

in accordance with a manner of transacting business on behalf of the carrier agreed with the carrier) shall, as soon as is practicable after its receipt, be paid into a bank account, and shall—

- (i) Remain the property of the carrier; and
- (ii) Be held in trust for the carrier.—

until it has been satisfactorily accounted for to the carrier; and

(h) The agent is to notify the carrier, as soon as is practicable after a location of that agent ceases to be a suitable location, of the fact that it has ceased to be a suitable location, and the date upon which it ceased to be a suitable location, and the reasons for its ceasing to be a suitable location; and

(i) The agent is, at every suitable location, to promote carriage on the services of the carrier; and

(j) The agent is, at every suitable location, to arrange the carriage on those services; and

(k) The agent is, at every suitable location, to retain copies of all receipts issued in respect of amounts collected in respect of carriage on those services so arranged; and

(l) The agent is to account to the carrier for all money collected in respect of carriage on those services so arranged; and

(m) The agent is to maintain insurance cover adequate to meet any liability for loss of, or damage to, cargo for the time being under the agent's control.

“Carriage” means any international carriage by air of cargo to which this notice applies:

“Carrier” means any person whose business it is, whether or not in conjunction with any other business, to provide carriage on its own services:

“Carrier identification plate” means a plate, or other device,—

- (a) Issued by a carrier to an agent; and
- (b) Used, or intended to be used, by that agent for printing or otherwise indicating on waybill forms completed by that agent in respect of carriage on the services of that carrier the name or identity of that carrier:

“Commission” means agency commission:

“Employee”, in relation to any other person, means a person—

- (a) Who is a director of or employed by that other person; and
- (b) Who devotes all or nearly all his working time to the business of that other person; and
- (c) Who (in addition to any commission) is paid a director's fees or salary or wages by that other person; and
- (d) Whose name is carried continuously on the payroll or other disbursement records of that other person:

“General cargo agency agreement” means a sales agency agreement delegating to the agent concerned exclusively general authority to represent the carrier concerned in a defined territory in respect of the arrangement of carriage on the services of the carrier, and containing (*inter alia*) provisions to the effect that—

(a) The agent is to solicit and promote carriage on the services of the carrier; and

(b) The agent is, at one or more locations he or it occupies, to provide and maintain a suitable area to be used exclusively for, and is to use it exclusively for, the transaction of business relating to carriage on the services of the carrier; and

(c) The agent is to arrange the distribution of the carrier's timetables, promotional material, and written information relating to the carrier's charges for carriage to approved cargo agents and the general public, in the defined territory; and

(d) The agent is to cause or arrange the delivery of cargo to the receiving points designated by the carrier; and

(e) The agent is to service and supervise, in relation to the arrangement of carriage on the services of the carrier, all approved cargo agents in New Zealand;— but that contains no provision to the effect that the agent (if the agent is a carrier) is precluded from making its services available to other carriers and if that agreement contains any provision to the effect that the agent is to, or is employed to, arrange carriage on the services of the carrier, containing also all the provisions specified in the definition in this subclause of the expression “cargo sales agency agreement”:

“Interline agreement” means an agreement between 2 or more carriers authorising each of them to arrange carriage over the services of the other or others:

“Person” includes a body of persons and a body corporate:

“Principal”,—

(a) In relation to any approved cargo agent, means a carrier on whose approved cargo agents' names and locations list that agent's name for the time being appears; and

(b) In relation to any approved general cargo agent, means a carrier on whose approved general cargo agents' names and locations list that agent's name for the time being appears:

“Sales agency agreement” means a written agreement between a carrier and any other person (whether prepared and executed by that carrier or by some other person on that carrier's behalf) providing for that other person to act as an agent in relation to the arrangement of carriage on the services of that carrier:

“Shipper” means a person who consigns cargo; and, in relation to any cargo, means the shipper who consigns or proposes to consign it:

“Standard cargo plan” means an agreement between one or more approved agents and one or more principals to appoint and authorise a bank or other organisation, for the purpose of facilitating the provision and issue of waybill forms to agents, and the accounting for and settlement of debts between principal and agent, to perform (*inter alia*) all or any of the following functions in relation to carriage:

(a) The receipt of sales transmittals from agents and the extraction and processing of information from those transmittals:

(b) The rendering of billings to agents:

(c) The receipt of remittances from agents:

(d) The disbursement of money to principals:

“Suitable location” means a location (being a location where the agent concerned is actively and principally engaged, and has for at least 6 months been so engaged, in the promotion and sale of carriage) where (*inter alia*) the following facilities are provided by that agent:

(a) The quotation of rates and charges for carriage, and the specification of the conditions subject to which such rates and charges apply:

(b) The assistance of customers in completing the required formalities (including reservations) for carriage:

(c) The delivery, or arrangement of the delivery, of cargo ready for carriage to the appropriate airport:

(d) The acceptance (and delivery as aforesaid) of cargo that comprises or includes any restricted item:

(e) The collection of money from customers, and its remittance to carriers or a standard cargo plan:

“Unsuitable person” means a person who or which—

(a) Being an individual person (and not being a person who, in the opinion of the carrier concerned, either was not responsible for any of the acts and omissions leading to the indebtedness concerned or can now be relied upon to act properly as an agent)—

(i) Is (or is or was a director, shareholder, or person involved in the general management of a person that is) in default under a sales agency agreement with any carrier and owes it money; or

(ii) Was (or is or was a director, shareholder, or person involved in the general management of a person that was) at any time in default under a sales agency agreement with any carrier and met any of his or its debts to that carrier by recourse to a financial bond or guarantee; or

(b) Not being an individual person—

(i) Is in default under a sales agency agreement with any carrier and owes it money; or

(ii) Was at any time in default under a sales agency agreement with any carrier and met any of its debts to that carrier by recourse to a financial bond or guarantee; or

(iii) Has a director, shareholder, or person involved in its management, who is an unsuitable person:

“Waybill” means a document, with a title in any language to the effect that that document is an air consignment note or air waybill, made out by or on behalf of a shipper as evidence of a contract between that shipper and a carrier for the carriage of goods on the services of that carrier:

“Waybill form” means a document that, when completed by a shipper, is capable of constituting a waybill.

(2) Every expression defined in section 2 or section 29A (12) of the Act shall have the meaning assigned to it by that section.

(3) Where any provision of this notice provides that any person may pay any commission to any other person, that provision shall be construed as providing that—

(a) That first-mentioned person may allow, disburse, give, pay, or provide, that commission to that other person; and

(b) That other person may charge, demand, or retain, that commission from that first-mentioned person.

(4) Where a principal of any approved cargo agent has for the time being an interline agreement with any other carrier, this notice shall apply to that agent, and to the payment of commission to that agent, as if that other carrier were a part of that principal.

**3. Application**—This notice applies to all international carriage by air of cargo.

**4. Payment of commission to approved agents**—(1) Subject to the provisions of this notice, if, and only if, any approved agent arranges any carriage on the services of a principal (not being carriage by