

4. Conditions—The application of every specified fare shall be subject to the following provisions:

(1) **APPLICATION**—Clause 4 of the General Tariff Conditions shall be imported into this notice; and except to the extent specified in that clause or elsewhere in this notice, a specified fare shall not apply except for economy class one-way travel:

(2) **PERIOD OF APPLICATION**—Of the specified fares—

(a) In respect of travel commencing in New Zealand to which a fare specified in the First Schedule of this notice relates—

(i) A fare specified in the second column of that Schedule as a peak season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in May, June or July:

(ii) A fare specified in the second column of that Schedule as a shoulder season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in April, August, September, or December:

(iii) A fare specified in the second column of that Schedule as an off-peak season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in March or October:

(iv) A fare specified in the second column of that Schedule as a basic season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in January, February, or November:

(b) In respect of travel commencing in the United Kingdom or Ireland to which a fare specified in the Second Schedule to this notice relates—

(i) A fare specified in the second column of that Schedule as a peak of peak season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences after the 30th day of November in any year and before the following 24th day of December:

(ii) A fare specified in the second column of that Schedule as a peak season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in October or November:

(iii) A fare specified in the second column of that Schedule as a shoulder season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in January, February, August, or September, or after the 23rd day of December in any year and before the following 1st day of January:

(iv) A fare specified in the second column of that Schedule as an off-peak season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in March, April, or July:

(v) A fare specified in the second column of that Schedule as a basic season fare shall not apply unless travel on the first outbound international sector of the travel to which it relates commences in May or June:

(3) **FARES**—Clauses 6 to 10 (except paragraph (b) of clause 10) of the General Tariff Conditions shall be imported into this notice; but—

(a) After the commencement of any travel for which any other fare has been paid, a specified fare shall not apply—

(i) To any rerouting of that travel; or

(ii) For the purposes of calculating any refund in relation to any rerouting of that travel, or the cancellation of any unused portion of that travel:

(b) A specified add-on shall not apply unless that add-on and the specified fare with which it is combined are shown separately on the ticket issued for the travel to which that fare and that add-on relate:

(4) **VALIDITY**—Clauses 11, 15, 16, 17 and 18 of the General Tariff Conditions shall be imported into this notice:

(5) **GROUP SIZE**—The application of the specified fares shall not be affected by the fact that any person travels or is to travel on an individual basis, or by the size of any group:

(6) **STOPOVERS**—The clauses comprising Part VI of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply if there is allowed or to be allowed in respect of the travel to which that fare relates, or that fare and a specified add-on relate—

(a) More than one stopover; or

(b) A stopover at any point other than Los Angeles, San Francisco, Singapore or Tokyo; or

(c) A stopover not agreed between the passenger and the carrier concerned (or an agent of that carrier) and shown on the ticket of that passenger; or

(d) A stopover that exceeds 1 night:

(7) **ADVERTISING AND SALES**—Clause 25 of the General Tariff Conditions shall be imported into this notice:

(8) **AFFINITY, OWN USE AND INCENTIVE GROUPS**—Clause 26 of the General Tariff Conditions shall be imported into this notice:

(9) **BAGGAGE**—The clauses (except clauses 30, 35 and 38) comprising Part IX of the General Tariff Conditions shall be imported into this notice; and for the purposes of those clauses—

(a) Where any part of any travel to which a specified fare relates (being travel via AP routing) involves the release to the passenger concerned in Los Angeles of all or any part of that passenger's baggage, every sector of that travel is hereby declared to be a piece-system sector:

(b) Subject to paragraph (a) of this subclause, every sector of any travel to which a specified fare relates is hereby declared to be a weight-system sector:

(10) **CANCELLATIONS AND REFUNDS**—The clauses (except clause 52) comprising Part X of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply unless the travel to which it relates, or to which it and any specified add-on relate, is so arranged that no refund—

(a) Arising from a voluntary cancellation can be made in respect of all or any part of that travel as a consequence of a cancellation requested by or on behalf of the passenger concerned, or made by or on behalf of the carrier concerned, 21 days or more before the date of commencement of the first outward sector of that travel where that travel is to commence in New Zealand, or one month or more before that date when the travel is to commence in the United Kingdom or Ireland, unless—

(i) That refund is credited towards the purchase by or on behalf of the passenger concerned of any other fare lawful for travel between the points between which the travel to which that specified fare relates, or that fare and that specified add-on relate, was to take place; or

(ii) Whether or not that reservation has been confirmed by or on behalf of the carrier concerned, an amount of NZD60 or UKL25, or the equivalent in Irish Pounds, as the case requires, is forfeited and that refund does not exceed the residue of that fare (or that fare and add-on) and all appropriate adjustments, charges, and surcharges paid for that travel:

(b) Arising from a voluntary cancellation can be made in respect of all or any part of that travel as a consequence of a cancellation requested by or on behalf of the passenger concerned, or made by or on behalf of the carrier concerned, less than 21 days before the date of commencement of the first outward sector of that travel where that travel is to commence in New Zealand, or less than one month before that date where that travel is to commence in the United Kingdom or Ireland, unless—

(i) An amount of NZD60 or UKL 25, or the equivalent in Irish Pounds, as the case requires, is forfeited and the residue of that fare (or that fare and add-on) and all appropriate adjustments, charges and surcharges paid is credited towards the purchase by or on behalf of the passenger concerned of any other fare lawful for travel between the points between which the travel to which that specified fare relates, or that specified fare and that specified add-on relate, was to take place; or

(ii) An amount equal to one quarter of that fare (or that fare and add-on) and all appropriate adjustments, charges or surcharges (other than excess baggage charges) paid, is forfeited; and that refund does not exceed the residue of that fare (or that fare and that add-on) and those adjustments, charges, and surcharges:

(c) Arising from a voluntary cancellation can be made in respect of all or any part of that travel as a consequence of a cancellation requested by or on behalf of the passenger concerned, or made by or on behalf of the carrier concerned, after that travel has commenced unless NZD60 or UKL25, or the equivalent in Irish Pounds, as the case requires, is forfeited and the residue of that fare (or that fare and that add-on) and all appropriate adjustments, charges, and surcharges paid is credited towards any other fare lawful for travel between the points between which the travel to which that specified fare relates, or that specified fare and that specified add-on relate, was to take place:

(d) Can be made where the travel to which that specified fare or that specified fare and any specified add-on relates is cancelled by or on behalf of the carrier concerned because of the failure of the passenger concerned to—

(i) Appear for departure on any flight on which any confirmed reservation is held, or to request cancellation of any such reservation for any reason other than a misconnection; or

(ii) Appear for departure of any flight on which any confirmed reservation is held by any time limit specified by or on behalf of the carrier concerned, or in sufficient time or with all required documentation to allow completion of all departure formalities:

(11) **COMBINATIONS**—Clause 53 of the General Tariff Conditions shall be imported into this notice; but—

(a) A specified fare shall not apply if it is or is to be combined with any other fare unless—