

Freedom of Information Act 2000 (Section 50)

Decision Notice

Date 30 January 2007

Public Authority: West Midlands Passenger Transport Executive ('Centro')
Address: Centro House
16 Summer Lane
Birmingham
B19 3SD

Summary

1. The complainant submitted a number of requests to the public authority during the period January 2005 to November 2005 about the public authority's financial relationship with four local bus companies. In November 2005 the public authority refused to answer any further requests on this issue from the complainant. The Commissioner has decided that the public authority were correct to refuse to answer the complainant's latest request on the basis that it was vexatious, although the public authority failed to provide a proper refusal notice citing section 14. The Commissioner has also decided that in responding to the complainant's earlier requests the public authority breached section 10 several times by failing to respond to a number of requests within 20 working days. The Commissioner is satisfied that in responding to the requests the public authority provided all of the information covered by the requests, with the exception of one request. However, the Commissioner considers that the public authority could have also refused to answer this request on the basis that it was vexatious and therefore has not ordered the public authority to fulfil the outstanding parts of this request.

The Commissioner's Role

2. The Commissioner's duty is to decide whether a request for information made to a public authority has been dealt with in accordance with the requirements of Part 1 of the Freedom of Information Act 2000 (the "Act"). This Notice sets out his decision.

The Request

3. The complainant submitted a total of 15 requests to the public authority between the dates of 10 January 2005 and 28 November 2005. The details of these requests are included in annex A which is attached to this decision notice.

4. Centro's response to these requests generated a significant volume of correspondence. A schedule of this correspondence is contained within annex B.
5. On a number of occasions the complainant contacted Centro again and complained about the responses he had been provided with in reply to his original requests. A schedule of these complaints is detailed in annex C.
6. Following receipt of the majority of pieces of the correspondence outlined in annex C, the public authority contacted the complainant again in order to respond to his complaints. A schedule of the public authority's responses is included in annex D.
7. It should be noted that some correspondence sent by Centro contained both information provided in response to new requests and Centro's response to complaints raised by the complainant. For the sake of clarity, such pieces of correspondence have not been 'double counted' in several annexes, rather they have simply been included in the most appropriate annex.
8. On the 23 November 2005 Centro informed the complainant that on the basis of the 'detailed responses [Centro has provided] to your request and questions, offers of direct discussion and the time already spent being far in excess of that required to apply an exemption Centro will not enter into further correspondence with you on this matter'.
9. The complainant wrote to Centro again on 28 November 2005 and submitted request number 15. The complainant also wrote to Centro on 30 November, 5 December and 19 December 2005 in order to complain about its handling of his complaints. In a letter dated 21 December 2005 Centro informed the applicant that it was refusing to answer request number 15 for the same reasons contained within its letter of 23 November 2005.

The Investigation

Scope of the case

10. On 20 March 2006 the complainant wrote to the Commissioner to complain about the way his requests for information had been handled. The complainant informed the Commissioner that he did not believe the Act had been correctly applied and asked the Commissioner to make a decision. The complainant submitted several different complaints to the Commissioner relating to a number of the requests in annex A.
11. The Commissioner understood the nature of these complaints to be:
 - (i) regarding request 1, Centro failed to provide all of the information covered by the request within 20 working days

- (ii) regarding request 2, Centro failed to reply within 20 working days and the information supplied did not answer the request
- (iii) regarding request 3, Centro failed to reply within 20 working days and the information supplied did not answer the request
- (iv) regarding request 5, Centro failed to provide the requested information within 20 working days
- (v) regarding request 6, Centro failed to provide the requested information within 20 working days
- (vi) regarding request 8, Centro failed to provide the requested information within 20 working days
- (vii) regarding request 14, Centro failed to provide all of the information covered by the request
- (viii) Centro was incorrect to refuse to answer request 15 for the reasons given.

12. The complainant also raised the following issues that are not addressed in this Notice because they are not requirements of Part 1 of the Act:
13. In his original complaint to the Commissioner, the complainant alleged that Centro had failed to deal with a number of his complaints in line with Centro's own internal complaints processes.
14. The Commissioner notes that how a public authority structures and operates its complaints procedure is covered by the Code of Practice issued under section 45. Failure to adhere to the guidance included in this Code of Practice is not a breach of the Act itself and therefore the Commissioner has not dealt with the complainant's individual complaints about how Centro failed to deal with his complaints in this decision notice.

Chronology

15. Both parties provided the Commissioner with files containing copies of the extensive correspondence that was generated by these requests. This correspondence formed the basis of the Commissioner's investigations into these complaints.
16. During April 2006 and November 2006 the Commissioner felt it necessary to contact both the complainant and Centro on several occasions in order to clarify a number of issues surrounding these complaints.
17. Following a telephone call from a representative of the Commissioner's Office, Centro wrote to the Commissioner on 7 April 2006 and explained why it decided not to enter into any further correspondence with this complainant. The reasons given by Centro were identical to those outlined to the complainant in the letter of

- 23 November 2005, (i.e. those described in paragraph 8). Centro's letter to the Commissioner concluded by stating that this letter 'constitutes a refusal notice under section 14 of the Freedom of Information Act'.
18. On the 31 July 2006 the Commissioner wrote to the public authority and explained a refusal notice should be issued to the complainant, not to the Commissioner. As it appeared that no refusal notice had been provided to the complainant, the Commissioner informed the public authority that it required it to provide the complainant with a refusal notice specifying section 14 as the basis for not responding to request 15.
 19. In a letter dated the 7 August 2006 the public authority wrote to the complainant and explained that its basis for refusing to answer his further requests was that it considered them to be vexatious under section 14. This letter enclosed a refusal notice which was 'back-dated' to 3 November 2005.
 20. On the 12 September 2006, the Commissioner wrote to Centro and asked it if could provide any calculation or breakdown of the time spent answering the complainant's requests. On the 19 September 2006 Centro informed the Commissioner that it estimated that its officers had spent approximately 175 hours answering the requests between 10 January 2005 and 23 November 2005.
 21. On the 19 October 2006 the Commissioner wrote to the complainant in order to seek clarification about which aspects of his request number 14 he considered Centro had failed to answer in its response of 23 November 2005. The complainant contacted the Commissioner on 12 November 2006 and outlined seven questions of request 14 that he considered Centro's response had failed to answer.

Analysis

23. The Commissioner has considered Centro's responses to the complainant's requests. For clarity, the decision notice will deal with each of the complaints in order as identified above by numbers (i) to (viii).

Complaint (i)

24. The complainant submitted request number 1 on 10 January 2005 and asked for details of Centro's 'financial transactions' with four local bus companies. The request specifically asked for 'a schedule of all payments made to each company'. Centro responded on 4 February 2005 and provided the complainant with details of these payments.
25. The complainant has argued that this response did not fulfil his request because it only provided him with details of *payments* made by Centro, and not details of any *reimbursements* made by Centro to the bus companies.

26. The Commissioner sought clarification from Centro as to whether it had considered providing the complaint with both details of the payments *and* reimbursements covered by his request in its response of 4 February. The Commissioner also asked Centro whether it had considered explaining to the complainant in its response of 4 February that further information (i.e. details of reimbursements) were held by Centro and clarifying whether he wanted that information also.
27. Centro explained to the Commissioner that it had interpreted request 1 to be asking for information about subsidised bus services contracts provided to Centro by the four named local bus companies and that the response of 4 February provided this information. Centro explained that at the time of the request 'there was not an assessment of whether or not to release Concessionary Travel Scheme payment information [i.e. the reimbursements].' Centro explained that essentially this was because 'Under the Concessionary Travel Scheme, operators are reimbursed on a financially "no better or worse" arrangement, i.e. there is no financial gain or loss for the operator'.
28. The Commissioner understands Centro's reasoning as to why it did not include details of reimbursements in its response of 4 February. However, the Commissioner is of the opinion that request 1 should have been interpreted as asking for details of both payments and reimbursements because the complainant asked for details of 'all payments' and the Commissioner considers that a reimbursement is a 'payment', albeit one that in this case did not give any financial benefit to the recipient. Consequently, the Commissioner believes that Centro's response of 4 February did not fully answer request 1.
29. Having reviewed the frequent correspondence that followed on from Centro's response of 4 February, the Commissioner understands that the complainant made it clear to Centro that request 1 was in fact for details of both payments made in relation to contracts provided to Centro *and* details of any reimbursements made under the Concessionary Travel Scheme. Centro provided the complaint with details of the reimbursements on 24 May 2005.
30. The Commissioner is satisfied that Centro did not provide all of the information covered by the request 1 until 24 May 2005 and therefore the Commissioner considers that Centro breached section 10 of the Act by not providing a full response to request 1 within 20 working days of the request.

Complaint (ii)

31. The Commissioner has established that the complainant submitted request 2 on 7 February 2005 and that Centro did not provide a response to this request until 4 April 2005, more than 20 working days after request 2 was submitted.
32. Therefore, the Commissioner considers that Centro breached section 10 of the Act by failing to respond to request 2 within 20 working days.
33. In request 2(a) the complainant asked for 'The document issued by Lionspeed Ltd which requested you to assign some or all of the contracts between Lionspeed

Ltd and Centro to any other company or person'. The complainant has alleged that Centro failed to provide him with the document covered by his request.

34. In response to request 2(a) Centro provided the complainant with a letter from Lionspeed Ltd to Centro. Whilst this letter does not fulfil the request 2(a) in terms of explicitly stating, for example, that 'Lionspeed is requesting assignment of contracts', this fact can be clearly inferred from the text of the letter which reads:

'As of the 1 July 2003 the Operators Licence for our business [Lionspeed] will lie with Probus Management Limited...I would be grateful if you could progress the issue [of existing contracts] as soon as possible. I await your advice on what we need to do to allow these to be assigned to Probus.'

35. Therefore, in the Commissioner's opinion the document supplied in response to request 2(a) does fulfil the complainant's request. The Commissioner has established with Centro that it does not hold any further documents, except that already supplied to the complainant, which are covered by request 2(a).
36. In request 2(b) the complainant asked for 'the document issued by any company or person which confirms their agreement to accept the assignment of any or all the contracts between Lionspeed Ltd and Centro'.
37. In response to request 2(b), Centro provided the complainant with a copy of a document entitled 'Novation Agreement' the focus of which is the transfer of contracts between the local bus companies. The complainant has alleged that this document does not fulfil his request 2(b).
38. However, the Commissioner has reviewed this document and is satisfied that it does fulfil request 2(b) because it is clearly a document in which Probus confirms their agreement to accept the assignment of contracts previously agreed between Lionspeed Ltd and Centro.
39. This conclusion is evidenced by the following quote from the Novation Agreement:

'Probus hereby undertakes to perform the Contracts and to be bound by the terms of the Contracts in every way as if Probus were a party to the Contracts in lieu of Lionspeed.'

40. Again, the Commissioner has established with Centro that it does not hold any further documents, except that already supplied to the complainant, which are covered by request 2(b).
41. Therefore, the Commissioner is satisfied that Centro fulfilled its obligations under section 1 of the Act when responding to request number 2 because it communicated to the applicant the information it held covered by his request.

Complaint (iii)

42. The Commissioner has established that the complainant submitted request 3 on 24 February 2005 and that Centro did not provide a response to this request until 4 April 2005, more than 20 working days after request 3 was submitted.
43. Therefore, the Commissioner considers that Centro breached section 10 of the Act by failing to respond to request 3 within 20 working days.
44. In request number 3, the complainant asked for 'a copy of the document within which Centro agrees to transfer or assign contracts between Centro and Lionspeed Ltd to Probus Management Ltd'.
45. In response to this request Centro provided the complainant with a copy of the Novation Agreement (the same document referred to in paragraph 37). The complainant has argued that this document does not fulfil his request because he wanted a copy of the agreement between Probus *Management* Limited and Centro, whereas the agreement provided simply referred to an agreement between Probus Limited and Centro.
46. The Commissioner has reviewed the subsequent correspondence on this issue and notes that the complainant was told by Centro that this was the only document it held which could fulfil the request, therefore confirming that they did not hold an agreement which specifically cited Probus Management Limited.
47. Centro explained to the Commissioner that due to an administrative error made during the drafting of the Novation Agreement, Probus Management Limited is instead referred to as Probus Limited. Centro also confirmed to the Commissioner that Probus Management Limited and Probus Limited are the same company. The Commissioner is therefore satisfied that Centro do not hold a document which confirms an agreement between Probus Management Limited and Centro, only a document which confirms an agreement between Probus Limited and Centro.
48. The Commissioner also notes that in the numerous correspondences between the complainant and the public authority prior to this request, the public authority refers to Probus Management Limited as Probus Limited and simply Probus. In this correspondence, the complainant appears to understand that when the public authority refers to Probus Limited or Probus it is actually referring to Probus Management Limited.
49. Therefore, the Commissioner is satisfied that Centro fulfilled its obligations under section 1 of the Act when responding to request number 3 because it communicated to the applicant the information it held covered by his request.

Complaint (iv)

50. On 7 March 2005 the complainant submitted request 4. Centro informed the complainant on 29 March that it was refusing the request on the basis of the exemption contained within 41 of the Act because it considered that details of the

bank account had been provided in confidence. Consequently, on 31 March 2005 the complainant submitted request 5. The Commissioner has established that Centro did not provide the complainant with a response to request 5 until 31 May 2005, more than 20 working days after the original request. However, the Commissioner understands that the response provided by Centro did fulfil the request 5.

51. Therefore, the Commissioner considers that Centro breached section 10 of the Act by failing to respond to request 5 within 20 working days.

Complaint (v)

52. The Commissioner has established that the complainant submitted request number 6 on 26 May 2005 and that Centro did not respond to this request until 13 July 2005.

53. The complainant has informed the Commissioner that he did not believe that Cento's response of 13 July adequately fulfilled request 6 because he had specifically asked for details of payments with reference to 'calendar periods' whereas the Cento's reply of 13 July referred to 'period details'.

54. The Commissioner has considered Centro's response of 13 July and accepts that this response did not fulfil request 6. Request 6 clearly asked for the 'calendar periods' which the reimbursements related to. The Commissioner understands that by calendar periods the complainant meant specific dates, for example, 1 April 2003 to 7 April 2003. However, Centro's response of 13 July only supplied details of the reimbursements with reference to 'period details', i.e. 'month 1, week 1'.

55. Following further correspondence in which the complainant clarified request 6, Centro provided him with details of the reimbursements with reference to calendar periods on 15 August 2005.

56. Therefore, the Commissioner considers that Centro breached section 10 of the Act because its initial response of 13 July 2005 was sent 20 working days after the request, and clearly Centro's further response of 15 August 2005 was also sent after the 20 working day limit.

Complaint (vi)

57. The Commissioner has established that the complainant submitted requests number 8 and 9 on the 13 June 2005 and that Centro did not provide the information until 15 August 2005, outside of the 20 working day period stipulated by the Act.

58. Therefore, the Commissioner considers that Centro breached section 10 of the Act by failing to respond to requests 8 and 9 within 20 working days.

Complaint (vii)

59. The complainant alleged that Centro's letter of 23 November 2005 did not provide an acceptable response to all of his questions contained within request number 14. The Commissioner sought clarification from the complainant about exactly what aspects of Centro's response he was dissatisfied with. (see paragraph 21)
60. In his response of 12 November 2006 the complainant explained that he considered that questions (a), (b), (e), (f), (h), (i) and (m) of request 14 were not fulfilled by Centro.
61. The Commissioner has considered the complainant's arguments on this issue and accepts that a number of the questions identified in the previous paragraph were not fully answered by Centro in its letter of 23 November.
62. However, the Commissioner has decided not to use this decision notice to order Centro to fulfil these outstanding points. This is because, although Centro decided to provide the complainant with a response to request 14, the Commissioner believes that Centro could have correctly refused to answer request 14 on the basis that it was vexatious.
63. The Commissioner's believes that request 14 is vexatious for the same reasons that he considers that request 15 can be considered vexatious (i.e. the arguments outlined in paragraphs 66 to 83). The Commissioner accepts that his reasoning for accepting request 15 as vexatious is grounded in the fact that it was the *culmination* of a pattern of requests that could be accurately described as obsessive and manifestly unreasonable and that it was this *pattern* of requests that imposed a significant burden on Centro and had the affect of harassing the public authority.
64. However, the Commissioner considers that this cumulative effect and pattern of behaviour which supports the application of section 14, can also be drawn from requests 1 to 13. Therefore, the Commissioner considers that there is sufficient evidence provided by requests 1 to 13 to conclude that request 14 is vexatious.

Complaint (viii)

65. The Commissioner has investigated whether Centro were correct to refuse to answer request 15 on the basis that it was vexatious under section 14 of the Act. In considering the application of section 14, the Commissioner has also analysed whether Centro complied with its obligations outlined in section 17.

Section 14

66. Section 14(1) provides that –

“Section 1(1) does not oblige a public authority to comply with a request for information if the request is vexatious”.

67. The Commissioner has produced awareness guidance 22 as a tool to assist in the consideration of what constitutes a vexatious request.
68. In line with the above guidance, the Commissioner's general approach was to consider whether the public authority had clearly demonstrated whether the request, which was the latest in a series of requests, would impose a significant burden and:
- clearly does not have any serious purpose or value
 - is designed to cause disruption and annoyance
 - has the effect of harassing the public authority
 - can otherwise be fairly characterised as obsessive or manifestly unreasonable.

Significant burden

69. Centro has argued that it had spent considerable officer time in retrieving and assessing information in order to respond to the complainant's earlier requests. Centro has explained that replying to the complainant's earlier requests generated an extensive and detailed correspondence. Therefore, Centro argued that any continued correspondence from the complainant, including the request 15, would impose an unreasonable burden its resources.
70. The Commissioner considers that although it may not have been the explicit intention of the complainant, a significant and unreasonable burden was imposed on Centro by the requests. The volume of correspondence received by the public authority containing requests, and follow up questions on the same theme, would have clearly taken a significant length of time, and both financial and human resources, for Centro to deal with. Centro estimates that it had spent 175 hours dealing with the complainant's requests.
71. In total, the complainant submitted a total of 15 separate requests to the public authority. However, the Commissioner has noted that many of these requests contained numerous separate requests for information. For example, request number 14 actually contained 19 separate requests.
72. Having reviewed the correspondence, the Commissioner is satisfied that replying to the complainant's request 15, would have imposed significant and unreasonable burden on the public authority.

Purpose or value/disruption and annoyance

73. The Commissioner has noted that the public authority did not argue that the complainant's requests lacked a clear purpose or value. Neither did the public authority suggest to the Commissioner that the request was expressly designed to cause disruption or annoyance. Having reviewed the correspondence the Commissioner is satisfied that the complainant clearly had a genuine interest in the financial relationship between Centro and the bus companies in question and therefore his request had a genuine purpose and/or value. Consequently, the

Commissioner is also satisfied that the complainant did not deliberately submit request 15 to create any disruption or annoyance to Centro.

74. However, given the volume, frequency and detailed nature of the complainant's previous requests, the Commissioner considers that request 15 could have had the effect of frustrating or annoying Centro, and such an effect could have provided further justification for the application of section 14 to request 15.

Harassment

75. Furthermore, the complainant's request of 28 November, when taken as the culmination of his previous requests relating to the same issue (i.e. the public authority's transactions with four local bus companies) could be viewed as harassing the public authority, albeit unintentionally.
76. When considering whether request 15 could be seen as harassment, the Commissioner considered the fact that the public authority had informed the complainant on the 23 November that it did not intend to enter into any further correspondence with the complainant. However, the complainant chose to submit request 15 on 28 November, and continued to send correspondence to Centro on 30 November, 5 December and 19 December.
77. The Commissioner also considered the frequency and volume of the complainant's earlier correspondence to the public authority. In total, including requests, complainants and chaser letters, the complainant wrote to the public authority 50 times between January and December 2005. This level of correspondence generated 26 replies from the public authority.
78. The Commissioner is satisfied that, even though it may not have been the complainant's intention, the request of 28 November, when taken with earlier requests, did have the effect of harassing the public authority.

Obsessive or manifestly unreasonable

79. With regard to obsessive or manifestly unreasonable requests, the Commissioner's awareness guidance suggests that:

'It will be easier to identify such requests when there has been frequent prior contact with requester or the request otherwise forms part of a pattern, for instance when the same individual submits successive requests for information. Although such requests may not be repeated in the sense that they are requests for the same information, taken together they may form evidence of a pattern of obsessive requests so that an authority may reasonably regard the most recent as vexatious.'

80. The requests submitted by this complainant all focused on the same subject area, namely the public authority's financial relationship with four local bus companies. The Commissioner accepts that although the requests are not repeated in the sense that they are requests for exactly the same information, the requests,

including the request of 28 November, do relate to the same specific line of enquiry.

81. The Commissioner recognises the value of the Act to applicants in allowing subsequent requests to public authorities in order to clarify information previously released. In analysing the use of section 14 in this case the Commissioner has considered the pattern and nature of the requests submitted to this public authority by this complainant.
82. Initially, the complainants' early requests (e.g. 1, 2 and 3) sought specific recorded information from Centro. However, as the complainant continued to submit further requests to Centro the nature of these requests changed from seeking specific recorded information into seeking clarifications, justifications, and answers to general questions (e.g. all questions contained within request 12 and questions (f) and (i) contained within request 14). Furthermore, the Commissioner believes that there is a clear pattern of the complainant using the answer to one request as the starting point for a further request. Consequently, the Commissioner considers that it is reasonable to conclude that whatever answer Centro provided in response to a request, this would result in the complainant submitting further requests. The Commissioner considers that this pattern of behaviour can correctly be described as obsessively requesting further information.
83. Therefore, the Commissioner is satisfied that request 15 can be considered, by a reasonable person, to be obsessive or manifestly unreasonable.

Section 17

84. Section 17(5) and 17(7) state the requirements of a Refusal Notice when section 14 is relied upon. The Notice must be provided to the applicant within 20 working days and state that the public authority is relying on section 14 as a basis for refusing the request.
85. The Commissioner has established that Centro failed to cite section 14 in its letter of 21 December 2005 as a reason for not responding to request 15. The Commissioner therefore considers that Centro breached section 17 of the Act in handling request 15.

The Decision

86. The Commissioner's decision is that the public authority dealt with the following elements of the request in accordance with the requirements of the Act:
87. The Commissioner has concluded that Centro fulfilled its duty under section 1 of the Act by providing the information it held in relation to requests 2 and 3.

88. The Commissioner has concluded that Centro were entitled to refuse to answer request 15 on the basis that the request was vexatious under section 14 of the Act.
89. However, the Commissioner has also decided that the following elements of the request were not dealt with in accordance with the Act:
90. The Commissioner has concluded that in responding to request 14 Centro failed to fulfil all aspects of the request. However, for the reasons outlined in paragraphs 59 to 64, the Commissioner does not require Centro to answer the outstanding questions as he considers that Centro were not obliged to comply with the request by virtue of section 14.
91. The Commissioner has concluded that in handling requests 1, 2, 3, 5, 6, 8 and 9 Centro failed to respond to the complainant within 20 working days of each request and therefore committed seven separate breaches of section 10 of the Act.
92. The Commissioner has concluded that Centro breached section 17 when it initially failed to provide the complainant with a refusal notice citing section 14 as the basis for refusing to answer request 15.

Steps Required

93. The Commissioner requires no steps to be taken.

Right of Appeal

94. Either party has the right to appeal against this Decision Notice to the Information Tribunal. Information about the appeals process may be obtained from:

Information Tribunal
Arnhem House Support Centre
PO Box 6987
Leicester
LE1 6ZX

Tel: 0845 600 0877
Fax: 0116 249 4253
Email: informationtribunal@dca.gsi.gov.uk

Any Notice of Appeal should be served on the Tribunal within 28 calendar days of the date on which this Decision Notice is served.

Dated the 30 day of January 2007

Signed

**Graham Smith
Deputy Commissioner**

**Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF**

Annex A

The complaint submitted 15 requests in total to Centro. The details of these requests are listed below, along with the date each request was submitted.

Request 1 (Submitted 10 January 2005)

'The documents and information, detailed below, concerning your financial transactions with the following companies:

Lionspeed Ltd
Probus Management Ltd
Britannia Travel
North Warwickshire Travel Ltd

These companies may be known to you by the trading names: Pete's Travel, Britannia Travel.

For the period 30 September 2002 until 30 September 2003:

- (a) Copies of all contracts between Centro and these companies.
- (b) The dates when the contracts were terminated.
- (c) For any contracts which were assigned, the name of the assignee and the date of the transfer.
- (d) A schedule of all payments made to each company including the date and value of each payment.
- (e) A brief description of the nature of the goods and services covered by each payment including details of when the goods and services were provided.
- (f) The amount that Centro owed each company 8 July 2003.
- (g) The value of any goods and services provided by these companies for which you made payment to a company other than the provider of the goods or services.

For North Warkwickshire Travel Ltd Only:

- (h) The amount and date of any payment which you have made to this company since 1 April 1998.'

Request 2 (Submitted 7 February 2005)

- (a) 'The document issued by Lionspeed Ltd which requested you to assign some or all of the contracts between Lionspeed Ltd and Centro to any other company or person.

(b) The document issued by any company or person which confirms their agreement to accept the assignment of any or all the contracts between Lionspeed Ltd and Centro'.

Request 3 (Submitted 24 February 2005)

(a) 'Please provide me to a copy of the document within which Centro agrees to transfer or assign contracts between Centro and Lionspeed Ltd to Probus Management Ltd'.

Request 4 (Submitted 7 March 2005)

(a) 'Please inform me of the date when the amount of £87,558.25 which Centro owed to Lionspeed Limited at 8 July 2003 was paid to Lionspeed Limited together with the name of the bank account and the address of the Bank to which the money was paid'.

Request 5 (Submitted 31 March 2005)

(a) 'Please inform me of the date when the amount of £87, 558.25 which Centro owed to Lionspeed Limited at 8 July 2003 was paid to Lionspeed Limited. In the event that you find that this money was paid to a company or person other than Lionspeed Ltd please identify that company or person by name'.

Request 6 (Submitted 26 May 2005)

'I thank you for your letter dated 24 May 2005 and Annex A attached thereto.

Unfortunately, you have failed to include details of the exact calendar period when the concessionary travel scheme reimbursements were accrued for each payment.

Please forward this information by return to complete your response.

Additionally, please confirm that the list of payments of the reimbursements to Lionspeed Limited is complete and that each of the payments have been made directly to Lionspeed Limited'.

Request 7 (Submitted 1 June 2005)

(a) 'A complete copy of a letter, dated 19 June 2003, from Lionspeed Ltd (Trading as Pete's Travel) addressed to Stephen Rhodes, Centro, Centro House, 16 Summer Lane, Birmingham B19 3SD.'

Request 8 (Submitted 13 June 2005)

(a) 'For the payments made to Lionspeed Limited as detailed in annex C attached to your letter dated 4 April 2005, the exact calendar period when the services were provided for each payment made by Centro to Lionspeed Limited'.

Request 9(Submitted 13 June 2005)

(a) 'For the payments made to Probus Management Limited, as detailed in annex attached to your letter dated 4 April 2005, the exact calendar period when the services were provided for each payment made by Centro to Probus Management Limited'.

Request 10 (Submitted 30 August 2005)

'In a letter dated 15 August 2005 you have informed me that:

"I confirm that for the period 25 May 2003 and 8 July 2003 no balance payment was made"

Please let me know:

- (a) The value of the balance payment(s) for this period.
- (b) Why the balance payments have not been paid to the Administrator of Lionspeed Limited'.

Request 11 (Submitted 6 September 2005)

'In a letter dated 2 March 2005, I was informed by Centro that "Centro owed Lionspeed Ltd £87,558,25 at 8 July 2003".

- (a) Please confirm that this statement is correct.

In Annex B, attached to a letter dated 3 March 2005, it is stated that a payment was made by Centro to Lionspeed Ltd, during July 2003, value of £124,221.00. In Annex C, attached to a letter dated 4 April 2005, I am informed that an identical payment of £124,221.00 was made on 13 June 2003.

Please let me know;

- (b) Whether or not two identical payments were made to Lionspeed Ltd.
- (c) If there were two identical payments, the exact calendar date of the payment in July 2003.
- (d) If there was only one payment of £124,221.00 please confirm the exact calendar date of the payment and explain to me why the payment has been reported to me as having been paid to Lionspeed Ltd on 13 June 2003 and during July 2003.'

Request 12 (Submitted 9 September 2005)

(a) 'Why para 10 of the Agreement [a document previously supplied to the complaint on 4 February 2005] was not applied to prevent the assignment of the contracts held by Lionspeed Ltd to Probus Management Ltd.

(b) Why para 14 (a) of the Agreement was not applied, once Lionspeed Ltd became insolvent, to prevent the assignment of the contracts held by Lionspeed Ltd to Probus Management Ltd.

(c) Why, when Centro was first approached by Lionspeed Ltd to request Centro to assign its' contracts to Probus Management Limited, Centro did not invite other contractors to tender for the contracts held by Lionspeed Ltd which Lionspeed Ltd was unable to fulfil because it was insolvent.

(d) Why Centro allowed the contracts held by Lionspeed Ltd to be assigned Probus Management Ltd when the copy of the Novation Agreement, dated 1 July 2003, is evidence of an Agreement between West Midlands Passenger Transport Executive and Probus Limited for the assignment of the contracts held by Lionspeed Limited.'

Request 13 (Submitted 9 September 2005)

(a) 'I request you to provide a detailed breakdown of the payments to Lionspeed Ltd, 10 July 2003, £40,845 and Probus 11 August 2003, £41,055 (as detailed in Annex C). Your reply should include the nature of the services which were provided for each payment and the calendar dates when the services were provided,

(b) I believe that during the period 10 August 2001 until 28 June 2002, Centro may have paid an amount totalling £152,876.49 to Lionspeed Limited for school passes or bus services provided for schoolchildren.

(c) I request you to let me know whether or not any similar arrangement occurred during the period 30 September 2002 to 30 September 2003.

(d) In a letter dated 2 March 2005 I was informed by Centro that "Centro owed Lionspeed Ltd £87,558.25 at 8 July 2003".

(e) I request you to let me know how this amount was calculated including the amount owed for subsidised bus services contracts with the number of each contract and the calendar period when the indebtedness accrued for each contract together with the amount owed for Concessionary Fares Subsidies or Rebates including the calendar period when the indebtedness accrued.'

Request 14 (Submitted 19 October 2005)

(a) Please let me know whether or not the payment made to Robson Rhodes, £99,282.36, was for the amounts due to Lionspeed Limited for the period 25 May 2003 and 8 July 2003.

(b) If the payment made to Robson Rhodes, £99,282.36, was not to settle amounts due to Lionspeed Ltd for the period May 2003 and 8 July 2003, please let me know the calendar period when this amount was earned by Lionspeed Ltd.

(c) Please let me know why it was not paid Robson Rhodes until 22 December 2003.

(d) Please provide to me copies of all correspondence between Centro and RSM Robson Rhodes and or Robson Rhodes concerning Lionspeed Ltd, Probus Management Ltd and Probus Ltd.

(e) In the event that the payment was for the amounts due to Lionspeed Ltd which had accrued during the period 25 May 2003 to 8 July 2003, please let me know how this amount is represented in para 6 of a letter dated 2 March, signed by Mr Trevor Robinson – Resources Director, Centro.

(f) In the event that the payment was for the amounts accrued by Lionspeed Ltd for the period 25 May 2003 to 8 July 2003, please let me know why you informed me, in your letter dated 15 August 2005, that “I confirm that for the period 25 May 2003 to 8 July 2003 no balance payment was made”.

(g) Please let me know why Centro paid to Probus Management the portion of this payment which was due to Lionspeed Ltd for the period 26 June 2003 to 9 July 2003.

(h) Please provide details of the transactions to which you refer to in your letter [dated 30 September 2005] which occurred during the period between 30 September 2002 and 30 September 2003.

(i) Please explain to me why you have failed to previously disclose this information to me in reply to my request dated 10 January 2005.

I note your explanation contained in your letter dated 30 September 2005 that “there was an error on the information previously supplied”.

(j) Please let me know whether or not any other of your responses to my requests for information include any errors.

(k) The figure of £87,558.23 is the amount you confirmed to me as representing the amount owed to Lionspeed Ltd at 8 July 2003. Please send me a copy of your calculations for this amount.

(l) Please inform me of the date when the amount of £87,558.25 which Centro owed to Lionspeed Ltd on 8 July 2003 was paid to Lionspeed Limited.

(m) Please let me know the name of the requesting bus operators and dates of the “previous requests to assign tendered bus contracts” to which you refer [to in your letter of 30 September 2005].

(n) Please indicate to me the exact part of the letter dated 19 June 2003 which contains the details of the “corporate restructuring of Lionspeed”.

(o) Please let me know why, when Centro became aware of “any bankruptcy or insolvency issue”, Centro continued to allow Probus Management Ltd to operate the services and benefit from the contracts which were previously held by Lionspeed Ltd.

(p) Please send to me a copy of the minutes of the meeting between Centro and Lionspeed held on 18 June 2003.

(q) Please send me a copy of the minutes of the meeting of Centro's Bus Services Tender Committee held on 24 June 2003.

(r) Please send me a copy of the Novation Agreement between West Midland Passenger Transport Executive and Probus Management Ltd to which you refer where you write "Centro authorised the assignment of contracts between the parties with the Novation Agreement being evidence of this".

Request 15 (Submitted 28 November 2005)

Please clarify the following points from your letter of 23 November 2005:

(a) With reference to paragraph 7, please let me know to which letter you refer.

(b) With reference to paragraph 8, please let me know the amount and date of the payment to which you refer.

(c) With reference to paragraph 9, please let me know which document that you have previously sent to me is the information which will enable me to identify specifically the individual payments, made by Centro during the period 30 September 2002 to 30 September 2003, to Lionspeed Ltd and Probus Management Ltd for school related services.

(d) With reference to paragraph 18, please let me know where in the Novation Agreement which you have already supplied there is a reference to the assignment of the contracts held by Lionspeed Ltd to Probus Management Ltd. The only Novation Agreement which you have so far provided to me is evidence of an Agreement between Centro and Probus Ltd.

Annex B

Centro wrote to the complainant in response to his requests (listed in annex A) on the following dates:

17 January 2005
19 January 2005
4 February 2005
16 March 2005
29 March 2005
30 March 2005
4 May 2005
24 May 2005
13 June 2005
21 June 2005
13 July 2005
18 July 2005 (2 separate letters)
15 August 2005
30 September 2005
25 October 2005
23 November 2005
21 December 2005

Annex C

The complainant wrote to Centro on the following dates to complain about the responses contained within Centro's letters listed in annex B:

20 January 2005
3 February 2005
7 February 2005
21 February 2005
7 March 2005 (2 separate letters)
17 March 2005
22 March 2005
31 March 2005
14 April 2005
15 April 2005
18 April 2005
6 May 2005 (2 separate letters)
9 May 2005 (2 separate letters)
27 May (3 separate letters)
13 June 2005
27 June 2005
11 July 2005
15 July 2005 (3 separate letters)
25 July 2005
3 August 2005
21 September 2005
14 October 2005 (2 separate letters)
22 November 2005 (2 separate letters)
30 November 2005
5 December 2005
19 December 2005

Annex D

Centro replied on the dates listed below following receipt of the complaints listed in annex C:

7 February 2005
14 February 2005
16 March 2005
4 April 2005
24 May 2005
31 May 2005
20 June 2005
1 December 2005

Legal Annex

General Right of Access

Section 1(1) provides 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.”

Time for Compliance

Section 10(1) provides that –

“Subject to subsections (2) and (3), a public authority must comply with section 1(1) promptly and in any event not later than the twentieth working day following the date of receipt.”

Vexatious or Repeated Requests

Section 14(1) provides that –

“Section 1(1) does not oblige a public authority to comply with a request for information if the request is vexatious”

Section 14(2) provides that –

“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 a previous request and the making of the current request.”

Refusal of Request

Section 17(1) provides that -

“A public authority which ... is to any extent relying:

- on a claim that any provision of Part II relating to the duty to confirm or deny is relevant to the request, or
- on a claim that information is exempt information

must, within the time for complying with section 1(1), give the applicant a notice which –

(a) states that fact,

(b) specifies the exemption in question, and

- (c) states (if that would not otherwise be apparent) why the exemption applies.”

Section 17(5) provides that-

“A public authority which, in relation to any request for information, is relying on a claim that section 12 or 14 applies must, within the time for complying with section 1(1), give the applicant a notice stating that fact.”

Section 17(7) provides that –

“A notice under subsection (1), (3) or (5) must –

- (a) contain particulars of any procedure provided by the public authority for dealing with complaints about the handling of requests for information or state that the authority does not provide such a procedure, and
- (b) contain particulars of the right conferred by section 50.