

25 August 2016

Grace Haden  
fyi-request-4136-d49736dd@requests.fyi.org.nz

Dear Grace

**Local Government Official Information and Meetings Act 1987**

**CAS-355595-Y8W0P2**

Thank you for contacting Auckland Transport on 26 July 2016 requesting further information relating to the SkyBus service and our response to your previous LGOIMA request lodged under reference CAS-319513-D1R6J5.

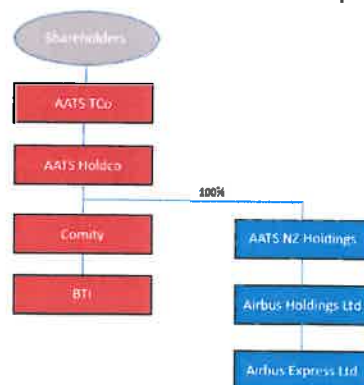
Our response to your request for information is as follows:

1. **There can be no MOU with sky bus as Sky bus is an undefined trading name . the Mou does not contain the word sky bus . please correct the LGOIMA response**

Auckland Transport can confirm that the MoU was entered into with Auckland Airbus Limited. This agreement has been through a number of ownership changes and now sits with the Skybus holding company. Each transaction required full AT agreement and the terms and conditions of the MoU has been agreed by each owner. Therefore, the current MoU and terms and conditions apply. Auckland Transport are not required to amend the MoU to reflect the name SkyBus as they operate under the same terms and conditions. The below figure gives more detail of the Skybus company structure.



**Corporate Structure**



**2. Please provide the evidence which you rely on that " sky bus" is an exempt service under the land transport management act**

Please see documents in Attachment 2 below that confirm the original exempt service under s130(2) of the LTMA

For clarity of the LTMA please note"

S153 (1) (b) applies as:

- (i) (A) At 30 June 2011 the Airbus service was registered as a commercial bus service;
- (B) Airbus did not (and do not) offer fares set by Auckland Transport

As per S153 (2) A public transport service to which this section applies is to be treated as an exempt service that has been registered under S136.

**3. the Mou which has been provided is not dated and not signed , neither is it with " sky bus" please provide a copy of a valid MOU**

The Signed MoU is identical to the one provided. What was provided was in a searchable PDF format for your ease. A copy of the scanned and signed MoU is attached.

As noted above and in the previous response, Skybus purchased AAL and the obligations of the MoU fall on Skybus.

As background the MoU was entered into with Auckland Airbus Limited. This agreement was later novated to Johnston's Coachlines who subsequently sold AAL to the Skybus holding company. Each transaction required full AT agreement and the terms and conditions of the MoU passed from owner to owner.

**4. How does AT communicate and co ordinate with sky bus is it does not exist or defined , please advise who you are communicating with and coordinating with and when was the last time this was done.**

AT communicate with Skybus through many channels including phone, email and mail. As the legal entity we have the MoU with is AAL then legally we communicate with them each time, however the address of any correspondence is with Skybus, or whatever name they wish to be called. This is not unusual and is common in any business.

We communicate regularly with:

- Skybus Directors (Adam Begg and Michael Sowards)
- Skybus Operations Manager (Warren Fowler)
- Skybus Auckland General Manager (Nathan Hooker)
- Skybus supervisors and support staff

**5. please provide a copy of the monitoring reports done for the period 1 June to 14 June 2016**

There is no monitoring report for the specific period asked for, however we attach the monitoring report for June 2016 for your information. Please note we have not included the patronage figures or the complaint ratios for the month (knowing the ratio would allow a simple calculation

to determine patronage figures. This information has been withheld under section 7(2)(b)(ii) as withholding the information is necessary to protect the information where the making it available would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information. We have however included their total number of complaints for the month as shown in the table below.

Number of Complaints

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	-	-	-	-	-	1	13	16	15	17	26	27
2015	30	10	21	21	12	4	14	18	17	19	21	6
2016	10	15	14	18	9	19	8	-	-	-	-	-

6. You say the consequences of breaching the agreement is termination, I wish to point out that the web site skybus.co.nz is shown as being owned by SkyBus Coach Services, Lauren, Hammond. there appears to be nothing at all connecting the MOU with the people who appear to run Sky bus. What evidence does AT have that shows that the company which allegedly holds the MOU operates the services or subcontracts.

We do not expect the detail of the MoU to be present on the skybus.co.nz website, just as it is not available on the Auckland Transport website. As outlined in item 3 above, the change of ownership is clear, and the MoU with AAL is valid and is operated under the Skybus brand.

7. please provide a copy of the MOU so that the director of airbus Auckland can be identified and it can be ascertained if that person was indeed a director and capable of signing the document on his own.

The signed copy is in Attachment 1 below.

8. you state " Airbus Auckland Limited (owned by SkyBus)" please provide evidence of this

Ownership and control of AAL holdings and Skybus is also included in question 1 above.

9. Getting to the airport is crucial, terms of carriage cannot apply when no one was carried. please provide the evidence which you rely on for your response that "Liability (if any) would be between SkyBus and the passenger and limited by the SkyBus terms of carriage"

You make a valid point. In an event that someone did not make their flight due to a bus issue, the incident should be brought to the attention of Skybus in the first instance. We understand they would take such an event very seriously and make efforts to rectify this if at all possible. Regardless of this, we recommend that any customer puts sufficient contingency in their travel plans to ensure that unexpected delays (from whatever source) do not put their travel plans at risk.

10. The MOU does not contain the words Skybus, How is the public to know that skybus is the trading name for aal holdings limited, please provide evidence that AT has verified that skybus.co.nz is the web site of the person holding the MOU.

Correct – the MoU does not contain the words Skybus. The documents mentioned above demonstrate that Skybus is the brand name of the entity that hold the MoU. Their website provides customer information for their brand including timetable and ticketing options. Given the buses are branded Skybus it makes absolute sense for the website to also be branded Skybus.

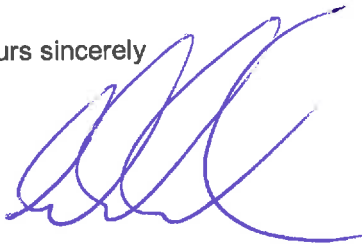
- 11. In this instance travel was well outside peak times there was no issue with traffic the bus simply did not show If AT cant even get the name right of the person providing the service then please advise how AT can possibly monitor the service.**

We are unclear what “this instance is” as no mention of any specific trip has been made. Both LGOIMA requests appear to indicate that someone has missed a flight as a result of an alleged missed bus, however at no time has such a claim been made to AT (nor Skybus). You have referred to a timeframe in your question 5, are we to assume that a trip or trips were missed at some point during this time. If so please can you be very specific about that timeframe, and make your claim directly with Skybus.

We trust the above information has addressed the matters raised however, should you believe that we have not responded appropriately to your request, you have the right in accordance with section 27(3) of the LGOIMA to make a complaint to the Office of the Ombudsman to seek an investigation and review in regard to this matter.

If you have any further queries, please contact me on (09) 355 3553 during business hours, quoting Local Government Official Information request number CAS-355595-Y8W0P2.

Yours sincerely



Peter Paton  
**Customer Experience Manager**

Enclosures: Attachment 1 – Signed Memorandum of Understanding  
Attachment 2 - Historic Registration Documentation