

1971/179



**THE NEW ZEALAND NATIONAL AIRWAYS CORPORATION
BYLAWS ORDER 1971**

ARTHUR PORRITT, Governor-General

ORDER IN COUNCIL

At the Government House at Wellington this 23rd day of August 1971

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to 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.

O R D E R

1. Title—This order may be cited as the New Zealand National Airways Corporation Bylaws Order 1971.

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

3. Revocations—The following orders are hereby revoked:

- (a) The New Zealand National Airways Corporation Bylaws Order 1958*:
- (b) The New Zealand National Airways Corporation Bylaws Order 1958, Amendment No. 1†:
- (c) The New Zealand National Airways Corporation Bylaws Order 1958, Amendment No. 2‡:
- (d) The New Zealand National Airways Corporation Bylaws Order 1958, Amendment No. 3§.

*S.R. 1958/123
†S.R. 1962/78
‡S.R. 1966/60
§S.R. 1967/236

SCHEDULE

BYLAWS

PRELIMINARY

1. *Title*—These bylaws may be cited as the New Zealand National Airways Corporation Bylaws 1971.

2. *Interpretation*—(1) In these bylaws, unless the context otherwise requires,—

“Airport” means any defined area of land or water intended or designed to be used either wholly or partly for the landing, departure, movement, and servicing of aircraft, and licensed or approved as an aerodrome under the Civil Aviation Regulations 1953; and includes any buildings, installation, and equipment on or adjacent to any such area used in connection with the airport or its administration:

“Animal” includes any bird, reptile, amphibian, insect, or fish:

“Authorised officer” or “authorised person”, in relation to any matter, means any servant of the Corporation acting or employed in that matter pursuant to a direction (whether general or specific) of the Corporation or a superior officer or pursuant to a direction of any other lawful authority:

“Baggage” means—

(a) Checked baggage; or

(b) Baggage, personal effects, or other articles, not being checked baggage, in the possession of the passenger, or in the possession of another person (being a person accompanying the passenger or a servant or agent of the Corporation):

“Cargo” means all kinds of movable property, including animals; but does not include baggage and mails or postal articles:

“Checked baggage” means baggage, personal effects, or other articles checked or registered with the Corporation or handed over to the Corporation (whether or not a check or form of receipt is issued) as baggage intended to be carried under the contract for carriage of the passenger:

“Consignee” means the person to whom any cargo is consigned; and includes the agent for the owner of the cargo, any agent for the sale or custody of the cargo, the holder of any document of title to the cargo, and any other person having any right or title to the cargo or possession thereof:

“Consignor” means the person consigning any cargo; and includes the owner, agent for the owner, and any other person having any right, title, or interest to or in the cargo or the possession thereof:

“Contractor” means any person with whom the Corporation has entered into a contract pursuant to section 16 of the New Zealand National Airways Act 1945:

“Corporation” means the New Zealand National Airways Corporation.

(2) For the purposes of the interpretation of these bylaws, the provision of the Acts Interpretation Act 1924 shall apply in all respects as if these bylaws were an Act within the meaning of that Act.

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

3. *Contracts of carriage subject to bylaws*—(1) Every contract made by the Corporation for the carriage of passengers, cargo, or baggage shall be subject to the provisions of these bylaws except so far as any of those provisions is excluded or modified by a specific provision in the contract.

(2) The provisions of subclause (1) of this bylaw shall apply to contracts made by a contractor in the course of operating any service on behalf of the Corporation.

4. *Bylaws subject to Part II of Carriage by Air Act*—These bylaws are subject to the provisions of Part II of the Carriage by Air Act 1967.

5. *Delivery of passengers and cargo*—(1) The Corporation does not undertake to deliver passengers, baggage, or cargo by any fixed or certain time or to carry passengers, baggage, or cargo by any particular service or aircraft.

(2) The time stated on any ticket, consignment note, timetable, or other document issued by the Corporation, for the departure or arrival of a Corporation aircraft from or at any specified place, is the time that it is intended, as far as circumstances permit, the aircraft shall depart from or arrive at that place, but any such departure or arrival at the time stated is not guaranteed.

6. *Off-loading*—If any question arises 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, baggage, or cargo shall be carried and which passengers, baggage, or cargo shall be off-loaded, and the decision of the authorised officer shall be binding on the passengers concerned and on any person having any interest in the delivery of the baggage or cargo.

7. *Cancellation and postponement of flights*—The Corporation reserves the right to decide whether the meteorological or other conditions for any flight are safe and suitable, and to cancel or postpone departures or arrivals and to determine whether landings should or should not be made at any particular times or airports, and to make any deviation for any such reasons or for any other reasons which, in the opinion of the Corporation, are sufficient.

PART II—CARRIAGE OF GOODS

8. *Consignment notes*—(1) All cargo 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.

(2) The consignor or his agent shall be responsible for ensuring that all particulars relating to the cargo (including the nature and character of the cargo) are correctly and legibly inserted in the consignment note or other freight document, and that any instructions for the completion of the consignment note or freight document are correctly carried out.

(3) The Corporation may reject any consignment note or freight document which in its opinion is inaccurately, insufficiently, or illegibly completed.

9. Suitability of cargo—(1) Any type of cargo for the time being prohibited from carriage under bylaw 12 of these bylaws may not be included in any consignment note or other freight document issued by the Corporation.

(2) In addition to the details given in the consignment note or other freight document, all cargo tendered for carriage by the Corporation shall bear the names and addresses or other identification marks of both the consignor and the consignee written legibly and in a manner not capable of being easily erased.

(3) Only cargo suitable for carriage in the Corporation's aircraft will be accepted for carriage, and the Corporation may, at any time before the commencement of any flight, refuse to accept any cargo which in its opinion is or may become unsuitable for carriage.

(4) All cargo shall be securely and sufficiently packed, parcelled, and protected before delivery to the Corporation for carriage.

(5) The Corporation may refuse to accept for carriage any cargo which in its opinion is not so packed, parcelled, and protected.

10. Special cargoes—(1) Where in the opinion of the Corporation any cargo, because of its fragile or perishable nature or of its particular character, is subject to a special risk, the Corporation may refuse to accept the cargo for carriage or require the consignor to enter into a special contract of carriage, or may impose special conditions of carriage and endorse on the consignment note or freight document an indication that carriage is accepted subject to the special conditions.

(2) The Corporation may refuse to accept for carriage any fragile cargo unless the cargo, on delivery to the Corporation for carriage, is clearly labelled as being of a fragile nature and is so described in the consignment note or freight document.

11. Carriage of live animals—(1) Except as provided in subclause (2), where, pursuant to a contract, the Corporation agrees to carry a live animal by means of an aircraft, the animal shall be deemed to be in the charge of the Corporation only while the animal is inside the aircraft, notwithstanding that the Corporation may provide facilities for the loading, unloading, or keeping of the animal pending its acceptance for air transport or pending its receipt at the conclusion of air transport and notwithstanding that any servant of the Corporation may assist in the loading or unloading of the animal.

(2) Where, pursuant to a contract, the Corporation agrees to carry a live animal partly by means of an aircraft and partly by means of another form of conveyance provided by the Corporation, the animal shall be deemed to be in the charge of the Corporation only from the

time when the animal enters the conveyance in which the carriage commences until the time when it leaves the conveyance in which the carriage ends.

(3) The provisions of this bylaw shall apply in any case where an animal is transhipped from one aircraft to another pursuant to the same contract of carriage.

(4) Subject to any specific provision in a contract to the contrary, the Corporation shall not be liable for any loss of or damage to any live animal occurring at any time when the animal is not in the charge of the Corporation.

12. *Prohibited cargo*—(1) Consignment for carriage on the Corporation's aircraft of the cargo to which this bylaw applies is prohibited.

(2) This bylaw applies to—

(a) Cargo for the time being included in the list of prohibited cargo issued by the Corporation:

(b) Cargo for the time being prohibited from carriage pursuant to regulation 31 of the Civil Aviation Regulations 1953.

(3) The list of prohibited cargo referred to in paragraph (a) of sub-clause (2) of this bylaw shall be available for inspection at Corporation offices.

13. *Connecting services*—(1) If requested by the consignor to do so, the Corporation will, as agent for the consignor, endeavour to make connections with other transport whether by air, sea, or land, but the Corporation does not accept responsibility for its failure for any reason to make any such connection or for any damage to or delay in respect of cargo while it is in the custody of any other carrier to which the cargo is delivered by the Corporation (in this bylaw referred to as the on-carrier).

(2) Notwithstanding the general provisions of these bylaws, if any cargo is delivered by the Corporation to an on-carrier, any claim in respect of that cargo shall be made directly against the on-carrier within such time (if any) as may be fixed by the conditions of carriage of the on-carrier.

14. *Freight charges*—(1) Cargo accepted by the Corporation for carriage shall be carried at the freight charges for the time being prescribed in the tariffs of the Corporation.

(2) Freight and other charges for carriage shall be paid in advance by the consignor unless an agreement to the contrary is made with the Corporation.

15. *Insurance*—The Corporation will, as agent for the consignor, in accordance with the instructions of the consignor, and on prepayment of the appropriate premium, insure against loss of or damage to cargo consigned for carriage by the Corporation.

16. *Receiving and delivery points*—(1) Cargo 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) Cargo 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 undertake to notify the consignee of the arrival of the cargo.

(4) Receipt or delivery of cargo may be arranged at places other than those referred to in subclauses (1) to (3) of this bylaw only pursuant to a special arrangement with the Corporation and subject to such special terms, conditions, and charges as may be determined by the Corporation.

17. *Limitation of liability*—(1) Neither the Corporation nor its agents or servants shall be liable for any loss of or damage to cargo or baggage arising or resulting from—

(a) The inherent defect, quality, or vice of any cargo or baggage; or

(b) Insufficiency of package; or

(c) Pillage or theft facilitated by insufficiency of package; or

(d) Seizure under legal process.

(2) Subject to the provisions of bylaw 11 of these bylaws and of subclause (3) of this bylaw, live animals consigned for carriage in any aircraft of the Corporation shall be carried at the risk of the consignor and the Corporation shall be under no liability in respect of the loss of or damage to any such animal consigned as aforesaid.

(3) The Corporation may by special contract agree to carry any animal otherwise than at the risk of the consignor and, in any such case, in the absence of a provision in the special contract to the contrary, the limitations contained in the Carriers Act 1948 shall apply in respect of the carriage.

PART III—CARRIAGE OF PASSENGERS AND BAGGAGE

18. *Tickets and reservations*—(1) Passengers and baggage will be carried by the Corporation at the fares and rates prescribed for the time being in the tariffs of the Corporation.

(2) Subject to the provisions of this bylaw, no passenger will be permitted to emplane except upon surrender of the passenger ticket issued to him.

(3) Any person who is an invitee, whether for consideration or otherwise, of the charterer of a Corporation aircraft, or any person who is a 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 following terms and conditions:

(a) Carriage will be subject to the provisions of these bylaws and of Part II of the Carriage by Air Act 1967 in all respects as if a separate contract for carriage had been entered into with and a separate ticket had been issued to or in respect of each such person; and

(b) The charterer or the person contracting for the group-travel arrangement, as the case may require, shall be deemed to be the agent for each such person with full authority to contract on that person's behalf on the understanding that the carriage shall, notwithstanding the absence of a separate ticket, be subject as aforesaid.

(4) The issue of a passenger ticket without a reservation endorsed on it 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 the passenger.

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

(6) Subject to the provisions of bylaw 27 of these bylaws, each ticket issued shall be valid and available for 12 calendar months from the date of issue shown thereon. A ticket shall not be transferable and shall be used only by the passenger or passengers named on it.

19. *Privilege and concession tickets*—Any passenger travelling on a ticket issued by the Corporation otherwise than for payment of the prescribed fare shall be carried subject to these bylaws and to Part II of the Carriage by Air Act 1967, and any such passenger shall have the same rights, obligations, privileges, and immunities as are applicable in the case of a passenger paying full fare.

20. *Assembly for ground transportation*—The assembly places and passengers' reporting times will from time to time be prescribed in the timetables of the Corporation and shown on tickets when these are issued for a confirmed reservation.

21. *Children's fares*—(1) Any child under 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, or at such other reduced rates as may for the time being be prescribed in the tariffs of the Corporation.

(2) If a request is made for the allotment of a seat at half fare, or other reduced rate in respect of a child under 4 years of age, the Corporation will endeavour to allot the seat, but the Corporation reserves the right to allot any such seat to an adult passenger whether or not it has been previously allotted to the child.

(3) Any child over 4 years of age and under 15 years of age, whether or not accompanied by an adult, will be carried at half fare, or at such other reduced rate as may for the time being be prescribed in the tariffs of the Corporation.

22. *Baggage allowance*—Each passenger (including a child travelling at reduced fare but excluding a child under 4 years of age carried free) shall be entitled to a free allowance in respect of checked baggage in accordance with the free baggage allowance as specified in the Corporation's tariffs.

23. *Excess baggage charges*—All baggage exceeding the free baggage allowance referred to in bylaw 22 of these bylaws will be carried and charged for at rates for the time being prescribed in the tariffs of the Corporation.

24. *Prohibited baggage*—(1) No passenger may carry any of the following items in his baggage:

- (a) Any article which is prohibited from carriage as cargo under bylaw 12 of these bylaws:
- (b) Any live animal:
- (c) Any intoxicating drink or alcoholic liquor unless it is carried in the passenger's checked baggage:
- (d) Any dangerous article, arms, munitions, explosives, corrosives, or article which may be easily ignited:
- (e) Any article or thing which is offensive or evil smelling:
- (f) 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 baggage or cargo carried in the aircraft.

(2) Notwithstanding the provision of subclause (1) of this bylaw, any passenger wishing to carry any article prohibited from carriage by paragraph (b), paragraph (c), or paragraph (d) of that subclause may, in the discretion of the Corporation, be given permission to do so if the 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.

(3) Where any article is permitted to be carried under subclause (2) of this bylaw, the passenger shall be deemed to have indemnified the Corporation fully in respect of all consequences howsoever arising from the carriage.

(4) Any passenger who attempts to act or who acts in contravention of any provision of this bylaw may, in the discretion of the pilot in charge of the aircraft or any authorised officer of the Corporation, be refused carriage or may be off-loaded at any stopping place in the course of carriage.

25. *Carriage of baggage*—(1) Baggage will be carried by the Corporation subject to the following conditions:

- (a) Checked baggage shall be handed over at the assembly place or airport, where the Corporation will furnish the passenger with a baggage identification tag:
- (b) If any contravention of these bylaws as to the carriage of baggage is suspected, an authorised officer of the Corporation may verify whether or not the passenger has complied with these bylaws. The bearer of the baggage identification tag will be called upon to assist at any 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 contravention is proved to the satisfaction of the authorised officer, the cost of the verification shall be paid by the bearer of the baggage identification tag:
- (c) The provisions of paragraph (b) of this subclause shall, so far as they are applicable and with the necessary modification, apply in respect of baggage other than checked baggage:
- (d) If any dispute arises as to the right of any person to delivery of checked baggage, the baggage will be delivered to the bearer of the baggage identification tag issued in respect of the

baggage, but the Corporation shall not be bound to verify whether or not the bearer of the baggage identification tag is entitled to delivery:

- (e) Failing presentation of the baggage identification tag, the Corporation shall be bound to deliver checked baggage only if the claimant establishes his right to delivery to the satisfaction of the Corporation. If that right appears to be insufficiently established, the Corporation may require indemnity or security to be given as a condition of delivery of the baggage:
 - (f) Baggage will be carried when possible in the same aircraft as the passenger, but the Corporation shall be under no obligation to do so and may forward baggage by any other aircraft if circumstances prevent the carriage of the baggage in the same aircraft.
- (2) The following property will not be carried by the Corporation 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 an aircraft:
 - (b) Goods which are packaged for sale as merchandise.
- (3) Currency, precious stones, jewellery, and other articles having a high intrinsic value which can conveniently be carried in baggage, other than checked baggage, or on the person of the passenger, shall not be included in checked baggage, and if so included, the Corporation shall not be liable in respect of the loss of or damage to any such articles.
26. *Left baggage*—(1) 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 unit of baggage so left. After the expiration of 14 days from the date when the baggage was so left, storage charges at the rate of 10c a week will accrue for each unit of baggage, or at such other rate as may for the time being be prescribed in the tariffs of the Corporation.
- (2) Left baggage will be received and held subject to the following terms and conditions:
- (a) The Corporation shall not be liable for loss of or damage to any baggage arising from fire, tempest, earthquake, theft, or any cause whatsoever beyond the control of the Corporation:
 - (b) 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:
 - (c) The receipt of baggage without complaint by the person entitled to delivery shall be sufficient evidence, in the absence of proof to the contrary, that the baggage had been delivered in good order and condition:
 - (d) Any person claiming in respect of the loss of or damage to baggage shall lodge a complaint with the Corporation immediately after the discovery of the loss or damage, and no

complaint will be entertained by the Corporation in respect of any such loss or damage if made more than 14 days after the delivery of the baggage:

- (e) Failing presentation of the left baggage check, the Corporation shall be bound to deliver left baggage only if the claimant establishes to the satisfaction of the Corporation his right to delivery. If that right appears to be insufficiently established, the Corporation may require indemnity or security to be given as a condition of delivery of the baggage:
- (f) Subject to the provisions of this bylaw, neither the Corporation nor its servants or agents shall be liable for loss of or damage to left baggage to any greater extent than the amount of damage proved to have been sustained or the sum of \$240 in respect of each unit of baggage, whichever amount is the smaller.

27. *Cancellations and refunds*—(1) If any reservation is cancelled and the Corporation receives at least 36 hours notice of cancellation, upon surrender of the ticket the fare will either be refunded in full or, at the option of the holder, applied towards the purchase of a new ticket.

(2) If any reservation is cancelled and the Corporation is notified not less than 30 minutes before the scheduled time of departure of the aircraft, the passenger, upon surrender of the ticket, shall be entitled to a refund of the fare less 10 percent of its value or, at his option, the amount of the fare will be applied without deduction towards the purchase of a new ticket.

(3) If a reserved passenger does not arrive, or arrives too late for the completion of the necessary documentation, for passage in the aircraft for which he holds a reservation the reservation shall lapse and his ticket shall become invalid, and the passenger shall not be entitled to any refund in respect of it.

(4) Notwithstanding anything in subclauses (1) to (3) of this bylaw, the Corporation, on application in that behalf, may in its discretion and having regard to all the circumstances of the case make such refund, and upon such conditions as it may determine.

(5) 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 a refund of the whole of his fare. If any flight is partially abandoned and the passenger is not carried by other transportation at the Corporation's expense, he shall be entitled to a refund of the fare for the non-completed portion of the journey.

(6) Every application under this bylaw for a refund of fare shall be lodged within 4 weeks after the named date of travel or before the expiry date of the ticket (whichever is the earlier). The Corporation, in its discretion, may accept any application which does not comply with this subclause.

28. *Breaks in journey*—(1) 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, where complete

carriage is not to start and finish on the same day, shall also obtain separate reservations and separate tickets for each stage of carriage.

(2) The unused portion of the ticket of any passenger who, for his own convenience, breaks a through journey without having made the arrangements referred to in subclause (1) of this bylaw shall become invalid and the provisions of bylaw 27 of these bylaws shall apply with respect to any application for and the granting of any refund of fare to that passenger.

29. *Seats*—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 may, in his discretion, at any time before or during flight require any passenger to change seats.

30. *Passengers proceeding independently to airport*—(1) Any reserved passenger who does not report at the assembly place specified in the ticket shall report to the airport of departure not less than 15 minutes before the scheduled time of departure of the aircraft for which he is reserved.

(2) Any reserved passenger arriving less than 15 minutes before the scheduled time of departure may be refused carriage, and if carriage is so refused the ticket of the passenger shall become invalid and, subject to the provisions of subclause (4) of bylaw 27 of these bylaws, the passenger shall not be entitled to any refund in respect of it.

PART IV—GENERAL BYLAWS

31. *Off-loading of passengers*—(1) The pilot in charge of any aircraft or any authorised officer of the Corporation may refuse to allow any passenger whom he considers an undesirable person for carriage by air to emplane, or may require any such person who has emplaned to deplane at any time before departure or at any stopping place of the flight.

(2) The fare, or the unused portion of it, of any such passenger will be refunded by the Corporation unless, in the opinion of the pilot in charge or the authorised officer who refused passage, the passenger, by reason of being under the influence of alcohol or of self-administered drugs or by reason of his misconduct had become or was likely to become an undesirable passenger; and in any such case the ticket of the passenger shall become invalid and the passenger shall not be entitled to any refund of fare.

(3) Except as provided in this bylaw the Corporation shall not be under any liability for any expenses or loss suffered by the passenger or any other person by reason of the passenger having been refused passage under this bylaw.

32. *Passenger restrictions*—(1) No person shall travel or attempt to travel in any aircraft of the Corporation without having paid the correct fare, or with intent to evade payment of it.

(2) No person, having paid the fare for a journey to a particular airport, shall proceed in any aircraft of the Corporation beyond that

airport without having paid the appropriate additional fare and having received the permission of the pilot in charge of the aircraft or of an authorised officer to continue as a passenger in the aircraft.

(3) No person shall enter or leave or attempt to enter or leave any aircraft of the Corporation until instructed to do so by the pilot in charge or an authorised officer.

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

(5) Each passenger, visitor, or other person in an aircraft of the Corporation shall comply immediately with all orders relating to the aircraft given by the pilot in charge or an authorised officer.

(6) No passenger shall, except in an emergency, open or attempt to open the external cabin doors or emergency exits of any aircraft of the Corporation.

(7) No passenger shall throw anything out of an aircraft of the Corporation.

(8) No passenger, visitor, or other person, whether or not a servant of the Corporation, shall smoke or light any flame in any aircraft of the Corporation or within 50 feet of any such aircraft or attempt to do so unless expressly authorised by the pilot in charge of the aircraft or an authorised officer:

Provided that this subclause shall not apply in respect of any building or any airport or compartment in an aircraft in which appears a statement under the authority of the Corporation that smoking is permitted therein, or a sign indicating that smoking is not prohibited.

33. *Maintenance of order*—(1) 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.

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

(3) No person shall commit any nuisance or gamble or do any other act which is objectionable to any other person lawfully on any premises, aircraft, or ground transportation owned or controlled by the Corporation and to which the public have access.

(4) No person, unless authorised to do so, shall enter or attempt to enter any of the Corporation's aircraft, workshops, or hangars or any of the Corporation's other premises other than booking offices and waiting rooms provided expressly for public use.

(5) No servant of the Corporation shall receive any gratuity.

34. *Offences*—(1) Every person who intentionally, knowingly, or recklessly contravenes any of the provisions of bylaw 32 or bylaw 33 commits an offence and shall be liable on summary conviction to a fine not exceeding \$40.

(2) The penalty prescribed by this bylaw is in addition to and not in substitution for any forfeiture, liability, or other consequence which may result from the breach of any provision of these bylaws.

35. *Revocations*—The New Zealand National Airways Corporation Bylaws 1958 and the amendments thereto are hereby revoked.

P. J. BROOKS,
Clerk of the Executive Council.

EXPLANATORY NOTE

This note is not part of the order, but is intended to indicate its general effect.

This order approves bylaws made by the National Airways Corporation, as required by the New Zealand National Airways Act 1945.

Issued under the authority of the Regulations Act 1936.
Date of notification in *Gazette*: 26 August 1971.
This order is administered in the Ministry of Transport.