

5. Any employer who fails to comply with the provisions of the last preceding regulation commits an offence, and the Court may, in addition to any other penalty which may be imposed, order such employer to pay to the person whom he has failed to reinstate a sum not exceeding an amount equal to twelve weeks' remuneration, or remuneration for the period of leave, at the rate at which remuneration was last payable to that person by such employer.

6. In any proceedings for an offence against Regulation 4 hereof it shall be a defence to the employer if he proves that the person formerly employed did not, before the expiration of one month after the termination in New Zealand of such service aforesaid, or before the expiration of six months after the termination overseas of such service aforesaid, or during any period of leave without pay, as the case may be, apply to the employer for reinstatement, or that, having been offered reinstatement by the employer, he failed without reasonable excuse to present himself for employment at the time and place notified to him by the employer, or that by reason of a change of circumstances (other than the engagement of some other person to replace him)—

(a) It was not reasonably practicable to reinstate him; or

(b) His reinstatement in an occupation and under conditions not less favourable to him than those which would have been applicable to him had he not been accepted for service in His Majesty's Forces was impracticable, and that the employer has offered to reinstate him in the most favourable occupation and under the most favourable conditions reasonably practicable.

7. No person shall terminate the employment of any employee either for the purpose of evading or attempting to evade any obligation imposed on him under these regulations or in the expectancy that the employee will or may be accepted for service in His Majesty's Forces.

8. In any proceedings for a breach of the last preceding regulation, if the Court is of opinion that there is reasonable cause for belief that the employment was terminated in breach of the last preceding regulation it shall be deemed to have been so terminated unless the employer proves that such termination was for a reason not connected with the obligations imposed on the employer under these regulations or not connected with an expectancy that the employee would or might be accepted for service in His Majesty's Forces.

9. Where a contract of service is in force between an employer and an employee when the employee is accepted for service in His Majesty's Forces, then—

(a) If an arrangement has been or is entered into between the parties to the contract, or if the contract makes provision for any of the following purposes, that is to say—

(i) For dealing with all or any of the obligations of the parties thereunder in respect of the period of service in His Majesty's Forces; or

(ii) For the reckoning of the period of contractual service in relation to the period of service in His Majesty's Forces; or