CHAPTER xxxix.

An Act to authorise agreements between the Portsmouth Corporation and Southdown Motor Services Limited for the provision and working in co-ordination of passenger road transport by the said Corporation and the said company to empower the said Corporation to borrow money and for other purposes.

[26th July 1946.]

WHEREAS the city of Portsmouth (hereinafter referred to as "the City") is a county borough under the government of the lord mayor aldermen and citizens of the city (hereinafter referred to as "the Corporation"):

And whereas the Corporation under powers conferred by the Portsmouth Corporation (Trolley Vehicles) Act and Order 1930 and 1935 are the owners of and are working services of trolley vehicles within the city and by virtue of the Portsmouth Corporation Act 1920 and the Road Traffic Acts 1930 to 1937 are empowered to run and are running services of public service vehicles within the city: 20 & 21 Geo. 5. c. lii. 10 & 11 Geo. 5. c. lxviii.

And whereas Southdown Motor Services Limited (hereinafter referred to as "the company") under powers conferred by the Road Traffic Acts 1930 to 1937 provide and run services of public service vehicles within and without the city:

And whereas it is expedient that the Corporation and the company be empowered to enter into agreements with respect to (inter alia) the provision and working in co-ordination of passenger road transport provided or to be provided by the parties within and without the city:

And whereas the Corporation and the company have entered into an agreement for the working in co-ordination of services of public service vehicles and trolley vehicles and it is expedient that the said agreement be confirmed and made binding on the parties thereto as in this Act provided:

And whereas it is expedient that the other provisions of th Act be enacted:

And whereas the purposes of this Act cannot be effecte without the authority of Parliament:

And whereas in relation to the promotion of the Bill fo this Act the requirements of Part XIII of the Local Goverr ment Act 1933 have been observed:

23 & 24 Geo. 5. c. 51.

May it therefore please Your Majesty that it may b enacted and be it enacted by the King's most Excelle Majesty by and with the advice and consent of the Lord Spiritual and Temporal and Commons in this present Parlia ment assembled and by the authority of the same a follows:—

Short title.

1. This Act may be cited as the Portsmouth Corporatio Act 1946.

Interpretation.

2. In this Act unless the subject or context otherwis requires—

"The Corporation" means the lord mayor alderme and citizens of the city of Portsmouth;

"The company" means Southdown Motor Service Limited and includes their successors and assigns;

"The scheduled agreement" means the agreemer dated the twenty-fourth day of May ninetee hundred and forty-six and made between th Corporation of the one part and the company of th other part of which a copy is set forth in th schedule to this Act;

"Public service vehicle" and "trolley vehicle" hav the same respective meanings as in the Road Traffi Acts 1930 to 1937;

"The Act of 1933" means the Local Government Ac 1933;

"The Minister" means the Minister of Transport.

Working agreements between Corporation and company.

20 & 21 Geo. 5. c. 43.

3.—(1) An agreement entered into between the Corporatio and the company under subsection (2) of section 105 (Workin and other agreements) of the Road Traffic Act 1930 ma make provision with respect to all or any of the followin matters in addition to the matters referred to in that section:-

(*a*) The working maintenance and management of an service of trolley vehicles which the Corporation ar authorised to use;

(*b*) The provision by either party to the agreement c the hiring by either party to the other party of trolle

vehicles lands buildings apparatus and other property for the purposes of any service of trolley vehicles to which the agreement relates and the working user maintenance and management thereof;

(*c*) The supply of motive power for working any service of trolley vehicles to which the agreement relates;

(*d*) The interchange accommodation conveyance transmission and delivery of traffic arising on or coming from or destined for any service of public service vehicles or trolley vehicles provided by either of the parties to the agreement;

(*e*) The constitution of a joint committee to provide manage control or operate or to supervise the provision management control or operation of the services of public service vehicles or trolley vehicles to which the agreement relates;

(*f*) The fixing payment collection and apportionment of the fares and charges and other receipts arising from any service of public service vehicles or trolley vehicles provided by either of the parties to the agreement.

(2) The Corporation shall not manufacture any trolley vehicle for the purposes of any such agreement as aforesaid.

Confirmation of scheduled agreement.

4. The scheduled agreement is hereby confirmed and made binding upon the Corporation and the company and effect may and shall be given thereto accordingly subject to such modifications (if any) as may from time to time be agreed between the Corporation and the company in writing under their respective common seals.

Compensation to existing officers and servants of Corporation.

5.—(1) Every officer or servant of the Corporation in office at the passing of this Act who by virtue of this Act or of anything done in pursuance or in consequence thereof or of any agreement entered into thereunder suffers any direct pecuniary loss by abolition of office or by determination of his appointment (otherwise than for misconduct) or by diminution or loss of emoluments (and for whose compensation for that loss no other provision is made by any enactment for the time being in force) shall be entitled to compensation for that loss from the Corporation.

(2) (*a*) The provisions of subsections (2) to (6) of section 150 of the Act of 1933 and of the Fourth Schedule to that Act shall apply as if this Act were an order made under Part VI of that Act.

(*b*) For the purposes of such application the expression "the date on which the scheme or order comes into operation" in subsections (2) and (3) and the expression "the date

on which the scheme or order is made " in paragraph (*b*) of subsection (5) of the said section 150 shall mean the passing of this Act.

(3) For the purposes of this section and the enactments thereby applied the expression " emoluments " has the same meaning as in the Act of 1933 and any period during which an officer has been engaged in war service within the meaning of the Local Government Staffs (War Service) Act 1939 shall be reckoned as a period of service in his office.

2 & 3 Geo. 6. c. 94.

Saving for traffic commissioners. 24 & 25 Geo. 5. c. 50.

6.—(1) Nothing in this Act or in any agreement made thereunder shall be in derogation of Part IV of the Road Traffic Act 1930 or Part IV of the Road Traffic Act 1934.

(2) Nothing in this Act or in any agreement made thereunder shall relieve the Corporation from the necessity of obtaining the consent of the traffic commissioners under section 101 of the Road Traffic Act 1930 to the running by the Corporation of public service vehicles on any road outside the city or in any way affect the provisions of that section.

Copy of Act to be registered.

7.—(1) The company shall deliver to the Registrar of Companies a printed copy of this Act and he shall retain and register it If such copy is not so delivered within three months from the passing of this Act the company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the company who knowingly and wilfully authorises such default shall incur a like penalty.

(2) Every penalty under this section shall be recoverable summarily.

(3) There shall be paid to the registrar by the company on such copy being registered the fee of five shillings.

Amendment of section 32 of Act of 1930.

8. Section 32 (Minister of Transport may authorise new routes) of the Portsmouth Corporation Act 1930 shall be read and have effect as if the words " in the months of October or November " were omitted from the section.

Trolley vehicles not to be deemed stage carriages. 5 & 6 Vict. c. 79.

9.—(1) The trolley vehicles of the Corporation or the company shall not be deemed to be stage carriages for the purposes of sections 13 to 15 of the Railway Passenger Duty Act 1842 but for the purpose of calculating the number of passengers in excess of the seating capacity that may be carried thereon shall be deemed to be public service vehicles.

(2) Subsection (1) of section 23 (Vehicles not to be deemed light locomotives or motor cars) of the Portsmouth Corporation Act 1930 is hereby repealed.

As to lost property.

10. The Public Service Vehicles (Lost Property) Regulations 1934 made by the Minister in exercise of the powers vested in him under or by virtue of the Road Traffic Acts 1930 to 1937 and any regulations amending extending or in substitution for the said regulations shall extend and apply mutatis mutandis in respect of property found in the trolley vehicles of the Corporation or the company as if such trolley vehicles were public service vehicles.

Application of certain statutory provisions to company's trolley vehicles.

11. Any trolley vehicles provided on any route by the company under the powers of this Act shall be used subject to the provisions of the Portsmouth Corporation (Trolley Vehicles) Act and Order 1930 and 1935 applying to that route and any existing byelaw or regulation made by the Minister or the Corporation applying to the trolley vehicles of the Corporation on that route shall apply to any trolley vehicles used by the company on that route as if the company were named therein as well as the Corporation:

Provided that—

(*a*) If the company are of the opinion that any such existing byelaw or regulation should not apply to trolley vehicles used by the company on any route the company may before commencing to use trolley vehicles on that route make a representation to that effect to the Minister and the Minister after considering the representation and any observations of the Corporation thereon may direct that the byelaw or regulation mentioned in the representation should not apply to trolley vehicles used by the company on that route or should apply subject to modifications; and

(*b*) If the Minister or the Corporation propose to make under the Portsmouth Corporation (Trolley Vehicles) Act and Order 1930 and 1935 any new byelaws or regulations applying to trolley vehicles used by the Corporation on any route then (i) the Minister or the Corporation (as the case may be) shall give notice to the company of the intention to make such new byelaws or regulations (ii) the company may within one month after the receipt of such notice make a representation to the Minister that such proposed new byelaws or regulations or some of them should not apply to trolley vehicles used by the company on the same route and (iii) if any such representation be duly made the Minister after considering the representation and any observations of the Corporation thereon may direct that the byelaws or regulations mentioned in the representation or

some of them should not apply to trolley vehicles used by the company on that route or should apply subject to modifications.

Power to borrow.

12.—(1) The Corporation shall have power in addition and without prejudice to their powers of borrowing under the Act of 1933 from time to time to borrow without the consent of any sanctioning authority the sum or sums requisite for the payment of the costs charges and expenses of this Act and they shall pay off all moneys so borrowed within such period as the Corporation may determine not exceeding five years from the passing of this Act.

(2) The provisions of Part IX of the Act of 1933 so far as they are not inconsistent with section 66 (Consolidated loans fund) of the Portsmouth Corporation Act 1930 shall extend and apply to money borrowed under this section as if it were borrowed under Part IX of that Act and the period fixed for the repayment of any money borrowed under this section shall as respects that money be the fixed period for the purpose of the said Part IX.

As to exercise of borrowing powers. 8 & 9 Geo. 6. c. 18.

13. It shall not be lawful to exercise the powers of borrowing conferred by this Act otherwise than in compliance with the provisions of the Local Authorities Loans Act 1945.

Costs of Act.

14. The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed and ascertained by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the general rate fund or out of such other funds and in such proportions as the Corporation shall determine or out of moneys to be borrowed under this Act for that purpose.

The SCHEDULE referred to in the foregoing Act.

THIS AGREEMENT made this twenty-fourth day of May nineteen hundred and forty-six between the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF PORTSMOUTH (hereinafter referred to as " the Corporation " and " the city " respectively) of the one part and SOUTHDOWN MOTOR SERVICES LIMITED whose registered office is situate at 5 Steine Street Brighton in the county of Sussex (hereinafter referred to as " the Company ") of the other part.

WHEREAS under powers conferred by the Portsmouth Corporation (Trolley Vehicles) Act and Order 1930 and 1935 the Corporation are the owners of and are working a system of trolley vehicles within the city and by virtue of the Portsmouth Corporation Act 1920 and the Road Traffic Acts 1930 to 1937 are empowered to run and are running services of public service vehicles within the city:

And whereas the Company are providing services of stage carriages and express carriages both within and without the city:

And whereas the Corporation and the Company have power under subsection (2) of section 105 of the Road Traffic Act 1930 to make and carry into effect agreements for the management working and maintenance of any service of public service vehicles which either of them is for the time being authorised to run in the city or in any district on any road in which the Corporation are for the time being authorised to run such vehicles and to make provision with respect to all or any of the matters mentioned in subsection (3) of that section:

And whereas the Corporation are promoting a Bill in the present session of Parliament to empower the Corporation and the Company by any agreement entered into between them under subsection (2) of section 105 of the Road Traffic Act 1930 to make provision with respect to all or any of the following matters in addition to the matters referred to in that section:—

(*a*) The working maintenance and management of any service of trolley vehicles which the Corporation are authorised to use;

(*b*) The provision by either party to the agreement or the hiring by either party to the other party of trolley vehicles lands buildings apparatus and other property for the purposes of any service of trolley vehicles to which the agreement relates and the working user maintenance and management thereof;

(*c*) The supply of motive power for working any trolley vehicle services to which the agreement relates;

(*d*) The interchange accommodation conveyance transmission and delivery of traffic arising on or coming from or destined for any service of public service vehicles or trolley vehicles provided by either of the parties to the agreement;

(*e*) The constitution of a joint committee to provide manage control or operate or to supervise the provision management control or operation of the services of public service vehicles or trolley vehicles to which the agreement relates;

(*f*) The fixing payment collection and apportionment of the fares and charges and other receipts arising from any service of public service vehicles or trolley vehicles provided by either of the parties to the agreement:

And whereas the Corporation and the Company are agreed that it is expedient in the public interest that arrangements should be made for the working in co-ordination of the services of public service and trolley vehicles now or from time to time provided by the Corporation or the Company within the city and neighbouring districts and for the constitution for that purpose of a joint committee with such powers and duties as are more particularly hereinafter defined:

Now therefore it is hereby agreed by and between the Corporation and the Company as follows:—

Part I.

Definitions.

Definitions.

1. In this agreement unless the context otherwise requires—

(i) "the agreed area" means the area bounded by the red line shown on the map which has been agreed by the Corporation and the Company and for the purpose of identification signed in duplicate by Victor Blanchard (the town clerk of the city) for the Corporation and Alfred Edward Cannon (the managing director of the Company) for the Company and a copy of which on a reduced scale is hereto annexed;

(ii) "the additional routes" means the roads marked by broken red lines on the said map;

(iii) "the appointed day" means the 1st day of July 1946 or such other date as may be agreed between the Corporation and the Company;

(iv) "the combined services" means the services whether of public service vehicles or trolley vehicles from time to time provided by the Corporation and the Company or either of them pursuant to clause 2 but does not include so much of any such service as is in accordance with clause 11 to be deemed to be a separate service provided by the Company;

(v) "the initial services" means the services referred to in paragraph (i) of clause 2;

(vi) references to the services of either party shall be construed as references to such of the combined services as are from time to time to be provided or operated by that party including any journeys to be operated by that party as part of any of the combined services which is to be provided or operated by the parties jointly;

(vii) " excepted service " means—

(*a*) a service of stage carriages or express carriages operated over a route partly inside and partly outside the agreed area—

on which the single or return fare charged for a journey between any two points within the agreed area or for a journey partly within the agreed area exceeds by not less than 50 per centum the lowest single or return fare (as the case may be) charged on any of the combined services for a journey (whether by the same or any other route) between those points or for the part of the journey within the agreed area (as the case may be); or

on which no passenger may under the road service licence authorising the service be both taken up and set down within the agreed area on one and the same journey; or

which is for the purpose of reaching a convenient terminal point or stand operated within the agreed area for a distance not exceeding half a mile from the boundary of that area or to a point within the area coloured brown on the agreed map; and

(*b*) any excursion or tour;

(viii) " miles run " means miles run or to be run on the combined services by vehicles operated by the Corporation or the Company (as the case may be) and includes miles run by any duplicate or relief vehicle so operated but does not include any dead miles and " the total miles run " means the aggregate of the miles run by the Corporation and the miles run by the Company;

(ix) " the Corporation's share " means 57 per centum and " the Company's share " means 43 per centum and " in the agreed shares " has a corresponding meaning;

(x) " the joint committee " means the committee to be constituted as hereinafter provided;

(xi) " agreed or determined " means agreed by the parties hereto or decided by the joint committee or determined by arbitration under clause 36;

(xii) " quarter " means a period of three consecutive months ending on the 31st day of March the 30th day of June the 30th day of September or the 31st day of December in any year;

(xiii) " financial year " means a period of twelve consecutive months ending on the 31st day of March in any year;

(xiv) " the Bill " means the Bill which the Corporation are promoting as hereinbefore recited; and

PART I. —*cont.*

(xv) "public service vehicle" "stage carriage" "express carriage" "contract carriage" "trolley vehicle" "road service licence" "public service vehicle licence" and "certificate of fitness" have the same meanings respectively as in the Road Traffic Acts 1930 to 1937 but "road service licence" and "public service vehicle licence" include respectively a permit issued under the Emergency Powers (Defence) Road Vehicles and Drivers Order 1943 (or any earlier order made under Regulation 72 of the Defence (General) Regulations 1939) authorising the provision of a road service and a permit issued under that order in lieu of a public service vehicle licence.

PART II.

THE COMBINED SERVICES.

The combined services.

2. The following services of trolley vehicles or public service vehicles shall subject to and in accordance with the provisions hereinafter contained be provided and operated on or after the appointed day under the direction of the joint committee (namely):—

(i) such services (hereinafter referred to as "the initial services") whether of trolley vehicles or public service vehicles as may be agreed or determined to be necessary or desirable in the public interest in substitution for the services of trolley vehicles or public service vehicles provided by the Corporation or the Company immediately before the appointed day along any route within the agreed area or along the whole or any part of any of the additional routes other than any excepted service; and

(ii) such services whether of trolley vehicles or public service vehicles along any route within the agreed area or along the whole or any part of any of the additional routes as may on or at any time after the appointed day be agreed or determined to be necessary or desirable in the public interest whether in substitution for or in addition to all or any of the initial services.

Allocation of services.

3. The services from time to time to be provided and operated as part of the combined services by the Corporation and the Company respectively or by the parties jointly shall from time to time be agreed or determined but the combined services shall be so allocated as—

(*a*) to ensure efficiency and economy in operation;

(*b*) to give effect to any agreement which may be made between the Corporation and the Company relating to the allocation of the combined services or the division of the total miles run during the financial year ending on the 31st day of March 1947 and any of the next following financial years; and

(*c*) to secure that subject to any such agreement the miles run during each financial year will subject to clause 18 be run by the Corporation and the Company respectively as nearly as may be in the agreed shares.

PART II. —*cont.*

4. Subject as regards any service of public service vehicles to the grant of the necessary road service licence or to the conditions attached to any road service licence for the time being in force in respect of the service each of the parties shall at all times unless prevented by any strike or other emergency or any other cause outside its control operate its services efficiently and so as to comply with its obligations and duties under this agreement. Obligation to provide services.

5. Subject to clause 6 each of the parties shall from time to time provide such public service vehicles and trolley vehicles equipment and apparatus (including spare vehicles equipment and apparatus) garages depots and other property as may be necessary or desirable to enable that party to provide and operate its services efficiently and otherwise to carry out efficiently its duties and obligations under this agreement and in particular shall keep all such vehicles clean and in good running order and condition Provided that save and subject as otherwise agreed between the parties hereto neither party shall be under obligation to provide any station passenger shelter or other facilities wholly or mainly for the convenience of passengers or intending passengers on the combined services or any of them or accommodation for the turning standing or parking of vehicles on any of those services. Provision of vehicles and other property.

6. The Corporation shall also from time to time provide all such plant apparatus and equipment as may from time to time be necessary or desirable for or in connection with the efficient working of the trolley vehicle services from time to time forming part of the combined services and if it shall be agreed or determined that any of such trolley vehicle services shall be provided and operated by the Company the Corporation shall upon and subject to such terms and conditions as may from time to time be agreed or determined— Provision of trolley vehicle apparatus.

(*a*) grant to the Company the right to use the apparatus and equipment of the Corporation so far as necessary for the working of the service or services of trolley vehicles to be provided and operated by the Company; and

(*b*) supply to the Company such electricity and afford to the Company such facilities as may be necessary in or for the purpose of working of such service or services.

7. Each of the parties shall employ all officers and servants from time to time necessary for the efficient management operation maintenance or supervision of its services or the vehicles from time to time used by that party on any of those services. Employment of staff.

8. No public service vehicle or trolley vehicle not in use on the appointed day shall be used by either of the parties on any of the combined services which is not of a type previously agreed or determined to be suitable In particular unless previously otherwise so agreed or determined single-decked vehicles (whether public service vehicles or trolley vehicles) shall not be used by either of the parties on any of the combined services except any of the initial services provided in substitution for a service on which single-decked vehicles shall have been used immediately before the appointed day. Type of vehicles.

PART II. —*cont.*

Questions concerning the operation of the services to be considered in the first instance by the managers.

9. The Corporation's passenger transport manager and the Company's general manager shall as often as may be required meet to consider questions arising in relation to matters falling within any of the categories specified in subclause (2) of clause 31 or any other matters concerning the operation of the combined services. In the event of disagreement on any such question either the Corporation's passenger transport manager or the Company's general manager may refer the question to the joint committee.

Inspection and regulation of the combined services.

10. Each of the parties shall make such arrangements and give such instructions to its respective officers and servants as may from time to time be required to ensure that the officers and servants of each of the parties engaged in inspecting and regulating any part of the combined services when on the road shall co-operate with the officers and servants of the other party similarly engaged to secure efficient joint operation and shall have access to and powers of inspection upon any vehicles provided by either of the parties when on the road.

Co-ordination of combined services with other services.

11.—(1) The Company shall be at liberty to operate to and from points outside the agreed area any of the combined services for the time being operated by the Company and to make connections between or otherwise co-ordinate any of the combined services so operated by the Company with any other service or services operated by the Company or any other person outside the agreed area.

(2) If any of the combined services shall at any time be operated by the Company to and from points outside the agreed area then—

(*a*) any part of that service for the time being operated outside the agreed area (except any part of the service for the time being operated pursuant to clause 2 along the whole or any part of any of the additional routes) shall for the purposes of this agreement be deemed to be a separate service provided by the Company and not part of the combined services and accordingly none of the provisions of this agreement shall in any way apply to that part of that service;

(*b*) the miles run within the agreed area on that service by the vehicles operated by the Company shall from time to time be agreed or determined; and

(*c*) the Company shall bring into account such sums as may from time to time be agreed or determined fairly to represent the proportion of—

(i) the fares and charges received by the Company in respect of the carriage of passengers or accompanied luggage or animals on that service on journeys partly within and partly without the agreed area; and

(ii) any sums so received under arrangements for the through booking of passengers by that service and any other service;

properly attributable to the part of such journeys within the agreed area.

PART II. —*cont.* Competition.

12.—(1) Neither of the parties shall on or after the appointed day—

(*a*) discontinue (save in consequence of any strike or other emergency or any other cause outside the control of the party) any of the combined services or operate any new service (whether of public service vehicles or trolley vehicles) within the agreed area or make any alteration in the route or timetable or any of the fares charged upon any of the combined services or seek power or authority to operate any such new service or make any such alteration unless the discontinuance or operation of such service or such alteration (as the case may be) shall previously have been agreed or determined; or

(*b*) operate or be directly or indirectly concerned or interested in the operation of any road passenger services within the agreed area otherwise than as part of the combined services in accordance with this agreement:

Provided that the Company may operate or be concerned or interested in the operation of contract carriages or any excepted service but shall not operate as part of any excepted service (not being an excursion or tour) any duplicate or relief vehicle solely for the purpose of carrying passengers to or from any point within the present boundary of the city from or to any other point within the agreed area.

(2) Nothing in this agreement shall be construed as prohibiting the Corporation from seeking power or authority to operate contract carriages or any excepted service but this provision shall not in any way restrict or prejudice the Company in objecting to or otherwise opposing the grant to or exercise by the Corporation of any such power or authority.

Provision as to services on additional routes.

13. Notwithstanding anything herein contained the Company shall not under or by virtue of this agreement be required to provide and operate any service along any of the additional routes or any part thereof in contravention of any agreement or arrangement (whether or not legally enforceable) made between the Company and any other company in force at the date of this agreement.

Licences and consents.

14. Each of the parties shall from time to time apply for and use its best endeavours to obtain and maintain in force such road service licences public service vehicle licences certificates of fitness and other licences statutory or other powers consents or authorities as may from time to time be necessary to enable that party to operate its services and otherwise carry out its duties and obligations under this agreement Provided that—

(*a*) if it shall be agreed or determined that the road service licence relating to any of the combined services should be granted to and held by the Corporation and the Company jointly then the parties hereto shall apply for the issue of such road service licence to them jointly; and

(*b*) the Company shall not at any time be required or under obligation to seek or obtain statutory powers to operate trolley vehicles or construct or equip any trolley vehicle route.

PART II. —*cont.*

In particular the Corporation shall be responsible for obtaining all consents under section 101 of the Road Traffic Act 1930 from time to time necessary to authorise the Corporation to run public service vehicles on any road outside the city forming part of the route of any of the Corporation's services of public service vehicles subject to the condition that such vehicles shall be run only in pursuance of this agreement.

Each of the parties hereto shall support any applications made by the other party pursuant to this clause for road service licences or consents under the said section 101 and oppose any such applications made by any other person in respect of any service in competition or likely to compete with any of the combined services.

Observance of statutory obligations.

15. Each of the parties shall duly comply with all statutory and other provisions and conditions from time to time to be observed in or in relation to the operation of any of its services.

PART III.

DIVISION OF RECEIPTS AND ACCOUNTS.

Certain receipts to be brought into account.

16.—(1) All fares and charges received by either of the parties in respect of the carriage of passengers or accompanied luggage or animals within the agreed area on any of the combined services shall be brought into account by that party.

(2) If either of the parties shall enter into arrangements for the through booking of passengers by any of the combined services and any service operated by any other person that party shall further bring into account under this clause any sums from time to time received under those arrangements in respect of the carriage of passengers or accompanied luggage or animals on any of the combined services within the agreed area.

(3) Each of the parties shall be entitled to retain for its own benefit all other receipts from its transport undertaking including receipts in respect of unaccompanied luggage or animals parcels or other goods carried or property found on the vehicles from time to time operated by it or advertisements on its vehicles or on tickets issued by it.

Division of receipts.

17. All fares charges and other sums to be brought into account by either of the parties under clause 16 or by the Company under paragraph (*c*) of subclause (2) of clause 11 shall be divisible between the parties in the agreed shares.

Adjustment of and payments for excess mileage.

18.—(1) If it shall be agreed or determined that the miles run by the Corporation or the Company during any quarter in any financial year and the miles run by that party during the other quarters in the same financial year will as nearly as may be estimated be less in the aggregate than the Corporation's share or the Company's share (as the case may be) of the total miles run during that financial year then the miles run by that party during any subsequent quarter or quarters in that financial year shall be increased so far as may be agreed or determined to be both necessary to eliminate the deficiency and practicable.

PART III. —*cont.*

(2) If the miles run by the Corporation or the Company during any quarter shall exceed the Corporation's share or the Company's share (as the case may be) of the total miles run during that quarter then the Company or the Corporation (as the case may be) shall pay or allow to the other party a sum at the rate of 1s. 7d. per mile (or such other rate as may from time to time be agreed or determined to be reasonable having regard to any variation in all or any of the other party's costs of operation) for each mile run by the Corporation or the Company (as the case may be) during that quarter in excess of that party's share of the total miles run during that quarter.

(3) This clause is subject to any agreement which may be made between the Corporation and the Company relating to the allocation of the combined services or the division of the total miles run during the financial year ending on the 31st day of March 1947 and any of the next following financial years.

Additional routes to be deemed within the agreed area for certain purposes.

19. If pursuant to clause 2 it shall be agreed or determined to be necessary or desirable to provide and operate any of the combined services along the whole or any part of any of the additional routes then for the purpose of ascertaining—

the fares charges and other sums to be brought into account by either party under clause 16 in respect of that service or the proportion of any such fares charges or other sums to be brought into account by the Company under paragraph (*c*) of subclause (2) of clause 11 or the miles run on that service within the agreed area or on the combined services;

that route or the part thereof over which the service shall be so operated shall so long as the service continues to be so operated be deemed to be within the agreed area.

Certain expenses to be shared.

20. Any salary from time to time payable to the secretary for the time being of the joint committee (including any amount by which any superannuation or pension contribution payable by either of the parties in respect of him shall be increased in consequence of his employment as secretary) and any expenses incurred by the secretary with the authority of the joint committee shall be borne by the Corporation and the Company in the agreed shares The joint committee shall from time to time make such arrangements as they may think fit for the payment in the first instance of such salary and other expenses whether by one of the parties or out of moneys provided by the parties and if either party shall in accordance with any arrangements so made make any such payment that party shall be entitled to recover from the other party the share thereof to be borne by the other party.

Expenses to be borne by each party and indemnity.

21.—(1) Each of the parties shall out of its own funds discharge all expenses of acquiring providing operating or maintaining its own vehicles garages depots and other properties used in connection with the combined services or any part thereof and all salaries wages compensation superannuation and similar payments and all other liabilities whatsoever in relation to its transport undertaking and the use of its vehicles and shall at all times keep the other party indemnified in respect thereof.

PART III. —*cont.*

(2) In particular and without prejudice to the generality of sub-clause (1) of this clause each party shall keep the other indemnified—

(*a*) against all claims for accident (whether fatal or otherwise) delay detention loss or injury of or to any person whether passenger employee or third party or for loss delay detention of or damage to any property which shall arise out of the use of any vehicle operated by the first-mentioned party and whether or not such claims shall arise under any ticket issued or contract for the carriage of passengers made by the other party and against all costs charges and expenses in connection with any such claim;

(*b*) against all fines and penalties incurred by such other party in consequence of any breach of the conditions of a road service licence held by the parties jointly which may have arisen from the act or omission of the first-mentioned party and against any losses and expenses sustained by such other party in consequence of such licence being revoked or suspended by reason or on account of such breach:

Provided that this clause shall not apply to claims arising out of any accident in which a vehicle operated by either party and a vehicle operated by the other party shall both have been involved or out of any accident occurring to a vehicle operated by either party by reason of the manner in which a vehicle operated by the other party shall have been used.

Accounts and records.

22.—(1) Each of the parties shall keep proper accounts and records relating to the tickets issued and the miles run on its services and the fares charges and other sums to be brought into account under this agreement by the parties respectively.

(2) Each of the parties shall at the end of each of their respective working weeks deliver to the other party a statement showing the number of tickets issued on the vehicles the total revenue received in respect of those tickets and the miles run on each of its services during that week.

(3) Each of the parties shall at all reasonable times and after reasonable notice produce to the authorised representatives of the other party the relevant accounts waybills and other records kept as aforesaid and afford to such representatives such facilities for inspecting and taking copies of or extracts from such accounts and records and such information relating thereto or to any entry therein as the other party or its authorised representatives may reasonably require.

Quarterly and annual statements accounts and payments.

23.—(1) Each of the parties shall as soon as practicable after the end of the quarter current at the appointed day and of each subsequent quarter prepare and deliver to the other party a statement in respect of that quarter and as soon as practicable after the end of the financial year current at the appointed day and of each subsequent financial year each of the parties shall deliver to the other party a final statement in respect of that year prepared and certified as correct by the auditors for the time being of the Corporation or the Company as the case may be As soon as statements for any quarter or financial year shall have been prepared as aforesaid an

PART III. —*cont.*

account for that quarter or a final account for that year (as the case may be) shall be taken between the parties in manner hereinafter provided.

(2) (*a*) Every statement to be delivered by either party to the other shall be in such form and contain such particulars as may from time to time be agreed or determined to be appropriate to show—

(i) the miles run by the accounting party during the quarter or financial year to which the statement relates;

(ii) the fares charges and other sums to be brought into account by the accounting party in respect of the period to which the statement relates; and

(iii) any sum recoverable by the accounting party from the other party under clause 20 in respect of that period.

(*b*) Every account to be taken as aforesaid between the parties in respect of any quarter or financial year shall show the like particulars as regards each party in respect of the period to which the account relates and also—

(i) the total miles run during that period;

(ii) any sums payable or allowable by either party to the other under clause 18 in respect of that period; and

(iii) the sum payable by either party to the other in respect of that period to give effect to clause 17 after allowing for any sums as allowable by or recoverable from either party under clause 18 or 20 in respect of that period.

(*c*) Every such statement or account shall be in such form and contain such particulars as may from time to time be agreed or determined to be appropriate for the purposes of this agreement.

(3) Any sum found on the taking of the account between the parties in respect of any quarter to be payable by either party to the other shall be paid forthwith on the completion of that account but subject to any correction or adjustment which may be found necessary on the taking of the final account between the parties for the financial year and any balance due from either party to the other in consequence of any such correction or adjustment shall be paid on the completion of that final account.

(4) The quarterly and annual accounts to be taken between the parties shall be taken and settled by the treasurer or other responsible officer of the Corporation and the chief accountant or other responsible officer of the Company Provided that if the taking or completion of any such account shall by reason of any default or unreasonable delay on the part of either of the parties or their respective officers be prevented or delayed for one month after that party shall have been required by notice in writing given by the other party to proceed with the taking of such account that account may be taken and completed by the other party and when so taken and completed shall be binding on both parties.

Part IV.

The joint committee.

The joint committee.

24.—(1) As soon as practicable after the execution of this agreement a joint committee shall be constituted and shall consist of six members of whom three shall be members of the city council from time to time nominated to the committee by the Corporation and three shall from time to time be nominated to the committee by the Company.

(2) Each of the parties may from time to time nominate three persons to act as reserve members of the joint committee A reserve member so nominated by either party may attend and vote at any meeting of the joint committee in place of any member of the committee nominated by the same party who shall be absent from that meeting but subject to clause 29 a reserve member shall not otherwise be entitled to attend or vote at any meeting of the joint committee.

(3) A member or reserve member of the joint committee shall remain in office until his office shall be vacated by his death or resignation or his nomination shall be revoked by the party by whom he shall have been nominated.

(4) On any member or reserve member ceasing to be a member of the joint committee the party who shall have nominated that member shall forthwith nominate another person as a member or reserve member (as the case may be) in his place.

(5) Every nomination of a member or reserve member of the joint committee and every revocation of any such nomination shall be made by notice in writing given by the Corporation or the Company (as the case may be) to the other party.

The chairman and vice-chairman of the joint committee.

25.—(1) At their first meeting and also at their first meeting after the 9th day of November in the year 1947 and every subsequent year the joint committee shall elect one of their members as chairman and another of their members as vice-chairman and the members so elected shall subject as hereinafter provided hold office until the close of the meeting in the following year at which a chairman and vice-chairman are to be so elected.

(2) The chairman and the vice-chairman shall each be elected in alternate years from the members nominated by the Corporation and from the members nominated by the Company but so that both of them shall not in any year be elected from the members nominated by the same party.

(3) If at any meeting of the joint committee at which the chairman or vice-chairman is to be elected there shall be an equality of votes between two candidates qualified in accordance with this clause and proposed for election at that meeting it shall be decided by lot which of the two candidates shall be chairman or vice-chairman (as the case may be).

(4) If the chairman or vice-chairman of the joint committee shall cease to be a member of the joint committee or shall resign his office as chairman or vice-chairman the joint committee shall at their next meeting elect as chairman or vice-chairman (as the case may be) in

his place one of their members nominated by the party by whom the member so ceasing to be a member or resigning shall have been nominated and the member so elected shall hold office until the close of the meeting at which the member so ceasing to be a member or resigning would have vacated office if he had not so ceased to be a member or resigned. PART IV. —*cont.*

(5) The chairman for the time being of the joint committee or in his absence the vice-chairman for the time being shall preside at all meetings of the joint committee Provided that if neither the chairman nor vice-chairman shall be present at any meeting within fifteen minutes after the time appointed for holding the meeting the members present may elect as chairman of that meeting one of their number nominated by the party by whom the chairman shall have been nominated.

Procedure and voting at meeting of the joint committee.

26.—(1) The quorum for the transaction of business shall be four members of whom two shall be persons nominated as such by the Corporation and two shall be persons nominated as such by the Company.

(2) Subject to subclause (4) of this clause questions arising at any meeting of the joint committee shall be decided by a majority of the votes of the members present and voting.

(3) Each member shall have one vote and in case of an equality of votes the chairman shall not have a second or casting vote.

(4) If any question arising at any meeting of the joint committee shall be decided against the vote of more than one Corporation member or more than one Company member that decision shall not be binding but the question shall be adjourned for further consideration at a subsequent meeting of the joint committee and if at that meeting the joint committee shall on that question again be unable to reach a binding decision the question may be referred to arbitration under clause 36.

(5) The members for the time being of the joint committee may act notwithstanding any vacancy on the committee and all acts done at any meeting of the joint committee shall notwithstanding that it shall be afterwards discovered that there was some defect or irregularity in the nomination of any person acting as a member at that meeting or that any such person was not qualified so to act be as valid as if every such person had been duly nominated and was qualified as a member.

(6) Subject to the provisions of this and the preceding clause of this agreement the joint committee may meet for the dispatch of business at such place in the city or elsewhere adjourn and otherwise regulate their meetings and proceedings as they may from time to time determine.

(7) In this clause unless the context otherwise requires " member " includes a reserve member.

Secretary.

27. The joint committee shall at their first meeting and thereafter as and when a vacancy occurs appoint a secretary or joint secretaries at such salary on such terms for such period and with such duties as

PART IV. —*cont.*

the joint committee may from time to time determine and may revoke any appointment so made A member or reserve member of the joint committee may be appointed and may act as secretary or one of the joint secretaries Any secretary or joint secretary not being a member or reserve member of the joint committee may be paid such salary as the joint committee may from time to time determine If and so long as there shall be joint secretaries of the joint committee references in this agreement to the secretary of the joint committee shall be construed as references to the joint secretaries or either of them.

Summoning of meetings of the joint committee.

28.—(1) Not less than seven days' notice in writing of any meeting of the joint committee specifying the place day and hour of meeting and the general nature of the business to be transacted thereat shall be given to the members of the joint committee and to the Corporation and the Company Provided that in case of emergency shorter notice may and at the request of the town clerk of Portsmouth or the secretary of the Company shall be given Notice of the first meeting shall be given by the town clerk of Portsmouth and of subsequent meetings by the secretary of the joint committee.

(2) The town clerk of Portsmouth or the secretary of the Company if either of them is of opinion that an emergency has arisen or any two members of the joint committee may by notice in writing to the secretary of the joint committee require him to summon a special meeting to consider the matter or matters specified in the notice and the secretary shall forthwith on the receipt of any such request summon a meeting for the purpose so specified and the meeting shall be held as soon as practicable.

(3) The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member of the joint committee shall not invalidate the proceedings at the meeting.

Officers of the Corporation or the Company and others may attend meetings of the joint committee.

29.—(1) Any officer of the Corporation and any officer of the Company and any professional person for the time being advising the Corporation or the Company may at the invitation of either the Corporation or the Company attend any meeting of the joint committee.

(2) Any officer or professional person attending any meeting of the joint committee pursuant to this clause shall not be entitled to vote or without the consent of the joint committee otherwise take part in the proceedings at the meeting.

(3) This clause shall not apply to any officer of the Corporation or the Company attending any meeting of the joint committee which he is as a member or reserve member entitled to attend.

Remuneration and expenses of members and reserve members.

30. No member or reserve member of the joint committee shall as such be entitled to any remuneration but the out-of-pocket expenses properly incurred by members or reserve members nominated by the Corporation in connection with the meetings of the joint committee may be defrayed by the Corporation and the expenses so incurred by members or reserve members nominated by the Company may be defrayed by the Company.

PART IV. —*cont.*

Powers of the joint committee.

31.—(1) The joint committee may consider and decide any questions from time to time arising in relation to matters falling within any of the categories specified in subclause (2) of this clause and shall consider and may decide any such questions from time to time referred to the joint committee by either of the parties or by the Corporation's passenger transport manager or the Company's general manager and any other questions from time to time referred to the joint committee by both of the parties hereto.

(2) The joint committee may under subclause (1) of this clause consider and decide questions arising in relation to matters falling within any of the following categories (namely):—

(*a*) the variation of the route or time-table of or the fares charged on any of the combined services;

(*b*) the discontinuance whether temporarily or otherwise of any of the combined services;

(*c*) the commencement of any new service (whether of public service vehicles or trolley vehicles) along any route within the agreed area or any of the additional routes as part of the combined services and the routes and time-table of and the fares to be charged on such service;

(*d*) the introduction of new fares on any of the combined services;

(*e*) the alteration of any existing fare stage points or the introduction of any new fare stage points on any route for the time being served by any of the combined services;

(*f*) the type of vehicles used or proposed to be used on any of the combined services;

(*g*) the form of tickets from time to time issued or available on the combined services or any of them the availability of tickets issued by either party or any particular class or classes of tickets so issued on vehicles operated on any of the combined services by the other party and the conditions upon which any such tickets are issued or available;

(*h*) the services or journeys from time to time to be operated by each of the parties to give effect to the provisions hereinbefore contained and the transfer of particular services or journeys from one of the parties to the other if and so far as necessary to adjust the number of miles run by each of the parties;

(*i*) the rate at which payments or allowances to be made under clause 18 should be calculated; and

(*j*) the method to be adopted in calculating the proper proportion to be brought into account by the Company under paragraph (*c*) of subclause (2) of clause 11 of any fares charges or other sums received by the Company in respect of the carriage of passengers or accompanied luggage or animals on journeys partly within and partly without the agreed area.

PART IV. —*cont.*

(3) The joint committee may further consider and make recommendations to the parties in relation to the provision of stations passenger shelters stop signs and other physical assets for use for the purposes of or in connection with the combined services or any of them but any recommendations so made shall not constitute a decision of the joint committee to which clause 32 applies and subclause (4) of clause 26 shall not apply to any question arising upon or in relation to the making of any such recommendation.

Parties to give effect to decisions of the joint committee.

32. Every decision of the joint committee shall forthwith be communicated by the secretary of the joint committee to each of the parties and each of the parties shall give effect to any such decision as soon as practicable after it shall have been so communicated and in particular shall use its best endeavours as soon as practicable to obtain any road service licence or variation in the conditions attached to any road service licence and any statutory or other powers consent or authority which may be necessary to authorise that party to give effect to the decision.

PART V.

MISCELLANEOUS.

Notices.

33.—(1) Any notice or statement required or authorised to be given or delivered under or for the purposes of this agreement by the Corporation or the secretary of the joint committee to the Company shall be deemed to be duly given if in writing under the hand of the town clerk of Portsmouth or the secretary of the joint committee (as the case may be) and delivered to the Company at its registered office or its principal office in the city or sent to the Company at either of such offices by post and if sent by post not returned through the post office undelivered.

(2) Any notice or statement required or authorised to be given or delivered under or for the purposes of this agreement by the Company or the secretary of the joint committee to the Corporation shall be deemed to be duly given if in writing under the hand of the secretary or the general manager for the time being of the Company or the secretary of the joint committee (as the case may be) and delivered to the Corporation at the council chambers Clarence Parade Southsea or such other address as the Corporation may from time to time by notice in writing to the Company direct or sent to the Corporation at such address by post and if sent by post not returned through the post office undelivered.

(3) Any notices required or authorised to be given under or for the purposes of this agreement by the secretary of the joint committee to any member of the joint committte shall be deemed to be duly given if in writing under the hand of the secretary of the joint committee and delivered to the member of the joint committee or sent to him by post at such address as the Corporation in respect of members nominated by the Corporation and the Company in respect of members nominated by the Company may from time to time by notice in writing to the secretary of the joint committee direct and if sent by post not returned through the post office undelivered.

(4) Any notice sent by post may be sent by ordinary post except notices under or for the purposes of clauses 34 or 38 or the proviso

to subclause (4) of clause 23 which shall be sent by registered post and any notice so sent by post shall unless returned through the post office undelivered be deemed to be given at the time at which it would be delivered in the ordinary course of post.

Determination of agreement.

34.—(1) Subject to clause 38 this agreement shall remain in force until determined by either party pursuant to subclause (2) of this clause and thereupon this agreement except and subject to clause 35 shall cease to have effect but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions herein contained.

(2) Either of the parties may by giving to the other party not less than twelve months' previous notice in writing determine this agreement on the 31st day of March 1967 or any subsequent year and if an order shall be made or an effective resolution passed for the winding up of the Company except for the purposes of amalgamation or reconstruction the Corporation may thereupon by giving notice in writing to the Company forthwith determine this agreement.

Consequences of determination.

35. The following provisions shall have effect on and after the giving of any notice to determine this agreement under clause 34 hereof:—

(*a*) Upon such determination accounts shall be taken between the parties under and in accordance with clause 23 in like manner as if the date of determination were the end of a quarter and of a financial year and that clause shall apply and have effect accordingly;

(*b*) As soon as possible after the giving of any such notice it shall be agreed or determined—

(i) what services shall after such determination be provided in substitution for the combined services; and

(ii) what applications shall be made by each of the parties for road service licences in substitution for any road service licences theretofore held by either or both of them in respect of the combined services;

on the footing that the respective values of the services whether of public service vehicles or trolley vehicles to be provided after such determination by the Corporation and of the services of public service vehicles to be so provided by the Company in substitution for the combined services shall be in the same proportions as the agreed shares having regard to the receipts per vehicle mile and all other relevant factors affecting the values of such services at that time.

Arbitration.

36. Any dispute or difference arising between the parties as to the construction or effect of this agreement or any of the provisions therein contained or as to the rights duties or liabilities of either of the parties thereunder (including any dispute or difference upon or in relation to any account to which clause 23 relates and any question on which the joint committee shall be unable to reach a binding decision and which is not pursuant to subclause (4) of clause 26 required to be adjourned for further consideration at a subsequent meeting of the committee) shall in default of agreement between the

PART V. —*cont.*

parties be referred on the application of either party to and determined by a sole arbitrator agreed between the parties or in default of agreement nominated at the request of either party by the president for the time being of the Law Society and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1889 to 1934 or any statutory re-enactment or modification thereof for the time being in force.

Confirmation of agreement by the Bill.

37. This agreement shall be added as a schedule to the Bill and a clause shall be inserted in the Bill to provide for the confirmation thereby of this agreement and to make it binding on the parties.

The Corporation shall use their best endeavours to obtain the approval of Parliament to this agreement and its confirmation by the Bill during the present session of Parliament and the Company shall support the Corporation in obtaining such approval and confirmation.

Agreement conditional on approval and confirmation by Parliament.

38. This agreement is conditional upon its being approved by Parliament and confirmed during the present session of Parliament subject to such alterations as Parliament may think fit to make therein Provided that if either House of Parliament shall make any material alteration in this agreement or in the Bill and either of the parties shall before the third reading of the Bill in the Second House give notice in writing to the other party to rescind this agreement then in that event or in the event of this agreement not being approved and confirmed as aforesaid during the said session this agreement and everything herein contained shall forthwith become null and void.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF PORTSMOUTH was hereunto affixed in pursuance of a resolution passed at a meeting of the council duly convened and held

L.S.

V. BLANCHARD
Town Clerk.

The common seal of SOUTHDOWN MOTOR SERVICES LIMITED was hereunto affixed in the presence of

L.S.

A. E. CANNON
Director.

L. G. HOPKINSON
Secretary.

Printed by Sir NORMAN GIBB SCORGIE, C.V.O., C.B.E.,
Controller of His Majesty's Stationery Office
and
King's Printer of Acts of Parliament

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
York House, Kingsway, London, W.C.2; 13a Castle Street, Edinburgh 2;
39-41 King Street, Manchester 2; 1 St. Andrew's Crescent, Cardiff;
80 Chichester Street, Belfast;
or through any bookseller

Price 9*d.* net

(P. 4939)