police	10	21(c)
Appellant FOIA Correspondence Missing from Section B of the Bundle	Kent Police	11	Procedural Fairness
Advance Notice to the ICO from the Appellant regarding Potential Section 77 FOIA Failure by Kent Police	ICO	12	21(b), 21(c)
Buried Section 50 Representations of the Appellant	ICO	13	Procedural Fairness w.r.t. Right of Appeal and Rule 2 GRC Rules
Competence and Adequacy of Knowledge	ICO	14	6
Newly-Surfaced Information	ICO	15	21(a), 21(b), 21(c), Procedural Fairness w.r.t. Right of Appeal and Rule 2 GRC Rules

QUESTION : HOLDING CONTRACT

FOR : KENT POLICE

How does the Counsel reconcile Kent Police's following comments on:

- page D562 of the Bundle (formal FOIA correspondence) '....There is no Service/Maintenance contract for these cameras....' and
- page D563 of the Bundle '.... There is no annual service contract in place between Kent Police and Cubic Transportation Services....'

With the following :

- the existence of Schedule 3 of the Fixed Safety Camera Contract on page D364 of the Bundle
- the existence of Schedule 6 of the Fixed Safety Camera Contract on page D418 of the Bundle
- Contract Award Notice point I.4 on page D319 of the Bundle that names Kent Police as a contracting authority for the SS15 45 Fixed Safety Camera Contract

Appellant Note : the Schedules and Contract Award Notice - provided to the Appellant by Kent County Council, a partner of Kent Police in the camera network, in formal FOIA correspondence separate to this case - directly contradict Kent Police's FOIA statements about holding contract

QUESTION : HOLDING CALIBRATION AND MAINTENANCE INFORMATION

FOR : KENT POLICE

How does the Counsel reconcile Kent Police's following comments on:

- page D564 of the Bundle (formal FOIA correspondence):

Appellant : All that is issued as part of a notice of intended prosecution is a copy of the last certification after the camera has been recalibrated. What I would like to know is how Kent police is aware of any major recalibrations that have taken place on the camera

Kent Police: Kent Police will hold a record of when a camera is due for its annual calibration, and plans and books this with the supplier which then carries out the calibration on the camera

Appellant: I'd like to see the calibration settings on the camera before the recalibration was carried out by the supplier - if the calibration setting is materially outside of the tolerance range, I'd like to know. My concern : notices may be issued by a camera during a time period when the calibration had to be redone

Kent Police: Kent Police does not hold this information as it does not carry out the calibration

The Appellant is referring to (a) calibration information; (b) any maintenance, diagnostic or fault information that may be related to the concern ("....My concern : notices may be issued by a camera during a time period when the calibration had to be redone....")

With the following :

- Items 47, 53, and 58 of the Bundle : calibration certificates released on three separate occasions
- Memorandum of Understanding on page C353 and C354 of the Bundle (Kent Police Responsibilities – Schedule 1 (section 1.1.24 to 1.1.31). Also summarised on page C283 of the Bundle
 - “.... To service, support and operate safety camera equipment, at both fixed and mobile sites, maintenance and calibration of fixed and mobile camera equipment at all sites identified by the partnership....”

- “.... that the integrity of systems are maintained to ensure that all road users detected are dealt with in a courteous, fair and appropriate manner....”
- Memorandum of Understanding on page C355 of the Bundle (Schedule 2 - Partnership Asset Ownership and Responsibilities). Also summarised on page C284 of the Bundle
 - “.... Kent Police : Maintenance and calibration of fixed safety cameras....”
 - “.... Kent Police : Maintenance of software, systems and equipment for processing of offences....”
- SS14 45 Fixed Safety Camera Contract Schedule 6, clause 2.8.2 (under ‘Data Management’), on page 432 of the Bundle
 - “.... Evidential data will be relayed by secure telecommunications to the Kent Police back office facility in Maidstone....”
- SS14 45 Fixed Safety Camera Contract Schedule 6, clauses 10.1.4 to 10.1.6 on page C443 of the Bundle
 - “.... Initial [and additional] training shall be provided by the Contractor for Employer and Partnership staff in the operation of the evidential review back office process....” and “.... Certification in the authorisation and use of all equipment will be provided upon completion of the training provided by the Contractor....”
- SS15 45 Fixed Safety Camera Contract Schedule 6, clauses 6.1 and 6.2 on page C439 of the Bundle
 - Kent County Council ensured a rigorous, all-encompassing database for managing fault information was in operation, before handing over sole ongoing operational control to Kent Police “.... The Contractor will maintain a record of all faults and report them...” and “.... All fault communications must be confirmed by the Contractor in writing...” and “.... The Employer will use a database for the management of faults on the equipment....”
 - The framework for logging of fault and repair work was made to be detailed and meticulous : “.... All repair work carried out by the Contractor shall be recorded, down to component level. These

records shall be made available to the Employer on request in an electronic format....” - Schedule 6, clause 8.1.2 on page C442

- Each visit to the site by the contractor’s staff is detailed and recorded in a ‘site visit log’ : “.... This record/log of each site visit shall then be sent to the Employer with the relevant certificate if the site passes.....” - Schedule 6, clause 8.1.4 on page C442

All this information states that Kent Police is responsible for all maintenance and calibration activity of the camera network, and for the overall integrity of the camera network and its operating systems; and runs an evidential back office facility at its premises in Maidstone. This is directly contradictory to the aforementioned statements of Kent Police in FOIA correspondence

This line of questioning is essentially the content of item 37 and item 38 in the Bundle (‘Definitive Evidence of Kent Police Falsehoods’ and ‘Further Validations Regarding Kent Police’s False Statements’)

COMMENT FOR THE GRC HEARING PANEL : *With regards to these proceedings, the GRC hearing panel only needs to determine that the Appellant’s information requests had serious purpose or value. In this regard, these gross inconsistencies between Kent Police’s position and newly-surfaced contracts - which will be part of upcoming proceedings at the Administrative Court - do not require any determination by the GRC. Instead, the GRC is required to realise that the Appellant’s experience and professional background means his instinct regarding the falseness of Kent Police’s statements has now been validated by these contracts. The ICO ought to have properly considered the Appellant’s reasoning and belief with regards to the value of the requested information*

The serious value here is that (a) these October 2024 information requests are going to be part of Administrative Court proceedings between the Appellant and Kent Police that are due to commence soon; and (b) these information requests were important components in validating whether Kent Police was previously being truthful in its FOIA responses (ie. those anonymised badge numbers would identify individuals that will - under questioning as witnesses in a judicial forum - provide clarity on the exact nature and scope of the Kent Police’s activities with regards to the camera network). That means either material for a judicial review, and separately as evidence of a section 77 FOIA offence. Both are serious matters of public interest

The Appellant has previously made a request for a Rule 2(2)(d) panel constitution with appropriate expertise for the hearing, which the Chamber

President has indicated will be the case under the Senior President of Tribunals' Practice Directions. Given that the matters discussed in this Question require a knowledge of contract law, legal operating structure and public law, the Appellant reserves the right to ask about the panel's professional experience and knowledge with regards to those areas. The Appellant does not consider speculation without relevant subject area knowledge to be an appropriate use of his or the tribunal's resources. The Appellant has expressly requested the Chamber President to exercise its discretion under Direction 6 of the Senior President of Tribunals Practice Directions with regards to panel composition at the GRC : as such the Appellant considers this the responsibility of the Chamber President to constitute suitable expertise for this case matter, and not the responsibility of individuals of the hearing panel to determine matters outside of their areas of professional knowledge

QUESTION : ASSISTANCE OFFERED BY THE APPELLANT TO KENT POLICE

FOR : KENT POLICE

Does Kent Police have anything to say with regards to the Appellant's comments on page D567 of formal FOIA correspondence dated 8 October 2024:

'... Again, my goal here is to resolve the problems that I see while giving KP enough time to understand, review and change anything that it may wish to, as well as limit KP's civil liability if there are problems related to poor management and breaches of regulations that have led to people receiving false notices from cameras as well as not being provided crucial information (that is very easily obtainable by KP) for their defence in criminal prosecution cases....'

**QUESTION : APPELLANT FOIA CORRESPONDENCE MISSING FROM SECTION B
OF THE BUNDLE**

FOR : KENT POLICE

Why is the Appellant's FOIA correspondence missing from section B of the final Bundle despite the Appellant's express wishes for its inclusion as original evidence alongside Kent Police's FOIA responses

Details regarding this matter are contained in the Appellant's email to the ICO, as part of formal case correspondence, dated 23 October 2025 entitled 'Section 50 material present though unacceptably compiled'; and the Outstanding Matters schedule dated 25 October 2025

**QUESTION : ADVANCE NOTICE TO THE ICO FROM THE APPELLANT
REGARDING POTENTIAL SECTION 77 FOIA FAILURE BY KENT POLICE**

FOR : ICO

Did the ICO consider the complaint lodged by the Appellant with the ICO in summer 2024 where the Appellant expressed strong discomfort regarding the veracity of Kent Police's previous claim to not hold contract? And stated the steps that the Appellant would be taking to source alternative information and possibly determinative of a section 77 offence

This complaint is shown on pages A192 to A203 of the Bundle; where the Appellant described the intention to submit further requests for alternative information to address the same question

The ICO is asked to pay particular regard to the Appellant's following comments in an email message to the ICO dated 2 September 2024 :

'are you able to keep this email and my comments below on my file (under my name or email address)? I'd like this to be with you and the ico if i encounter any future refusals from KP for information, as well as being more background info for yourself and the ico'

'some of the responses from KP indicate to me that information is being withheld from me by KP or my request is being side-stepped by KP (that is my current opinion) without a valid reason. I am happy to let the issue rest for a while

For example, third-party private companies repair and test speed cameras though KP denies the existence of any contracts between KP and those private companies - there is little way of knowing who is responsible for some duties (like handling and retaining certain types of information like re-testing certificates and monitoring notices from cameras needing repair) unless KP is asked by me to provide a substantial explanation to the topic that i am querying - though my ask may fall outside the FOIA, as you say in your letter (pls see my comment below about the strategy teams)

To illustrate the issue that i see : the most recent responses from KP suggest public funds are being paid to third-party companies without any contracts, terms and conditions and warranties provided (to KP and, by extension, to the public) by those private companies who are repairing and testing equipment (speed cameras). This equipment is used to prosecute people for speeding offences. If a person disagrees with a speeding notice (however minor) then the person has to go to a criminal court : if the court upholds the notice, it is recorded as a conviction. This is unduly stressful for many members of the public. I will put these clarifications into new foi requests on WDTK.'

'I'll send new foi requests to find any alternative recorded information if there are no contracts being retained by the police '

The ICO is asked to pay regard to the ICO officer's response :

'We have noted your comments within your recent email correspondence.'

QUESTION : BURIED SECTION 50 REPRESENTATIONS OF THE APPELLANT

FOR : ICO

Could the ICO provide a full explanation for why the Appellant's section 50 submission materials were deemed acceptable to be buried in the Bundle; in contrast to the ICO's own materials and Kent Police's section 50 representations; a decision by the ICO that was reinforced by its signed Certificate of Compliance submitted to the GRC on 3 October 2025

All details regarding this matter are contained in the Appellant's email to the ICO, as part of formal case correspondence, dated 23 October 2025 entitled 'Section 50 material present though unacceptably compiled'

QUESTION : COMPETENCE AND ADEQUACY OF KNOWLEDGE

FOR : ICO

Does the ICO Case Officer Samantha Bracegirdle have any real professional experience in commercial contract law, mechanical or electrical technology, management or large-scale operating systems? It is noted that Samantha Bracegirdle also chose to add her own embellishment to the narrative of the requests, describing them as 'low value' and 'fishing for information'

She deemed it acceptable to almost identically mirror and amplify Kent Police's section 50 representations in the ICO Decision Notice, whilst (although stating the Appellant's position as a text entry in the Decision Notice) totally ignoring all the substantial reasoning of the Appellant

It is important to know whether ICO case officers are (a) considering all representations appropriately in coming to a conclusion for Decision Notices; and (b) are those same officers making wild statements on subject matter about which they have no real knowledge

QUESTION : NEWLY-SURFACED INFORMATION

FOR : ICO

Could the ICO explain why its representations to the GRC are unchanged from those submitted in June 2025, given that material new evidence contained in items 37 to 42 of the Bundle has been provided in formal proceedings?

Could the ICO explain why it had not made any comment with regards to items 37 to 42 in the Bundle, and simultaneously sought to not attend the hearing, on 28 October 2025?

Author's Note : the Appellant is noting a breach of the public-law duty of candour and misuse of public resources. Once an oversight body knows its decision may be unsound in light of new, material evidence, it has a positive obligation to correct the record. Continuing to defend that decision without addressing the new evidence - asserting its basis without regard to substantial evidence to the contrary - isn't neutrality. It is misleading the tribunal as well as consuming public resources

The ICO has also learnt about the standing of the Appellant during the course of these proceedings : standing that puts the Appellant's work squarely in the public interest. I remind the ICO and the Tribunal about the ICO's reference to the Appellant's information requests as 'low value' and 'fishing for information'

I ask the reader to consider how much information (that is now being shown in the case record) has to have been blindly disregarded by the ICO's representatives (Clare Nicholson, Kate Barrett and Sapna Arora) for the ICO to formally repeat the same statements from its Decision Notice to the GRC in an email dated 28 October 2025, in which it also sought to avoid attending its own hearing. This is the opposite of what the duty of candour requires

The Appellant continues to maintain the dysfunctional conduct of the ICO has continued before and during these proceedings - favouring procedural convenience over substance and adherence to faithful statutory conduct