

Insurances

12. The Corporation is prepared, as agent for the consignor on his request and on prepayment of the appropriate premium, to effect insurances against loss of or damage to goods in accordance with the consignor's instructions, in so far as such instructions may be capable of being carried out by the Corporation as the consignor's agent.

Receiving and Delivery Points

13. Goods will be received from consignors and delivered to consignees at a town air terminus of the Corporation or by arrangement with and in the discretion of the Corporation at the airport at the point of departure or arrival, as the case may be.

Receipt or delivery of goods may be arranged at other places only by special arrangement with the Corporation and upon payment of such extra charge as may be required by the Corporation.

Non-delivery to Consignee

14. 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 any return freight charges on such goods.

In the event of non-delivery to the named consignee the Corporation may sell perishable goods, or other goods which it is impossible to return to the consignor, and payment or tender to the consignor of the proceeds of any such sale after deduction of all proper charges and expenses in relation thereto shall be a complete discharge to the Corporation from all liability in respect of such goods.

Complaints and Claims

15. All complaints, claims, or inquiries concerning goods shall be made by the consignor in writing and addressed to the office of the Corporation at which such goods were handed over to it.

All actions and proceedings against the Corporation, its directors, officers, and agents shall be brought in strict compliance with the provisions of section 32 of the Act.

Limitation of Corporation's Liability

16. 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 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 or 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.

(2) Neither the Corporation nor its agents or servants shall in any event be or become liable for any loss or damage to or in connection with any goods to, say, 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 inserted in the Corporation's 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.

By agreement between the Corporation and the consignor a limit in excess of fifty pounds (£50) may be fixed.

(3) Neither the Corporation nor its agents or servants shall be responsible in any event or in any amount for loss or damage to or in connection with goods if the nature or value thereof has been knowingly mis-stated by the consignor in the consignment-note.

(4) The foregoing provisions 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 arrangement at the consignor's risk.

PART III

CARRIAGE OF PASSENGERS AND BAGGAGE

Tickets and Reservations

17. Passengers and baggage will be carried at the fares and rates set out from time to time in the Corporation's tariff.

No passenger will be permitted to emplane until he has surrendered the passenger ticket issued to him.

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 an unreserved seat is then available for such passenger.

Reservations may be made on or at any time after the issue of a ticket, and passengers are referred to the Corporation's information sheets as to the procedure to be followed to secure reservations.

Intending passengers who have not made reservations shall report to the Corporation's office at the airport of departure not less than thirty (30) minutes before the time appointed for the departure of the aircraft by which they wish to depart, and so far as the Corporation may be able to do so unreserved accommodation will be allotted to such passengers.

All tickets 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 named only.

All passengers will be carried subject to the limitations, reservations, and exceptions provided by these by-laws.

Privilege and Concession Tickets

18. Any passenger emplaning on a ticket issued to him by the Corporation otherwise than for payment of the prescribed fare shall in all respects be carried subject to the provisions of these by-laws.

Such passenger shall have the same rights, obligations, privileges, and immunities as are applicable in the case of fare-paying passengers.

Return Tickets

19. The return portion of any ticket shall be valid and available for return journey for six (6) calendar months from the date of issue shown thereon, and all return tickets shall, in respect of both the outward and the return journey, be subject to the provisions of these by-laws relating to reservations.

The issue of a return ticket with a reservation for the outward journey shall not constitute a reservation for any particular date, aircraft, or service in respect of the return journey, for which a separate reservation may be made by the passenger prior to the date on which the passenger intends to return.

Ground Transportation

20. Transportation will be provided without additional charge for passengers by the Corporation between the town terminus of the Corporation and the airport of departure or arrival. The assembly places for passengers and the times of departure will be from time to time advised by the Corporation's time-tables and upon tickets when reservations are made.

Children's Rates

21. (1) Children under three (3) years of age carried in the arms of an adult will be carried free, but no adult will be permitted to carry free more than one child under three (3) years of age.

(2) If any adult is accompanied by more than one child under three (3) years of age such adult will be required to pay for one seat (if available) at half-rates, and in such case the child accompanying such adult shall be entitled to the appropriate baggage-allowance in respect of children under twelve (12) years of age.

(3) Children over three (3) years of age and under twelve (12) years of age will be carried at half-fare.

(4) In cases (2) and (3) above the Corporation will endeavour to allot a seat at half-fare, but the Corporation reserves the right to allot available accommodation to adult passengers.

Baggage-allowance

22. (1) Each passenger shall be entitled to a free allowance in respect of baggage of thirty-five (35) pounds.

(2) Children under twelve (12) years of age travelling at half-fare shall be entitled to a free baggage-allowance of seventeen (17) pounds.

(3) Children under three (3) years of age for whom no fare is being charged under By-law No. 21 (1) are not entitled to any baggage-allowance.

(4) In the case of any passenger or child of any age arriving from abroad by air or proceeding abroad by air with baggage in excess of the limits fixed by this by-law, the Corporation may increase the foregoing free baggage-allowance to such limits as it may in its discretion deem appropriate.

Excess Baggage Charges

23. All baggage in excess of the limits provided by By-law No. 21 will be carried upon the condition that—

(1) Any excess baggage of adult passengers beyond thirty-five (35) pounds shall be charged for at half freight rates up to sixty (60) pounds and at full freight rates for any weight in excess of sixty (60) pounds.

(2) Any excess baggage of children (travelling at half-rates) beyond seventeen (17) pounds shall be charged for at half freight rates up to thirty (30) pounds and at full freight rates for any weight in excess of thirty (30) pounds.

Prohibited Articles

24. (1) Passengers are prohibited from carrying on their persons or in their baggage—

(a) Articles which are prohibited by any statute or regulation from being carried in aircraft.

(b) Live animals or creatures.

(c) Any intoxicating drink or any alcoholic liquor.