

1958/123

**THE NEW ZEALAND NATIONAL AIRWAYS CORPORATION
BYLAWS ORDER 1958**

COBHAM, Governor-General
ORDER IN COUNCIL

At the Government House at Wellington this 3rd day of September 1958

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to subsection (2) of section 33 of the New Zealand National Airways Act 1945, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby makes the following order.

ORDER

1. This order may be cited as the New Zealand National Airways Corporation Bylaws Order 1958.

2. The bylaws made by the New Zealand National Airways Corporation and set out in the Schedule to this order are hereby approved.

3. The Order in Council approving the New Zealand National Airways Corporation bylaws made on the 12th day of March 1947 and published in the *Gazette* of the 20th day of March 1947 at page 345, and the Orders in Council approving amendments to those bylaws made on the 3rd day of March 1952 and published in the *Gazette* of the 13th day of March 1952 at page 375 and made on the 27th day of March 1957 and published in the *Gazette* of the 4th day of April 1957 at page 577, are hereby revoked.

SCHEDULE

BYLAWS

PART I

Short Title

1. These bylaws may be cited as the New Zealand National Airways Corporation Bylaws.

Introductory

2. The following terms used in these bylaws shall (except where inconsistent with the context) have the meanings hereby given to them:

“The Act” means the New Zealand National Airways Act 1945 and its amendments:

“The Corporation” means the New Zealand National Airways Corporation:

“Authorised officer” or “Authorised person” means, in relation to any matter, any servant of the Corporation acting or employed in that matter by direction (whether precedent or subsequent) of the Corporation or of a superior officer or in pursuance of any other lawful authority:

“Goods” means all kinds of movable property, including animals, mails, and checked luggage, but excluding baggage (luggage) of which a passenger retains personal charge:

“Consignor” means the person consigning any goods, and shall include the owner, agent for the owner, or any other person having any right, title, or interest to or in such goods or the possession thereof:

“Consignee” means the person to whom any goods are consigned, and shall include the agent for any owner, any agent for the sale or custody of such goods, the holder of any document of title representing such goods, and any other person having any right, title, or interest to or in such goods or the possession thereof:

“Air service” means any service owned or operated by the Corporation or by a contractor on its behalf for the carriage by air of passengers or goods:

“Contractor” means any person with whom the Corporation has entered into a contract in pursuance of section 16 of the Act:

“Airport” means any definite and limited ground or water area licensed or approved under the Civil Aviation Regulations 1953 and intended to be used and capable of being used either in whole or in part for the landing or departure of aircraft owned or operated by the Corporation, and includes any hangars or other buildings or structures erected thereon, and the runways, tarmac, and their surroundings.

Words importing the singular number only shall include the plural number, and words importing the plural number only shall include the singular:

SCHEDULE—*continued*

Words importing the masculine gender shall include the feminine: To the extent that the context will admit, these bylaws shall apply to determine the liabilities, obligations, rights, and protection of any “contractor” as herein defined whenever such contractor is operating an air service on behalf of the Corporation.

PART II—GENERAL CONDITIONS APPLICABLE TO CARRIAGE OF
PASSENGERS AND OF GOODS

Timetables

3. The Corporation does not undertake to deliver passengers or goods by any fixed or certain time or to carry passengers or goods by any particular air service or aircraft.

4. The hours stated on any ticket, consignment note, timetable, or other notice issued by the Corporation for the departure or arrival of the Corporation’s aircraft from or at any specified place are appointed as the time that it is intended, so far as circumstances permit, the aircraft shall depart from or arrive at such place, but such departure or arrival at the time stated is not guaranteed, and the Corporation shall not be under any liability or other responsibility for any delay, detention, or other loss or injury whatsoever which may arise from non-observance or from non-fulfilment of such times howsoever arising or occurring.

Off-loading

5. If any question shall arise at any time before or during carriage as to an aircraft of the Corporation being overloaded, any authorised officer of the Corporation may, in his discretion, decide which passengers (if any) and/or goods (if any) shall be carried and which passengers (if any) and/or goods (if any) shall be off-loaded, and no passenger, consignor, or consignee, or any person claiming through or under them shall have any claim against the Corporation in respect of any such decision.

Cancellation and Postponement of Flights

6. The Corporation reserves the right to decide if the meteorological or other conditions for flight are safe and suitable, and to cancel or postpone departures or arrivals and to determine if landings should or should not be made at any particular times or airports and to make any deviations for such reasons or for any other sufficient purposes.

Exclusion of Liability for Loss or Damage Arising from Delays and Detentions

7. (1) *Forced Landings*—The Corporation shall not be liable for any claim in respect of loss to or delay to or detention of any passenger or any goods arising out of or connected with any forced landing or other deviation made in the course of carriage, and whether the carriage is continued or abandoned, and whether or not the passenger or the goods is or are obliged to proceed or be carried to destination independently of the Corporation.

SCHEDULE---continued

(2) *Emergency Conditions*—The Corporation shall not be liable for any claim in respect of loss to or delay to or detention of any passenger or any goods caused or occasioned directly or indirectly by compliance with orders or directions howsoever given by Her Majesty's Government in New Zealand or any Department of State, or any person acting or purporting to act with the authority of such Government, or any Department thereof, and the passenger or the consignor shall be deemed to have contracted subject to any such orders, directions, or requisitions of or on behalf of such Government. If any reservation is requisitioned as aforesaid a full refund of the fare or freight will be made, and thereafter the Corporation shall be under no liability whatsoever to the passenger or consignor.

(3) The Corporation shall not be liable for any claim in respect of loss to or delay to or detention of any passenger or goods arising from strikes or civil commotion, or combination of workmen and others.

PART III—CARRIAGE OF GOODS

Consignment Notes

8. All goods tendered for carriage by the Corporation shall be accompanied by either the Corporation's consignment note duly completed and signed by the consignor or his agent, or by such other freight document as may from time to time be in use by the Corporation. The consignor or his agent shall be responsible to ensure that all particulars and instructions (including nature and character of the goods) are correctly and legibly inserted in the consignment note or the freight document as the case may be. The Corporation may reject any consignment note or freight document which in its opinion is inaccurately, insufficiently, or illegibly filled in.

Suitability of Goods

9. All goods shall conform to the Corporation's current requirements under bylaw 11 and in addition to details given in the consignment note or other freight document shall bear the names and addresses of both consignor and consignee written legibly in a durable manner. Only goods suitable for carriage in the Corporation's aircraft will be accepted for carriage and the Corporation may at any time prior to actual completion of loading into aircraft refuse to accept any goods which in its opinion are or may be unsuitable for carriage. All goods shall be securely and sufficiently packed, parcelled, and protected before delivery to the Corporation for carriage. The Corporation may refuse to accept for carriage any goods which in its opinion are not so packed, parcelled, and protected.

Special Cargoes

10. (1) Live animals and creatures and perishable goods will be carried only in the discretion of the Corporation by special contract, particulars of which may be obtained on application to the Corporation.

SCHEDULE—*continued*

(2) The Corporation will in no circumstances accept responsibility for damage to or breakage of fragile goods unless such goods on delivery to the Corporation for carriage are clearly and legibly labelled as being of a fragile nature and are so described in the consignment note or freight document.

Prohibited Goods

11. Consignment for carriage on the Corporation's aircraft of the goods mentioned or referred to hereunder is absolutely prohibited:

- (1) Goods from time to time included in the Corporation's prescribed list—copies of which list are available for inspection at Corporation offices:
- (2) Goods from time to time prohibited by a civil aviation safety order under regulation 31 of the Civil Aviation Regulations 1953.

Receipts Prima Facie Evidence Only

12. Receipt without qualification of any goods by the Corporation shall be prima facie evidence only as to quantity or that the goods were delivered to the Corporation in good order and condition.

Connecting Goods Services

13. If requested by the consignor so to do, the Corporation will, as agent for the consignor, endeavour to make connections with other transport whether by air, by sea, or by land, but the Corporation shall not be responsible for any loss or delay occasioned by its failure for any reason whatsoever to make any such connection or for loss of or damage to or delay in respect of goods while in the custody of any on-carrier. Notwithstanding the general provisions of these bylaws, if any goods are in terms of this bylaw delivered to other transport (hereinafter called the on-carrier) any claim in respect of any such goods arising from loss, damage, or delay as aforesaid shall be made directly upon the on-carrier within such time (if any) as may be fixed by the conditions of carriage of the on-carrier.

Freight Charges and Categories

14. (1) Goods will be carried at the freight charges set out from time to time in the Corporation's tariffs. Freight and other charges for carriage shall be prepaid by the consignor unless otherwise agreed upon.

(2) Goods conforming with bylaw 9 may be consigned as under:

- (a) *Freightair Express*—Goods so consigned will be dispatched subject to bylaws 3 to 7 (both inclusive) by the first available aircraft:
- (b) *Freightair*—Goods so consigned will be dispatched subject to bylaws 3 to 7 (both inclusive) by the first available aircraft after all freightair express consignments for the same destination have been dispatched:
- (c) *Freightair Cargo*—Goods so consigned will normally be dispatched subject to bylaws 3 to 7 (both inclusive) in freightair aircraft, but may, in the discretion of the Corporation, be dispatched by passenger aircraft if space is available:

SCHEDULE—*continued*

- (d) *Perishable Goods*—If consigned for dispatch as freightair cargo, perishable goods will only be acceptable for carriage upon the condition that the Corporation shall not be liable for deterioration of or damage to such goods caused directly or indirectly by the perishable nature or inherent vice of such goods.

Insurances

15. The Corporation will as agent for the consignor on request and on prepayment of the appropriate premium insure against loss of or damage to goods in accordance with the consignor's instructions.

Receiving and Delivery Points

16. (1) Goods will be received from the consignor at any freight receiving office of the Corporation or by arrangement in the discretion of the Corporation at the airport of departure.

(2) Goods will be delivered to the consignee at the appropriate freight delivery office of the Corporation or by arrangement in the discretion of the Corporation at the airport of arrival.

(3) The Corporation does not engage to notify the consignee upon arrival of goods.

(4) Receipt or delivery of goods may be arranged at other than the above-mentioned places by special arrangement only and subject to such special terms, conditions, and charges as may be determined by the Corporation.

Non-delivery to Consignee

17. If for any reason goods cannot be delivered to the consignee the consignor will indemnify the Corporation against all expenses resulting from such non-delivery, including payment of return freight charges (if any) on such goods.

Demurrage and Disposal of Unclaimed Goods

18. Goods shall not be permitted by the consignee or the owner thereof to remain unclaimed for a longer period than fourteen (14) days. If any goods so remain without the precedent consent of the Corporation, the Corporation shall be entitled to charge for storage of such goods the sum of 6d. per day (with a maximum charge of £1) for each package or unit and, in addition, the Corporation may at any time at the cost of the consignee or owner remove the same to other convenient premises. If the foregoing demurrage charge together with the cost of removal (if any) is not paid within seven (7) days after demand thereof made upon the consignee or owner, or if the consignee or owner cannot be found or is unknown, then after the Corporation shall have given public notice by advertisement at least once in each of three consecutive weeks in some newspaper circulating in the district where the goods are held, the Corporation may sell such goods by public auction, and out of the proceeds pay all demurrage charges payable thereon, the cost of removal (if any), and of the sale of such goods, and the surplus

SCHEDULE—*continued*

(if any) will be paid over to the owner on application at any time within six (6) years from the date of sale and such payment shall be a complete discharge to the Corporation.

Disposal of Perishable Goods

19. In the event of the consignee not taking immediate delivery of perishable goods the Corporation may in its discretion after expiration of twelve (12) hours from time of arrival at delivery office (or earlier if the goods appear to be deteriorating and likely to become offensive) :

- (1) Sell such goods to the best advantage, and payment or tender to the consignor of the net proceeds (if any) of sale, after deduction of all proper charges and expenses in relation thereto, shall be a complete discharge to the Corporation; or
- (2) If sale shall not be possible, destroy or dump such goods, and the Corporation's reasonable charges and expenses incurred in so doing shall be recoverable from the consignor.

Notice of Claims

20. Notice of any claim in respect of damage to goods (including delay in delivery) shall be given in writing to the appropriate freight delivery office within seven (7) days of taking delivery. Notice of any claim in respect of non-delivery of goods shall be given in writing to the appropriate freight delivery office within fourteen (14) days from the date when the goods should have been available to the consignee.

Limitation of Corporation's Liability

21. Subject to the provisions of these bylaws, in respect of the carriage of goods the Corporation assumes the liabilities, obligations, rights, and protection of a common carrier, subject to the following special limitations and exceptions:

- (1) If the Corporation shall have exercised all due diligence to make the aircraft carrying any goods in all respects airworthy and properly manned, equipped, and supplied:
 - (a) Neither the Corporation nor its agents and servants shall be responsible for loss or damage arising or resulting from faults or errors in navigation or in the management of the aircraft:
 - (b) Neither the Corporation nor its agents and servants shall be responsible for loss or damage arising or resulting from:
 - (i) Dangers and perils associated with aerial navigation:
 - (ii) Acts of God:
 - (iii) Acts of public enemies:
 - (iv) Inherent defect, quality, or vice of the thing carried:
 - (v) Insufficiency of package:
 - (vi) Pillage or theft facilitated by insufficiency of package:
 - (vii) Seizure under legal process:
 - (viii) Any act or omission of the consignor or owner of the goods or his agent or representatives:
 - (ix) Saving or attempting to save life or property or deviating in rendering such service.

SCHEDULE—*continued*

- (2) Neither the Corporation nor its agents and servants shall in any event be or become liable for any loss or damage to or in connection with any goods to any greater extent than the actual value of such goods, or in the case of partial loss or damage the actual extent and value of such partial loss or damage, but in neither case shall its liability exceed fifty pounds (£50) for any one package or unit unless the nature and value of such goods have been declared by the consignor before acceptance for carriage and agreed to by the Corporation and inserted in the consignment note, and such additional charges in respect thereof as may have been fixed by the Corporation paid by the consignor. Any declaration embodied in the Corporation's consignment note shall be prima facie evidence only of value and shall not be binding or conclusive on the Corporation:
- (3) Neither the Corporation nor its agents and servants shall be responsible in any event or in any amount for loss of or damage to or otherwise in connection with goods if the nature or value thereof has been knowingly mis-stated by the person completing the consignment note:
- (4) The foregoing provisions of this bylaw shall not apply in relation to the carriage by air of live animals or creatures or of other goods which in the consignment note are stated as being carried by special contract at the consignor's risk:
- (5) If the Corporation shall agree to carry live animals or creatures otherwise than at consignor's risk, in the absence of special contract to the contrary, the limitations in the Carriers Act 1948 shall apply in respect of such animals or creatures.

PART IV—CARRIAGE OF PASSENGERS AND BAGGAGE

Tickets and Reservations

22. (1) Passengers and baggage will be carried at the fares and rates set out from time to time in the Corporation's tariff. Subject as hereinafter provided, no passenger will be permitted to emplane except upon surrender of the passenger ticket issued to him.

(2) Any person being an invitee, whether for consideration or otherwise, of the charterer of a Corporation aircraft, or any member of a travel group in respect of which group a single ticket has been issued, will be permitted to emplane without surrender of a separate passenger ticket subject to the undermentioned terms and conditions:

- (a) Carriage will be subject in all respects to the limitation, reservations, exceptions, and provisions of the Corporation's bylaws and to the Air Services Licensing Regulations 1952 (1952/142) and amendments to the same extent as if a separate ticket had been issued to or in respect of such person:
- (b) The charterer or the person contracting for the group-travel arrangement as the case may be shall be and shall be deemed for all purposes to be the agent of such person with full authority to contract on such person's behalf that the carriage shall, notwithstanding the absence of a separate ticket, be subject as aforesaid.

SCHEDULE—*continued*

(3) The issue of a passenger ticket without a reservation endorsed thereon shall not constitute a reservation for any particular date, aircraft, or service, and any passenger presenting himself for emplaning without prior reservation will not be permitted to emplane until and unless all reservations have been taken up and a seat is then available for such passenger.

(4) An intending passenger who has not made a reservation shall report to the Corporation's office at the airport of departure not less than fifteen (15) minutes before the time appointed for the departure of the aircraft by which he wishes to depart and, so far as the Corporation may be able to do so, unreserved accommodation will be allotted to such passenger.

(5) Subject to the provisions of bylaw 31, each ticket issued shall be valid and available for six (6) calendar months from the date of issue shown thereon. A ticket shall not be transferable and shall be used by the passenger or passengers named thereon only.

(6) All passengers will be carried subject to the limitations, reservations, and exceptions provided by these bylaws and by the Air Services Licensing Regulations 1952 (1952/142) and amendments.

Privilege and Concession Tickets

23. Any passenger emplaning on a ticket issued by the Corporation otherwise than for payment of the prescribed fare shall in all respects be carried subject to the provisions of these bylaws and of the said regulations. Such passenger shall have the same rights, obligations, privileges, and immunities as are applicable in the case of a fare-paying passenger.

Assembly for Ground Transportation

24. The assembly placed for reserved passengers and the times of departure of ground transportation will from time to time be advised by the Corporation's timetables and shown upon tickets when reservations are made.

Children's Fares

25. (1) Any child under four (4) years of age if carried in the arms of an adult will be carried free, but if occupying a seat will be carried at half fare. If a request is made for the allotment of a seat at half fare in respect of any child under four (4) years of age the Corporation will endeavour to allot the seat, but the Corporation reserves the right to allot available accommodation to adult passengers.

(2) Any child over four (4) years of age and under fifteen (15) years of age, whether accompanying an adult or not, will be carried at half fare.

Baggage Allowance

26. (1) Each passenger (including a child travelling at half fare) shall be entitled to a free allowance in respect of baggage of 35 lb.

(2) Children under four years of age for whom no fare is being charged under bylaw 25 (1) are not entitled to any free-baggage allowance.

SCHEDULE—*continued*

(3) In the case of any passenger or child of any age arriving by air from outside New Zealand or proceeding by air outside New Zealand with baggage in excess of the limits fixed by this bylaw, the Corporation, on such passenger establishing overseas status, will increase the free-baggage allowance set out in subclause (1) of this bylaw to the allowance prescribed by such passenger's overseas ticket.

Excess Baggage Charges

27. All baggage in excess of the limits provided for in bylaw 26 will be carried and charged for at freightair rates.

Prohibited Articles

28. (1) Passengers are prohibited from carrying on their persons or in their baggage:

(a) Articles which are prohibited from carriage as "goods" by bylaw 11:

(b) Live animals or creatures:

(c) Any intoxicating drink or any alcoholic liquor unless the same is carried in passenger's checked baggage:

(d) Dangerous articles, arms, munitions, explosives, corrosives, and articles which may be easily ignited; articles or things which are offensive or evil smelling; and any article of a character likely to inconvenience passengers or which is or may be dangerous to the aircraft, its crew, or passengers, or to any other baggage or goods carried therein.

(2) Any passenger wishing to carry articles prohibited by (b), (c), or (d) above may in the discretion of the Corporation be given permission to do so, provided that such article is segregated, packed, loaded, or otherwise controlled in such manner as may in the particular circumstances be determined by an authorised officer of the Corporation, and in such event the passenger shall be deemed to fully indemnify the Corporation in respect of all consequences howsoever arising from such carriage.

(3) Any passenger committing a breach of this bylaw may, in the discretion of the pilot in charge or any authorised officer of the Corporation, be refused carriage or may be off-loaded at any stopping place in the course of carriage.

Carriage of Baggage

29. Baggage will be carried by the Corporation upon and subject to the following conditions:

(1) The following property will not be carried as baggage:

(a) Articles which, owing to their dimensions, weight, or character are, in the opinion of the Corporation, unsuitable for carriage as baggage in aircraft:

(b) Goods (merchandise).

(2) Baggage, other than baggage of which the passenger is permitted by an authorised officer to retain personal charge during carriage, shall be handed over at the assembly place or airport, and the Corporation will furnish the passenger with a baggage check therefor:

SCHEDULE—*continued*

- (3) If any contravention of the Corporation's bylaws as to the carriage of baggage is suspected, the Corporation may verify if the contents of the baggage comply with these bylaws. The bearer of the baggage check will be called upon to assist at such verification. If he does not attend, or if he cannot be found, verification will be effected by an authorised officer of the Corporation in his absence. If a contravention is proved the cost of verification shall be paid by the bearer of the baggage check:
- (4) Delivery of checked baggage will be made to the bearer of the baggage check against delivery of the baggage check. The Corporation shall not be bound to verify if the bearer of the check is entitled to delivery:
- (5) Failing presentation of the baggage check the Corporation shall be bound to deliver the baggage only if the claimant otherwise establishes his right to the satisfaction of the Corporation. If such right appears to be insufficiently established the Corporation may require indemnity or security to be given as a condition of the release of the baggage:
- (6) The receipt, without complaint, of baggage by the bearer of the baggage check or other party entitled shall be prima facie evidence that the baggage has been delivered in good order and condition and in accordance with the contract of carriage:
- (7) In case of loss of baggage or contents or damage to baggage or contents the passenger or person presenting the baggage check shall lodge a complaint to the Corporation immediately after discovery of the loss or damage, and no complaint will be entertained by the Corporation in respect of loss of contents or damage thereto if made more than twenty-four (24) hours from the time of delivery of the baggage:
- (8) Baggage will be carried when possible in the same aircraft as the passenger, but the Corporation shall be under no obligation so to do and may forward baggage by any other aircraft without being responsible for any delay or other inconvenience thereby occasioned.

Left Baggage

30. Pending receipt for carriage, or after carriage, baggage may, without charge, be left in the custody of the Corporation in exchange for a left-baggage check for each package or unit so deposited. After the expiration of fourteen (14) days, storage will accrue at the rate of 1s. per week or part of a week for each package or unit. Left luggage will be received and held subject to the conditions hereinafter set forth:

- (1) The Corporation shall not be liable for loss of or damage to any baggage arising from fire, tempest, theft, earthquake, or any other cause beyond the control of the Corporation:
- (2) The Corporation shall not be liable for loss of or damage to any baggage directly or indirectly caused or contributed to by insufficient packing or inadequate fastenings, or in respect of perishable, fragile, or brittle articles in any baggage:

SCHEDULE—*continued*

- (3) Delivery will be made of left baggage subject to the same conditions, exceptions, and provisos as set out in bylaw 29, sub-clauses (4), (5), (6), and (7) relating to the delivery of checked baggage:
- (4) Subject to the special exceptions contained in this bylaw, neither the Corporation nor its servants or agents shall in any event be or become liable in respect of loss of or damage to any left baggage to any greater extent than the actual value of such baggage, or in the case of partial loss or damage the actual extent and value of such partial loss or damage, but in neither case shall its liability exceed £50 for any one package or unit.

Cancellations and Refunds

31. (1) If a reserved passenger does not arrive (or arrives too late to permit the necessary documentation to be completed) for the aircraft for which he holds such reservations, the reservation shall lapse and the ticket shall become invalid, and the passenger shall not be entitled to any refund in respect thereof, but the Corporation upon application in that behalf may, in its discretion, having regard to all the circumstances in the case, refund the fare in whole or in part and upon and subject to such conditions as it may determine.

(2) If any reservation is cancelled and the Corporation is notified not less than seventy-two (72) hours before the scheduled time of departure, upon surrender of the ticket, the fare will either be refunded in full or, at the option of the holder, will be applied towards the purchase of a new ticket.

(3) If any reservation is cancelled and the Corporation is notified:

- (a) Less than seventy-two (72) hours but more than twenty-four (24) hours before the scheduled time of departure, upon surrender of the relative ticket, the fare, less ten (10) per cent thereof, will be refunded or, at the option of the holder, will be applied without any deduction as aforesaid towards the purchase of another ticket:
- (b) Less than twenty-four (24) hours but more than 30 minutes before the scheduled time of departure, upon surrender of the ticket, the fare, less twenty-five (25) per cent thereof, will be refunded or, at the option of the holder, will be applied without any deduction as aforesaid towards the purchase of a new ticket.

(4) If any flight is cancelled by the Corporation for any reason or if any aircraft is obliged to return to the airport of departure and the flight is abandoned the passenger shall be entitled to repayment of the whole of the fare. If any flight is partially performed and the passenger is not carried to his destination by other transportation at the Corporation's expense he shall be entitled to repayment of the fare for the non-completed portion thereof.

(5) Any application for a refund of fare shall be lodged within four (4) weeks from the named date of travel or prior to the expiry date of the ticket (whichever may be the earlier) and at the booking office which issued the ticket. The Corporation may in its discretion reject any application out of time.

SCHEDULE—*continued*

Breaks in Journey and Stopovers

32. Any passenger wishing to stop over at any intermediate airport shall notify the Corporation and make arrangements in that behalf at the time of booking, and shall obtain separate reservations and separate tickets for each stage of carriage. The unused portion of the ticket of any passenger who for his own convenience breaks a through carriage, without having made the aforesaid arrangements, shall become invalid and the passenger shall not be entitled to any refund in respect thereof, but the Corporation may, on application in that behalf, in its discretion, apply the provisions of subclause (1) of bylaw 31 to any such application.

Seats

33. Allotment of a specified seat on the aircraft will be shown on the ticket, but the pilot in charge of the aircraft or any authorised officer of the Corporation in his discretion may at any time prior to or during flight require any passenger or passengers to change seats.

Passengers Proceeding Independently to Airport

34. Any reserved passenger who does not report at the assembly place specified in the ticket shall report at the airport of departure not less than fifteen (15) minutes before the scheduled time of departure of the aircraft for which he is reserved. Any reserved passenger arriving at the airport of departure less than fifteen (15) minutes before the scheduled time of departure may be refused carriage, and in such event the ticket of such passenger will become invalid and the passenger shall not be entitled to any refund in respect thereof, but the Corporation may, on application in that behalf, in its discretion, apply the provisions of subclause (1) of bylaw 31 to any such application.

Off-loading Undesirable Passengers

35. (1) The pilot in charge of any aircraft or any authorised officer may refuse to allow any passenger to emplane whom he shall consider to be an undesirable person for carriage by air or may require any such person having already emplaned to deplane at any time prior to departure or at any stopping place of the flight.

(2) The fare or the unused portion thereof of any such passenger will be refunded by the Corporation, unless in the opinion of the pilot in charge or of the authorised officer such passenger was under the influence of alcohol, or self-administered drugs, or by his own misconduct in any respect had made or was likely to make himself an undesirable person to carry in the aircraft; and in such case the ticket of the passenger shall become invalid and the fare be forfeit to the Corporation.

(3) Except as provided in this bylaw the Corporation shall not be under any liability to any passenger for any expenses or loss whatsoever caused or occasioned to such passenger by reason of his being refused permission to emplane or being deplaned prior to departure or *en route* pursuant to this bylaw.

SCHEDULE—*continued**Limitation of Liability in Respect of Passenger's Baggage*

36. (1) The Corporation shall be liable in respect of checked baggage to the same extent and subject to the same conditions, limitations, exceptions, and provisos as apply to the carriage of goods as set out in bylaw 21 relating to the carriage of goods by air.

(2) The Corporation shall be liable in respect of baggage or other articles (including currency and apparel on the person) of which the passenger shall himself retain personal charge to the same extent and subject to the same conditions, limitations, exceptions, and provisos as apply to the carriage of goods as set out in bylaw 21 relating to the carriage of goods by air, except that in lieu of the limitation therein provided the liability of the Corporation shall be limited in respect of all such baggage or other articles (including currency and apparel on the person) to the sum of one hundred pounds (£100) for and in respect of each such passenger.

PART V—GENERAL BYLAWS

37. No person shall travel or attempt to travel in any aircraft without having previously paid the proper fare, or with intent to evade payment thereof.

38. No person having paid the fare to a particular airport shall knowingly and wilfully proceed in any aircraft beyond such airport without previously paying the additional fare for such additional carriage and receiving the permission of the pilot in charge or any authorised officer to continue as a passenger in the aircraft.

39. No person shall enter or leave or attempt to enter or leave any aircraft until instructed to do so by the pilot or any authorised officer of the Corporation.

40. No person shall without express permission under bylaw 28 (2) take or attempt to take into any aircraft any article or object otherwise prohibited by such bylaw.

41. No passenger or other unauthorised person shall at any time enter or attempt to enter the cockpit or control cabin of any aircraft, or interfere with or use or operate any of the controls, equipment, or appliances of any aircraft other than those appliances especially provided for the use and operation of passengers as such.

42. Each passenger, visitor, and other person shall comply immediately with all orders in any way relating to the Corporation's aircraft given by the pilot in charge or any authorised officer.

43. No passenger shall, except in emergency, open or attempt to open the external cabin doors or emergency exits of any aircraft.

44. No passenger shall throw or attempt to throw anything out of any aircraft.

45. No passenger, visitor, or other person, whether a servant of the Corporation or not, shall smoke or light any match in any aircraft or within fifty (50) feet of any aircraft or attempt to do so unless expressly authorised so to do by the pilot in charge of the aircraft or by an authorised officer; but this bylaw shall not apply to any building on any airport or compartment in an aircraft in which appears a statement under the authority of the Corporation that smoking is permitted therein.

SCHEDULE—*continued*

46. No person shall break, destroy, mar, or interfere with any fitting or any part of the equipment of any aircraft of the Corporation or any other property of the Corporation, nor attempt to do so.

47. No person shall make use of insulting or abusive language to any servant of the Corporation while in the execution of his duty, or make use of indecent, insulting, or blasphemous language on any part of the Corporation's premises, aircraft, or ground transportation.

48. No person shall commit any nuisance or gamble or consume intoxicating liquor on the Corporation's aircraft, ground transportation, or premises to which passengers or members of the public have access or do any act whatsoever thereon which may be objectionable to any other person lawfully on such aircraft, ground transportation, or premises as aforesaid.

49. No unauthorised person shall enter or attempt to enter any of the Corporation's aircraft, workshops, or hangars or enter or attempt to enter any of the Corporation's other premises other than booking offices and waiting rooms provided expressly for public use.

50. No servant of the Corporation shall receive any gratuity, and no person shall give or offer a gratuity to any such servant.

Penalties

51. In addition to and not in substitution for any forfeiture, liability, or other consequence which may be incurred by any person in terms of the Corporation's bylaws, if any person fails or refuses or neglects to do anything required by the Corporation's bylaws to be done, observed, or performed, or in any manner obstructs, impedes, or interferes with the doing of anything enjoined or required or authorised to be done, or wilfully does anything prohibited by the Corporation's bylaws, every such person in each and every case so offending shall be liable on summary conviction to a penalty not exceeding twenty pounds (£20).

Revocation

52. The bylaws published in *Gazette*, 20 March 1947, page 345, are hereby revoked.

T. J. SHERRARD,
Clerk of the Executive Council.

EXPLANATORY NOTE

This note is not part of the regulations, but is intended to indicate their general effect.

These regulations approve, as required by the New Zealand National Airways Act 1945, bylaws made by the New Zealand National Airways Corporation.

Issued under the authority of the Regulations Act 1936.
Date of notification in *Gazette*: 4 September 1958.
These regulations are administered in the Air Department.