

forming part of the route of the travel previously provided between those points; or

(b) The provision of travel by that carrier by scheduled flights over any route in a type of aircraft in which that carrier was not previously providing travel by scheduled flights over that route (whether a completely new type of aircraft, or, if it bears a manufacturer's variant number, a variant of a type of aircraft in which that carrier was previously providing travel by scheduled flights over that route, differing from the type of which it is a variant by virtue of its size, performance, or both):

"NZD" means New Zealand dollars:

"One-way travel" means travel that is not circle-trip travel, round-trip travel, or open-jaw travel:

"On-line transfer" means a transfer between aircraft of one carrier:

"Open-jaw travel" means travel that would be round-trip travel save for the fact that—

(a) Inward departure is not from the point of outward arrival; or

(b) Inward arrival is not at the point of outward departure; or

(c) Both:

"Own use group" means a group of persons—

(a) The costs of whose travel are met by a single purchaser; and

(b) Who are selected by that purchaser otherwise than by virtue of any request made to that purchaser by those persons or any of them; and

(c) The costs of whose travel are not shared (whether wholly or partly, directly or indirectly) by that purchaser with any other person, except to the extent that all or part of those costs are raised by voluntary contributions; and—

(i) Those contributions are not solicited, and not raised solely, from those persons; and

(ii) Membership of that group is not limited to persons who make contributions; and

(iii) There is no minimum contribution prescribed by that purchaser:

"Pitch", in relation to any seat that faces the rear of another seat, means the distance between the front edges of those seats when both are in the upright position:

"Prepaid ticket advice" has the same meaning as in clause 2 (1) of the Commission Regime:

"PTA" means a prepaid ticket advice:

"Qualifying inclusive tour" has the same meaning as in clause 2 (1) of the Commission Regime:

"Return travel" means travel that is round-trip travel, circle-trip travel, or open-jaw travel:

"Round-trip travel" means return travel between 2 points—

(a) By the same route outbound and inbound, whatever the fares; or

(b) By different routes outbound and inbound, to each of which the same all-year one-way fare applies;— but does not include around the world travel:

"South-west Pacific" means the area comprising Australia, the Cook Islands, Fiji, Kiribata, Nauru, New Caledonia, New Zealand, Niue, Papua New Guinea, Samoa, the Society Islands, the Solomon Islands, Tahiti, Tonga and intermediate islands, and Vanuatu:

"Special fare", in relation to any travel on a route at a particular class of service, means a fare that is not the normal fare for travel on that route at that class of service:

"Stopover", in relation to any travel, means any interruption of that travel that is not a transfer:

"Ticketed point mileage" in relation to any 2 points on the route of any travel, means the distance in statute miles between those points via the shortest direct scheduled air service between them:

"Tour conductor" means a person who is in charge of, and personally escorts, a group of 10 or more passengers travelling together on a round-trip or circle-trip inclusive tour arranged and paid for before its commencement for any of that tour:

"Transfer", in relation to any travel, means an interruption to that travel—

(a) At a point where the aircraft on which the passenger concerned travels or is to travel ceases to follow the itinerary of that passenger's travel; and

(b) For the period between the arrival of that aircraft at that point and the departure of the first aircraft to leave that point after that arrival that—

(i) Follows that itinerary; and

(ii) Provides a service of the appropriate class:

"Ticket" means a composite folder, bearing an individual number identifying it, issued in respect of any travel by a carrier (directly or by an agent of that carrier), that immediately before issue included—

(a) An audit coupon; and

(b) An agent's coupon; and

(c) A passenger coupon; and

(d) Flight coupons (not exceeding 4 in number),— and includes any such folder from which any of those coupons has been removed after issue; and, in relation to travel by any passenger, means the ticket, or conjunction tickets, issued or to be issued in respect of that travel by that passenger:

"Travel" means international carriage by air of passengers and passengers' baggage:

"UFTAA" means the Universal Federation of Travel Agency Associations:

"Voluntary rerouting" means rerouting that—

(a) Is requested by or on behalf of the passenger concerned; and

(b) Does not arise out of any inability on the part of the carrier concerned to provide the travel originally arranged.

3. Standard conditions—It is hereby declared that clause 4, and all subsequent clauses, of this order are available to be imported into notices under section 29A (2) of the Act; and that every reference in any of those clauses to "this notice" is intended to be read as a reference to the notice or notices into which that clause may from time to time be imported.

PART I

APPLICATION

4. Application of fares for one-way travel to return travel—Notwithstanding anything in clause 3 of this notice imposing a directional limit on travel to which a specified fare relates, that fare may apply to travel in the opposite direction (being half of any return travel) if that return travel commences at the point of origin of that first-mentioned travel, and twice that fare is paid in respect of it.

PART II

PERIOD OF APPLICATION

5. Period of application—The application of a specified fare shall not be affected by the time of year at which any travel at that fare commences.

PART III

FARES

6. Date of effectiveness—A specified fare shall not apply unless this notice—

(a) Is in force—

(i) When that fare, and all other appropriate adjustments, charges, and surcharges (other than excess baggage charges) relating to the travel of the passenger concerned are paid; and

(ii) When a ticket is issued for that travel; or

(b) Is expressed to come into force before the commencement of that travel.

7. Revocation of earlier notice before commencement of travel—

(1) A specified fare (within the meaning not of this notice but of an earlier notice) may continue to apply in all respects as if that earlier notice (with clause 4 (9) of this notice substituted for clause 4 (9) of that notice) were still in force if,—

(a) Before the revocation of that earlier notice—

(i) That fare, and all appropriate other adjustments, charges, and surcharges (other than excess baggage charges) have been paid; and

(ii) A ticket has been issued for the travel concerned; and

(iii) A confirmed reservation for the first international sector of that travel is held by the carrier concerned; and

(2) That reservation is not after that revocation changed by or on behalf of the passenger concerned.

(3) Notwithstanding subclause (1) of this clause, a specified fare (within the meaning not of this notice but of an earlier notice) that is used or to be used for group travel shall not apply unless—

(a) No passengers are added to, or substituted for other members of, the group; or

(b) Passengers are added to, or substituted for, other members of the group to the extent only (if any) allowed by that earlier notice.

8. Revocation of earlier notice after commencement of travel—A specified fare (within the meaning not of this notice but of an earlier notice) may continue to apply, in all respects as if that earlier notice were still in force, if the first sector of the travel concerned commenced before the revocation of that earlier notice.

9. Effect of revocation of earlier notice on rerouting, etc.—

(1) Subject to subclause (2) of this clause, for the purposes of calculating—

(a) Any payments to be made in respect of the rerouting of any travel commenced before the commencement of this notice; or