

(3) If the checked baggage of the passenger concerned includes no small bags and no medium bags, the appropriate amount in respect of any large bag shall be—

- (a) The basic excess baggage charge for a first or only large bag;
- (b) The basic excess baggage charge for any second large bag;
- (c) Twice the basic excess baggage charge for any third or subsequent large bag.

(4) If the checked baggage of the passenger concerned includes—

- (a) One small bag and no medium bags; or
- (b) One medium bag and no small bags,—

the appropriate amount in respect of any large bag shall be—

- (c) The basic excess baggage charge for a first or only large bag;
- (d) Twice the basic excess baggage charge for any second or subsequent large bag.

(5) If the checked baggage of the passenger concerned includes 2 or more small bags and no medium bags, the appropriate amount,—

- (a) In respect of any third or subsequent checked small bag shall be the basic excess baggage charge;
- (b) In respect of any large bag shall be twice the basic excess baggage charge.

(6) If the checked baggage of the passenger concerned contains no small bags and 2 or more medium bags, the appropriate amount—

- (a) In respect of medium bags shall be the basic excess baggage charge for a second or subsequent checked medium bag;
- (b) In respect of large bags shall be twice the basic excess baggage charge for any large bag.

(7) If the checked baggage of the passenger concerned contains one or more small bags and one or more medium bags, the appropriate amount—

- (a) In respect of small and medium bags shall be the basic excess baggage charge for a second or subsequent checked small bag or medium bag;
- (b) In respect of large bags shall be twice the basic excess baggage charge for any large bag.

40. Piece system: Basic excess baggage charge—The basic excess baggage charge between New Zealand and any place specified in the first column below (for carriage of baggage in either direction) shall be, at the option of the person making the payment, either the sum in New Zealand dollars specified in the second column below opposite the name of that place or, as the case requires,—

- (a) The sum in American dollars specified in the third column below opposite the name of that place; or
- (b) The sum in Canadian dollars specified in the fourth column below opposite the name of that place:

	N.Z. \$	U.S. \$	CAN \$
Honolulu	99	74	
Los Angeles	114	85	
San Francisco	114	85	
Vancouver	123		111
Any Canadian place other than Vancouver	135		122

41. Piece system: Accompanied pets—Subject to clause 44 of the General Tariff Conditions (as imported into this notice), where a passenger wishes to be accompanied on a piece-system sector by a pet, a specified fare shall not apply unless there is or is to be paid twice the amount of the charge that would be payable in respect of that pet and its container (including any containers and food) if they were the amount by which that passenger's baggage exceeded the appropriate quantity; but where that amount is paid, this notice shall apply in respect of the carriage of the residue (if any) of that passenger's baggage on that sector as if that pet and container were not part of that passenger's baggage.

42. Piece system: Bulky or fragile baggage—Where a passenger wishes to carry on board an aircraft on a piece-system sector any bulky or fragile baggage (not weighing more than 75 kg per seat) that would require the blocking out or use of one or more additional seats (whether or not that seat or all or any of those seats would need to be removed) a specified fare shall not apply unless there is or is to be paid in respect of each additional seat three-quarters of the normal one-way fare payable by that passenger for the class of service to be travelled by that passenger in respect of travel between the points between which that baggage is to be carried; but where that amount is paid, this notice shall apply in respect of the carriage of the residue (if any) of that passenger's baggage on that sector as if that bulky or fragile baggage were not part of that passenger's baggage.

43. Excess value charges—Notwithstanding anything in this notice, where the baggage of the passenger concerned is declared to have a value—

- (a) In the case of checked baggage, of the equivalent of more than 250 French gold francs (each consisting of 65.5 mg of gold with a fineness of 900/1000) per kilogram; or
- (b) In the case of unchecked baggage, of the equivalent of more than 5000 such francs per kilogram,—

a specified fare shall not apply unless there is or is to be paid in respect of that baggage a charge of not less than 0.5 percent of that value.

44. Guide dogs—A specified fare may apply notwithstanding—

- (a) That no charge is or is to be paid; or
 - (b) The amount of any charge paid or to be paid,—
- in respect of—
- (c) A dog trained to assist the deaf and its container (together with containers and food) accompanying a passenger with impaired hearing (as evidenced by a medical certificate to that effect produced to the person who issues the ticket for the travel to which that fare relates) who is dependent on that dog; or
 - (d) A dog trained to assist the blind and its container (together with containers and food) accompanying a passenger with impaired vision who is dependent on that dog.

PART X

CANCELLATIONS AND REFUNDS

45. Refunds in certain cases only—No refund of any part of a specified fare, or any part of any charge paid or to be paid in connection with the travel to which that fare relates, shall be made unless that refund is a consequence of—

- (a) The cancellation of any reservation by virtue of an instruction given by or on behalf of the passenger concerned to the carrier or agent concerned before the commencement of that travel; or
- (b) The inability or refusal of the carrier concerned, for any reason, to carry the passenger concerned; or
- (c) The cancellation of any reservation by the carrier concerned by virtue of the failure of the passenger concerned to complete the purchase of a ticket within the time specified by that carrier; or
- (d) The cancellation of any reservation by the carrier concerned by virtue of the failure of the passenger concerned to confirm that reservation when requested to do so by that carrier; or
- (e) The failure or inability of the passenger concerned, for any other reason, to undertake any part of that travel; or
- (f) An act or omission of the carrier or agent concerned that entitles the passenger concerned by law to that refund.

46. Amount of refund generally—Subject to clauses 47 to 52 of the General Tariff Conditions (as imported into this notice)—

- (a) The amount of any refund to which paragraph (f) of clause 101 of the General Tariff Conditions (as imported into this notice) applies shall not exceed the amount of the refund to which the passenger concerned is entitled by law; and
- (b) The amount of a refund to which any other paragraph of that clause applies shall not exceed the amount paid by or on behalf of the passenger concerned in respect of the travel concerned.

47. Amount of refund where passenger rerouted—Where, before the commencement of the travel concerned, a passenger is, with that passenger's consent lawfully, rerouted as a result of circumstances giving rise to the possibility of a refund to which any of paragraphs (a), (b), and (e) of clause 45 of the General Tariff Conditions (as imported into this notice) applies,—

- (a) No refund shall be made unless the value of the unused travel exceeds the value of the replacement travel; and
- (b) The amount of any refund shall not exceed the difference between those values.

48. Restrictions on refunds where passenger wishes to reroute after commencement of travel—(1) Where, after the commencement of any travel to which a specified fare relates,—

- (a) The passenger concerned requests a voluntary rerouting; but
- (b) The voluntary rerouting requested would result in that fare's ceasing to apply—

a refund in respect of that fare shall be allowed to the extent only (if at all) that fare exceeds the amount lawfully payable in respect of that portion of that travel actually undertaken.

(2) Where, after the commencement of any travel to which a specified fare relates, the passenger concerned lawfully arranges a voluntary rerouting, a refund in respect of that fare shall be allowed to the extent only (if at all) that fare exceeds the amount lawfully payable in respect of the total travel (including the rerouted travel) actually undertaken, as recalculated from the point of origin of that travel.

49. No refund in respect of travel undertaken—Except in the case of a refund to which clause 45 (f) of the General Tariff Conditions (as imported into this notice) applies, no refund shall be made in respect of any travel undertaken by the passenger concerned.

50. No duplication of refund—Notwithstanding anything in this notice, no refund shall be made in respect of any travel in respect of which any refund has already been made, except to the extent that the sum of all refunds made does not exceed the maximum amount permitted by this notice.

51. No refunds in respect of certain coupons—Notwithstanding anything in this notice, no refund shall be made in respect of—