

- (h) The agent is to notify the principal, as soon as is practicable after a location of that agent ceases to be an approved cargo location, of the fact that it has ceased to be an approved cargo location, and the date upon which it ceased to be an approved cargo location, and the reasons for its ceasing to be an approved cargo location; and
- (i) The agent is, at every approved cargo location, to promote the carriage of cargo on the services of the principal; and
- (j) The agent is, at every approved cargo location, to arrange the carriage of cargo on those services; and
- (k) The agent is, at every approved cargo location, to retain copies of all receipts issued in respect of amounts collected in respect of the carriage of cargo on those services so arranged; and
- (l) The agent is to account to the principal for all money collected in respect of the carriage of cargo 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:
- "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 principal to an agent; and
- (b) Used, or intended to be used, by that agent for printing or otherwise indicating on travel documents issued by that agent in respect of carriage on the services of that principal the name or identity of that principal:
- "Commission" means agency commission:
- "Employee", in relation to any carrier or agent, means a person—
- (a) Who is a director of or employed by that carrier or agent; and
- (b) Who devotes all or nearly all his working time to the business of that carrier or agent; and
- (c) Who (in addition to any commission) is paid a director's fees or salary or wages by that carrier or agent; and
- (d) Whose name is carried continuously on the payroll or other disbursement records of that carrier or agent:
- "Excess baggage", in relation to the carriage of any passenger, means the extent to which that passenger's baggage exceeds the amount that may be carried free by the carrier on whose services that carriage takes place as is intended to take place:
- "Excess baggage charge" means a charge made by a carrier in respect of excess baggage:
- "Excess value charge" means a charge made by a carrier in respect of the extent to which the declared value of any baggage exceeds—
- (a) A sum calculated at the rate of 250 French gold francs per kilogram, in the case of checked baggage; or
- (b) A sum equivalent to 5000 French gold francs per passenger in the case of unchecked baggage:
- "Exchange order" means a document, issued by a carrier, requesting the issue of a passenger ticket, or the provision of any services, to a person specified in that document:
- "General cargo agency agreement" means a sales agency agreement delegating to the agent concerned exclusively general authority to represent the principal concerned in a defined territory in respect of the arrangement of the carriage of cargo on the services of the principal, and containing (*inter alia*) all the provisions specified in the definition in this subclause of the expression "cargo sales agency agreement", and also provisions to the effect that—
- (a) The agent is to solicit and promote the carriage of cargo on the services of the principal; and
- (b) The agent is, at every approved general cargo location, 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 the carriage of cargo on the services of the principal; and
- (c) The agent is to arrange the distribution of the principal's timetables, promotional material, and written information relating to the principal's charges for carriage of cargo, to approved cargo agents 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 principal; and
- (e) The agent is to service and supervise, in relation to the arrangement of the carriage of cargo on the services of the principal, 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:
- "General sales agency agreement" means a sales agency agreement delegating to the agent concerned general authority to represent the carrier concerned exclusively in a defined territory in respect of the arrangement of the carriage of passengers on the services of that carrier, and containing (*inter alia*) provisions to the effect that—
- (a) The agent is to solicit and promote the carriage of passengers on the services of that carrier; and
- (b) The agent is, at every approved general sales location, 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 the carriage of passengers on the services of that carrier; and
- (c) The agent is to service and supervise, in relation to the arrangement of the carriage of passengers on the services of that carrier, all approved passenger agents who or which have an approved passenger location in that defined territory,— and, if that agreement contains any provision to the effect that the agent is to, or is empowered to, arrange the carriage of passengers on the services of the carrier, containing also provisions to the effect specified in paragraphs (a) to (g) of the definition in this subclause of the expression "passenger sales agency agreement", and provisions to the effect that—
- (d) The agent is, at every approved general sales location, to arrange the carriage of passengers on the services of the principal; and
- (e) The agent is, at every approved general sales location, to retain copies of all receipts issued in respect of fares collected in respect of the carriage of passengers on those services so arranged; and
- (f) The agent is to account to the principal for all money collected in respect of the carriage of passengers on those services so arranged:
- "Inclusive tour" means a combination of the carriage of passengers and some other service or services (not comprising solely surface transportation on a public transport service):
- "Interline agreement" means an agreement between 2 or more carriers authorising each of them to arrange carriage over the services of the other:
- "Involuntary change of routing", in relation to any carriage of a passenger, means the failure of the carrier on whose services that carriage was arranged to provide that carriage in accordance with that passenger's ticket if, and only if, there is substituted for that carriage on those services—
- (a) Carriage on the services of some other carrier; or
- (b) Some other carriage; or
- (c) Some form of surface transportation:
- "Miscellaneous charges order" means a document, issued by a carrier or an agent of a carrier, requesting the issue of a passenger ticket or the provision of some other service, to a person named in that document:
- "Overriding cargo commission" means commission paid under clause 15 (1) (a) or clause 15 (2) of this notice:
- "Overriding commission" means commission paid under clause 5 (1) (b) or clause 5 (2) of this notice:
- "Passenger sales agency agreement" means a sales agency agreement relating to the arrangement by the agent concerned of the carriage of passengers on the services of the principal concerned, and containing (*inter alia*) provisions to the effect that—
- (a) The agent is at all times to maintain a bond, guarantee, or other such device, that, in the opinion of the principal, adequately protects the principal and the agent's customers against the insolvency of the agent; and
- (b) Until any traffic documents supplied to the agent by or on behalf of the principal or the management of a standard bank plan are issued to a customer in respect of carriage that has been sold by the agent to that customer,—
- (i) Those documents are to remain the property of the principal or, as the case requires, the management of the standard bank plan; and
- (ii) The agent is to have no proprietary rights in respect of those documents; and
- (c) All carrier identification plates supplied by the principal to the agent are to remain the property of the principal; and the agent is to have no proprietary rights in respect of those plates; and
- (d) The agent is to take such steps as the principal specifies in respect of the safekeeping of traffic documents and carrier identification plates so supplied; and
- (e) The agent is to verify every ticket issued by the agent in respect of the carriage of passengers on the services of the principal with a stamp bearing a numerical code that identifies both that agent and the location at which that carriage was arranged; and
- (f) The agent is not to pay money received in respect of carriage of passengers arranged by the agent into any bank account into which there is at any time paid any money that is not received in respect of carriage of passengers arranged by the agent; and
- (g) All money received by the agent in respect of the carriage of passengers on the services of the principal, or in respect of any related services (including any commission withheld by the agent in accordance with a manner of transacting business on behalf of the principal agreed with