STATUTORY INSTRUMENTS

1986 No. 1673

TRANSPORT

The West Yorkshire 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 West Yorkshire 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 West Yorkshire 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 West Yorkshire Passenger Transport Executive;

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

(**a**) 1985 c.67. (**b**) 1968 c.73.

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 to form a management company dated 9th December 1977 and made between the Executive (1) and West Riding Automobile Company Limited, West Yorkshire Road Car Company Limited and The Yorkshire Traction Company Limited (2).

2. Undertaking to execute or sign certain agreements and documents dated 9th December 1977 and made between the Executive (1) and West Riding Automobile Company Limited, West Yorkshire Road Car Company Limited and The Yorkshire Traction Company Limited (2).

3. Agreement, not formally expressed in writing but subsisting in the terms recorded in a draft signed on behalf of the proposed parties as the agreed form on 9th December 1977, known as and intended to be called "the Commercial Agreement" and adopted and implemented by the persons named therein as parties, namely West Yorkshire Metro-National Transport Company Limited (1), the Executive (2), and West Riding Automobile Company Limited, West Yorkshire Road Car Company Limited and The Yorkshire Traction Company Limited (3).

4. Agreement, not formally expressed in writing but subsisting in the terms recorded in a draft signed on behalf of the proposed parties as the agreed form on 9th December 1977, intended to be collateral to the above-mentioned Commercial Agreement, known as and intended to be called "the Financial Memorandum" and adopted and implemented by the persons named therein as parties, namely the West Yorkshire Metro-National Transport Company Limited, the Executive, West Riding Automobile Company Limited, West Yorkshire Road Car Company Limited and The Yorkshire Traction Company Limited.

THE SECOND SCHEDULE Article 4(2)

Terms on which the relevant agreements shall be determined

1. In this Schedule —

"Commercial Agreement" means the agreement brief particulars of which are set out in paragraph 3 of the First Schedule hereto;

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

"Financial Memorandum" means the agreement brief particulars of which are set out in paragraph 4 of the First Schedule hereto;

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

"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 Schedule, they were being determined pursuant to notice given in accordance with clause 13.1 of the Commercial Agreement and paragraph 16 of the Financial Memorandum.

3. The meaning of "Agreed costs" for the purposes of the Commercial Agreement shall be extended, during the settlement period, to include the amount of any payments the liability to make which arose in consequence of employees being given notice of dismissal by reason of redundancy in the course of the operation of services in accordance with the relevant agreements and otherwise than in consequence of the termination of those agreements.

4. Clause 10 of the Commercial Agreement shall have effect with the addition of the following provision —

"The Executive shall meet the expenses of any repainting of vehicles in company livery following the determination of this Agreement.".

5. The rights of the parties under clause 11 of the Commercial Agreement shall, on the expiry of the settlement period, cease and be of no further effect.

6. Clause 13.4 of the Commercial Agreement shall be of no effect on and after the determination day.

7. The parties shall not become entitled to any rights or subject to any liabilities under clause 11 of the Financial Memorandum arising out of any transaction occurring after the determination day.

8. Any question or difference which has, prior to the determination day, been referred to arbitration under clause 13.5 of the Commercial Agreement shall be resolved in accordance with that clause notwithstanding the determination of that Agreement by this Order.

9.—(1) This paragraph applies to questions or differences between the parties concerning —

(*a*) the ownership or occupation of land and buildings;

(*b*) the use of facilities (including facilities situated within or forming part of buildings);

(*c*) the purchase or use of assets under clause 7.5 of the Commercial Agreement; or

(*d*) Memorandum Account Number two, as mentioned in the Financial Memorandum,

which have not, prior to the determination day, been referred to arbitration under clause 13.5 of the Commercial Agreement.

(2)(*a*) Any question 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 question or difference) before the expiry of the settlement period.

(*b*) Any such question or difference not so resolved shall forthwith after the expiry of the settlement period be referred to arbitration as if it were a question or difference to which clause 13.5 of the Commercial Agreement had applied.

(*c*) Paragraph 8 of this Schedule shall have effect in relation to any such question or difference as it has effect in relation to any question or difference referred to arbitration prior to the determination day.

10. 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 to the agreement 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 West Yorkshire Passenger Transport Executive ("the Executive") is 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.

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