

Agreement Form

[To be executed by bus owners for conveyance of police officers and prisoners by motor vehicles.]

[Appendix III]

This agreement is made, this day of 19, between hereinafter called the bus owners (or managers) carrying on a motor bus business at under the name and style of on the one part and the Superintendent of Police (which term shall where not repugnant to the contract include his successors in office) on behalf of the Province of Bengal on the other part.

Whereas the aforesaid owner has agreed to carry police officers and prisoners in police custody in his motor vehicles, running regularly from to in exchange for motor warrants, signed by any police officer authorized to do so under the provisions contained in Appendix III of the Police Regulations, Bengal, Volume II (hereinafter referred to as —the said rule which expression, where the context so admits, includes any amendments thereof for the time being in force and shall be deemed to form part of these presents) and whereas the owner has applied to the Superintendent of Police (on behalf of the Province of Bengal) to be allowed to enter into a contract defining their relative liabilities in the matter and the said Superintendent of Police has agreed to the proposal, now this agreement witnesseth that in pursuance of the said proposal, the owner doth hereby covenant with the said Superintendent of Police to declare as follows:-

(1) That the motor company shall issue tickets in exchange for motor warrants and provide accommodation in his/their motor vehicles at any station on his/their routes mentioned in the schedule below at the rate noted therein, on presentation of 2 copies of the warrant or credit note signed by an officer not below the rank of an Assistant Sub-Inspector of Police or head constable and bearing the official seal of the office of issue, to any police officer of or below the rank of Sergeant and to prisoners in their custody.

(2) Where there are two classes of accommodation in a motor vehicle and different rates are charged for each class accommodation should be provided for Sub-Inspectors, Sergeants, Assistant Sub-Inspectors and head constables and lower class for constables and prisoners in custody of the police.

(3) That the motor company or their officer who may be detailed for the purpose will examine carefully the warrant at the time of presentation to see that columns 1 to 4 are properly filled in by the officer issuing the warrant and that the warrant bears the official seal. He will then cause the officer in charge of the party to fill in column 5 and the portion relating to baggage in both copies of the warrant. After filling up column 6,7 and 8 the certificate in the lower portion of the warrant

he will return one copy to the officer in charge of the party and retain one copy to enable him to prefer his claim.

(4) That each individual person transported by the motor company shall be allowed a free-allowance of 20 seers of luggage in the case of officers (Sub-Inspectors and Sergeants) and 15 seers in the case of other men.

(5) That the motor company will refund either in cash or by deduction from their subsequent bills any sum drawn and paid to them in excess over their actual claim.

(6) That at the end of each month the motor company will submit to the Superintendent of Police three bills, viz., one for journeys on escort duty, one for prisoners and the third for all other journeys on tour enclosing the counterfoils of the warrants used during the month as vouchers.

(7) That in the event of any dispute arising over the provisions of this contract the decision of the Superintendent of Police shall be final.

(8) That the motor company shall always be ready to make good any loss that may result from a breach of any of the clauses of the agreement.

(9) That three months' notice in writing shall be given on either side before the agreement is terminated. Any such notice shall be deemed to have been duly served if addressed to the Superintendent of Police or the bus owners, as the case may be, at their respective offices and dispatched by registered post.

As witness the hands of the parties on this day and year first above-written.

(Signature of the bus owner or company.)

I witness to the signature of the abovementioned Owner or company.

Signature by the Superintendent of Police,

For and on behalf of His Excellency the Governor of Bengal, acting in these premises for and on behalf of the Secretary of State for India.

(Signature of the Superintendent of Police)