

- (d) Dangerous articles, arms, munitions, explosives, corrosives, and articles which may be easily ignited; articles or things which are offensive or evil smelling; and all articles of a character likely to inconvenience passengers or which are or may be dangerous to the aircraft, its crew, and passengers, and to any goods carried therein.
- (e) Any passenger wishing to carry any arms and ammunition for hunting or sporting purposes may be given permission so to do provided that such arms are unloaded and dismantled as much as possible and carried in a case, and that such arms and ammunition are packed in such a manner as to cause no danger to the aircraft, its crew, and passengers, or to any goods carried thereon.

(2) Any passenger committing a breach of this by-law may, in the discretion of the pilot in charge or any authorized officer of the Corporation, be refused carriage or may be off-loaded at any convenient point in the course of the journey.

Carriage of Baggage

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

(1) The following property is excluded from carriage as baggage:—

- (a) Articles which, owing to their dimensions, their weight, or their character are, in the opinion of the Corporation, unsuitable for carriage as baggage in aircraft;
- (b) Goods (merchandise).

(2) Baggage, other than baggage which the passenger is permitted by an authorized officer to retain during trip, shall be handed over at the booking-office or airport, and the Corporation will furnish the passenger with a baggage check therefor.

(3) If any contravention of the Corporation's by-laws as to the carriage of baggage is suspected the Corporation may verify if the contents of the baggage comply with these by-laws. 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 authorized 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 the 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 take delivery.

(5) Failing presentation of the baggage check the Corporation shall be only bound to deliver the baggage if the claimant establishes his right. If such right appears to be insufficiently established the Corporation may require 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 contents or damage to baggage the passenger or person presenting the baggage check shall lodge a complaint to the Corporation immediately after discovery of the damage, and no complaint will be entertained by the Corporation if made more than twenty-four (24) hours from the time of receipt of the baggage.

(8) Baggage will be carried when possible in the same aircraft as the passenger if the load of the aircraft permits, but the Corporation shall be under no obligation in this respect and may forward baggage by any other aircraft.

Cancellations and Refunds

26. (1) If any passenger holding a reservation does not arrive (or arrives too late to permit the necessary formalities being completed in time) for the aircraft for which he holds such reservation, 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 of the case, refund any fare in whole or in part and upon and subject to such conditions as it may impose.

(2) If any reservation is cancelled and the Corporation is notified not less than twenty-four (24) hours before the scheduled time of departure the fare, less ten (10) per centum for cancellation and incidental charges, will upon surrender of the ticket be refunded or, at the option of the applicant, applied towards the purchase of a new ticket.

(3) If any reservation is cancelled less than twenty-four (24) hours before the scheduled time of departure the ticket 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 this by-law to any such application.

(4) If any flight is cancelled by the Corporation by reason of weather or any other condition, or if any aircraft returns to the airport of departure without having made a landing on the flight, the passenger shall be entitled to repayment of the whole of the fare. If any flight is partially cancelled 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 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) at the booking-office which issued the ticket. Any application out of time will not be considered by the Corporation.

D

Breaks in Journey and Stop-overs

27. 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 the different stages of the journey.

The unused portion of the ticket of any passenger who for his own convenience breaks a through journey 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 By-law No. 26 to any such application.

Time-tables

28. The hours stated on any ticket or on any time-table or 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 times that it is intended that so far as circumstances shall 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 therefrom.

Seats

29. Allotments of specified seats on the aircraft will be made, but the first pilot in charge of the aircraft or any authorized officer of the Corporation in his discretion may at any time prior to or during flight require any passenger or passengers to exchange seats.

Off-loading

30. (1) The pilot in charge of any aircraft or any authorized officer of the Corporation may refuse to allow any person whom he shall consider to be an undesirable passenger to emplane, or may require any such person having already emplaned to deplane at any time prior to or at any stage of the trip and notwithstanding that such person may be the holder of a ticket.

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

(3) Except as provided in this by-law the Corporation shall be under no liability to any passenger for any expenses or loss whatsoever caused or occasioned to such passenger by his being so refused permission to emplane or being so deplaned.

Passengers proceeding independently to Airport

31. Passengers holding reservations who do not avail themselves of the transport provided by the Corporation shall arrive at the airport of departure not less than fifteen (15) minutes before the scheduled time of departure of the aircraft by which they intend to travel.

Any passenger holding a reservation and arriving at the airport of departure less than fifteen (15) minutes before the scheduled time of departure may be refused his 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 By-law No. 26 to any such application.

PART IV

LIMITATION OF LIABILITY IN RESPECT OF PASSENGER'S BAGGAGE

32. (a) 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 By-law No. 16, relating to the carriage of goods by air.

(b) The Corporation shall be liable in respect of baggage or other articles (including currency) of which the passenger shall himself retain 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 By-law No. 16, 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) to the sum of fifty pounds (£50) New Zealand currency for and in respect of each such passenger.

EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE ARISING FROM DELAYS AND DETENTIONS

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

(b) *Emergency Conditions.*—The Corporation shall not be liable for any claim in respect of loss, delay, to or detention of any passenger caused or occasioned directly or indirectly by compliance or non-compliance with orders or directions howsoever given by His Majesty's Government (which expression shall include the Government of any British Dominion, Colony, or Dependency), or any Department of State, or any person acting or purporting to