STATUTORY INSTRUMENTS

1986 No. 1676

TRANSPORT

The Greater Manchester Passenger Transport Executive (Exclusion of Co-operation Requirements) Order 1986

Made - - -	*26th September* 1986
Laid before Parliament	*3rd October* 1986
Coming into Operation	*25th October* 1986

Whereas on the 6th day of January 1986 the Secretary of State gave to the Greater Manchester Passenger Transport Executive a direction under subsection (3) of section 59 of the Transport Act 1985(**a**):

Now, therefore, the Secretary of State, in exercise of the powers conferred by section 60(2) and (4) of that Act and of all other enabling powers, hereby makes the following Order:—

Citation, commencement and interpretation

1. This Order may be cited as the Greater Manchester Passenger Transport Executive (Exclusion of Co-operation Requirements) Order 1986 and shall come into operation on 25th October 1986.

2.— (1) In this Order—

"the 1968 Act" means the Transport Act 1968(**b**);

"the Executive" means the Greater Manchester Passenger Transport Executive;

"the relevant agreements" means the agreements brief particulars of which are set out in the First Schedule to this Order.

(2) Any reference to a relevant agreement shall be construed as a reference to that agreement in the form in which it is on the day on which this Order comes into operation.

Exclusion of co-operation requirements

3. On 26th October 1986 the Executive shall cease to be under the duty imposed by section 24(2) of the 1968 Act (duty to co-operate with the National

(**a**) 1985 c. 67.

(**b**) 1968 c. 73.

Bus Company and the Scottish Transport Group and to enter into agreements for that purpose).

Termination of agreements

4.— (1) The relevant agreements (which are agreements under section 24(2) of the 1968 Act to which the Executive are a party) shall, subject to the provisions of this Order, be determined at the end of 25th October 1986.

(2) The provisions of the Second Schedule to this Order shall have effect as the terms on which the relevant agreements shall be determined.

John Moore,
Secretary of State for Transport.

26th September 1986.

Article 2 THE FIRST SCHEDULE

The relevant agreements

1. Agreement dated 30th December 1974 relating to the operation of public service vehicles within the area of operation of the Executive and made between the Executive (1) Lancashire United Transport Limited (2) Crosville Motor Services Limited, Ribble Motor Services, Trent Motor Traction Company Limited and National Travel (North West) Limited (3).

2. Agreement dated 1st January 1978, supplemental to the agreement described in paragraph 1 of this Schedule, and made between the Executive (1) Lancashire United Transport Limited (2) Crosville Motor Services Limited, Ribble Motor Services Limited, Trent Motor Traction Company Limited and National Travel (West) Limited (3) and Potteries Motor Traction Company Limited (4).

Article 4(2) THE SECOND SCHEDULE

Terms on which the relevant agreements shall be determined

1. In this Schedule—

"determination day" means the day on which the relevant agreements are determined in accordance with article 4(1) of this Order;

"party" means a person who is a party to a relevant agreement;

"principal agreement" means the agreement brief particulars of which are set out in paragraph 1 of the First Schedule to this Order;

"settlement period" means the period of six months commencing on the day immediately following the determination day;

2. The relevant agreements shall be determined pursuant to this Order as if, subject to the provisions of this Order, they were being determined by agreement of the parties and, in relation to the principal agreement, as if notice had been given in accordance with clause 16 of that agreement.

3. After the determination day paragraphs *(c)* and *(d)* of clause 2 of the principal agreement shall be of no further force and effect.

4. For the purposes of the application of clause 11 of the principal agreement, the parties shall be deemed not to have become entitled to any rights nor subject to any liabilities under or in consequence of paragraph 1 of Schedule III of that agreement.

5. The rights of the Executive under clause 15 of the principal agreement shall, on the expiry of the settlement period, cease and be of no further effect.

6. Any dispute or difference which has, prior to the determination day, been referred to arbitration under clause 18 of the principal agreement shall be resolved in accordance with that clause notwithstanding the determination of that agreement by this Order.

7.— (1) This paragraph applies to any dispute or difference arising between the parties out of the relevant agreement which has not, prior to the determination day, been referred to arbitration under clause 18 of the principal agreement.

(2)*(a)* Any dispute or difference to which this paragraph applies may be resolved by agreement between the parties (or between such of the parties as have an interest in the particular dispute or difference) before the expiry of the settlement period.

(b) Any such dispute or difference not so resolved shall forthwith after the expiry of the settlement period be referred to arbitration as if, subject to sub-paragraph (3) of this paragraph, it were a dispute or difference to which clause 18 of the principal agreement had applied.

(c) Paragraph 6 of this Schedule shall have effect in relation to any such dispute or difference as it has effect in relation to any dispute or difference referred to arbitration prior to the determination day.

(3) In relation to any dispute or difference referred to arbitration under sub-paragraph (2) of this paragraph, clause 18 of the principal agreement shall be read as if for the words "the Chairman for the time being of the Traffic Commissioners for the North Western Traffic Area" there were substituted the words "agreed by the parties or (in default of agreement) nominated by the President for the time being of the Chartered Institute of Public Finance and Accountancy".

8. Subject to the preceding provisions of this Schedule—

(a) the determination of a relevant agreement by this Order shall not

affect any right or liability of a party which was vested in or attached to that party prior to the determination day; and

(b) any provision of a relevant agreement which may have effect on or after the determination of the agreement shall have effect in accordance with its terms and as if the relevant agreement had been determined in accordance with its provisions and not by this Order.

EXPLANATORY NOTE

(This Note is not part of the Order.)

This Order provides (article 3) that on 26th October 1986 the Greater Manchester Passenger Transport Executive ("the Executive") are to cease to be under the duty imposed by section 24(2) of the Transport Act 1968, to co-operate as to the provision of bus services in their area with the National Bus Company and the Scottish Transport Group and to enter into agreements for that purpose. The Order further provides (article 4) for the agreements made under section 24(2) of the 1968 Act to which the Executive are a party (called "relevant agreements" in the Order, and enumerated in the First Schedule) to be terminated at the end of 25th October 1986. The terms on which the agreements are terminated are set out in the Second Schedule.

SI 1986/1676
ISBN 0-11-067676-9

