

LAND & DEEDS OFFICE  
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GISBORNE



SUPPLEMENT

TO THE

NEW ZEALAND GAZETTE

OF

THURSDAY, 13 DECEMBER 1984

*Published by Authority*

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WELLINGTON: THURSDAY, 20 DECEMBER 1984

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International Air Tariffs One-Way and  
Round Trip Advance Purchase Excursion  
Tariffs between New Zealand, and the  
United Kingdom and the Republic of Ireland  
Notices No. 2

One-Way Advance Purchase Excursion Tariffs Between New Zealand, and the United Kingdom and the Republic of Ireland (No.2) Notice 1984

Pursuant to Section 29A(2) of the Civil Aviation Act 1964, the Minister of Civil Aviation and Meteorological Services hereby gives the following notice.

NOTICE

**1. Title, commencement and application**—(1) This notice may be cited as the One-Way Advance Purchase Excursion Tariffs between New Zealand, and the United Kingdom and the Republic of Ireland Notice 1984.

(2) This notice shall come into force on the 1st day of January 1985.

(3) This notice shall apply to the airlines specified in the first column of the Fourth Schedule to this notice.

**2. Interpretation**—(1) In this notice, unless the context otherwise requires,—

“The Act” means the Civil Aviation Act 1964:

“AP” means a route between Area 2 and Area 3 via—

- (a) Area 1; or  
(a) Area 1; or

(b) A polar service between Europe and Japan; or

(c) Both:

“AT” means a route between Area 1 and Area 2 via the Atlantic:

“Commission Regime” means the Civil Aviation (Passenger Agents’ Commission Regime) Notice 1983\*:

“EH” means any route—

(a) Within Area 2; or

(b) Within Area 3; or

(c) Between Area 2 and Area 3 other than AP:

“General Tariff Conditions” means the Civil Aviation (General Passenger Conditions) Order 1984 †:

“Involuntary cancellation”, in relation to any travel, means the cancellation of all or any part of that travel arising out of—

(a) Involuntary failure in respect of all or any part of that travel; or

(b) Where that passenger is refused all or any part of that travel for safety or legal reasons, or because of that passenger’s condition or conduct; or

(c) The death of that passenger or a member of his immediate family:

“Involuntary failure”, in relation to any travel, means the inability of a carrier to provide the travel originally arranged because that carrier—

(a) Cancels a flight; or

(b) Fails to operate a flight reasonably to schedule; or

(c) Omits a scheduled stop that is a destination, stop-over, or transfer point, of the passenger concerned; or

(d) Fails to provide travel previously confirmed by or on behalf of that carrier; or

(e) Causes the passenger concerned to miss a connecting flight in respect of which that passenger has a confirmed reservation:

“Involuntary rerouting”, in relation to any part of any travel, means rerouting of all or any part of that travel as a result of involuntary failure of that first-mentioned part:

“Ireland” means the Republic of Ireland:

“IRL” means Irish Pounds:

“NZD” means New Zealand dollars:

“PA” means a route between Area 1 and Area 3 via the Pacific:

“PO” means an AP route via a polar service between Europe and Japan:

“Specified add-on” means an add-on specified in the Third Schedule to this notice:

“Specified fare” means a fare specified in the First or Second Schedule to this notice:

“TS” means an EH route via a direct service between Tokyo and Moscow:

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland:

“UKL” means United Kingdom Pounds:

“Voluntary cancellation”, in relation to any travel, means cancellation of that travel that is not involuntary cancellation.

(2) Every expression defined in section 2 or section 29A(12) of the Act or in clause 2 of the General Tariff Conditions shall have the meaning so defined.

(3) This notice shall be read as if every clause of the General Tariff Conditions expressed in this notice to be imported into this notice forms part of this notice; and for the purposes of this notice every reference in any such clause so expressed to “this notice” shall be read as a reference to this notice.

(4) Where in any provision of this notice it is provided that a fare may apply, that provision shall be read as if it were provided in that provision that—

(a) Subject to subclause (5) of this clause, travel to which that fare relates may be arranged, provided, and sold, or any of them, at that fare; and

(b) Subject to subclause (5) of this clause, any person may undertake, or advertise his ability or willingness, to arrange, provide, and sell, or any of them, travel to which that fare relates;—and “application” shall have a corresponding meaning.

(5) Where in any provision of this notice it is provided that a fare shall not apply, that provision shall be read as if it were provided in that provision that—

(a) No person shall arrange, provide, or sell, at that fare travel to which that fare relates; and

(b) No person shall undertake, or advertise his ability or willingness, to arrange, provide, or sell, at that fare travel to which that fare relates;—and “application” shall have a corresponding meaning.

**3. Fares and add-ons**—(1) A fare specified in the first column of the First Schedule to this notice may apply to economy class one-way travel, via the route specified opposite that fare in the third column of that Schedule, from a point in New Zealand specified opposite that fare in the fourth column of that Schedule to a point in the United Kingdom specified opposite that fare in the fifth column of that Schedule.

(2) A fare specified in the first column of the Second Schedule to this notice may apply to economy class one-way travel, via the route specified opposite that fare in the third column of that Schedule, from a point in the United Kingdom specified opposite that fare in the fourth column of that Schedule to a point in New Zealand specified opposite that fare in the fifth column of that Schedule.

(3) Where a fare specified in the First or Second Schedule to this notice may apply to travel from—

(a) Christchurch, that fare may also apply to economy class one-way travel from any other point in the South Island of New Zealand north of Christchurch; or

(b) Wellington, that fare may also apply to economy class one-way travel from any other point in the North Island of New Zealand south of Auckland; to a point in the United Kingdom specified opposite that fare in that Schedule if air services operate to and from that other point in New Zealand and that travel is and is to be undertaken via Auckland.

(4) An add-on specified in the first column of the Third Schedule to this notice may apply, when combined end-on with a specified fare, to economy class one-way travel from a point specified opposite that add-on in the second column of that Schedule to a point specified opposite that add-on in the third column of that Schedule.

(5) For the purposes of this notice, it is hereby declared that the travel for which it is stated in this notice that any specified fare or specified add-on may apply is the only travel to which that fare or add-on relates.

(6) Subject to subclause (7) of this clause, a specified fare shall not apply unless all calculations relating to that fare and the adjustments, charges and surcharges (if any) payable in respect of the travel to which that fare relates, are made in accordance with clause 4(28) of this notice.

(7) In respect of any travel commencing in Ireland to which a specified fare and a specified add-on relate together, the following provisions shall apply to the conversion of that fare to Irish Pounds and the calculation of the total fare payable for that travel—

(a) That fare in United Kingdom Pounds (excluding that specified add-on and all appropriate adjustments, changes and surcharges) shall be converted to Irish Pounds by multiplying that fare by a conversion factor of 1.25 and rounding the resulting figure up to the next whole number:

(b) There shall be added to the resulting figure the amount in Irish Pounds of that specified add-on and all appropriate adjustments, charges and surcharges (other than excess baggage charges) payable in respect of that travel:

(c) Clause 4(28) of this notice shall apply to the resulting figure in Irish Pounds as if it were a local currency fare.

\* Gazette, 1983 p. 3043

† Gazette, 1984 p. 1021

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—

- (i) That combination is to permit travel from a point other than the point of origin of travel to which that specified fare relates, or that fare and any specified add-on relate, or to a point other than the point of destination of travel to which that specified fare relates, or that fare and any specified add-on relate; and that combined travel is, or is to be, undertaken via that point of origin, or destination; or
- (ii) That combination is to permit round-trip or circle-trip travel between the points of origin and destination of travel to which that specified fare relates, or that fare and any specified add-on relate, and that other fare is a one-way fare lawful for travel between those points:
- (b) Notwithstanding the said clause 53, a specified fare may apply if it is or is to be combined with any other fare in accordance with paragraph (a) of this subclause and—
- (i) That other fare is a normal fare or excursion fare for travel at the same class of service as, or at a higher class of service than, the class of service of the travel to which that specified fare relates; and
- (ii) The sum of those fares (including any specified add-on) is less than every normal fare or excursion fare for travel at the class of service of the travel to which that other fare relates for the time being lawful for the combined travel concerned:
- (12) COMMISSION—Clause 54 of the General Tariff Conditions shall be imported into this notice:
- (13) DISCOUNTS—Clauses 55, 56 and 71 of the General Tariff Conditions shall be imported into this notice; but the said clause 56 shall have effect only in respect of travel commencing in New Zealand:
- (14) DOCUMENTATION—Clause 72 of the General Tariff Conditions shall be imported into this notice:
- (15) ELIGIBILITY—Clause 74 of the General Tariff Conditions shall be imported into this notice:
- (16) MINIMUM TOUR PRICE—The application of the specified fares shall not be affected by any condition relating to a minimum tour price:
- (17) MODIFICATION OF INCLUSIVE TOURS—A specified fare used as a basis for a qualifying inclusive tour in respect of which any commission has been or is to be paid under clause 6 of the Commission Regime (hereinafter in this notice referred to as a supported qualifying inclusive tour) shall not apply if—
- (a) Any change of any component of or condition applicable to that tour is made by the person arranging that tour without the prior consent of the carrier that paid or is to pay to that person any commission relating to the costs of developing or advertising or promoting that tour; or
- (b) Any voluntary change of routing is or is to be arranged that excludes travel on the services of that carrier:
- (18) NAME CHANGES AND ADDITIONAL PASSENGERS—The application of the specified fares shall not be affected by any condition relating to name changes or additional passengers:
- (19) PASSENGER EXPENSES EN ROUTE—Clause 82 of the General Tariff Conditions shall be imported into this notice:
- (20) PAYMENT—The clauses comprising Part XX of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply unless that fare, together with any specified add-on, and all appropriate adjustments, charges, and surcharges (other than excess baggage charges and any charges subsequently incurred as a result of reservation changes or cancellation), is paid—
- (a) Where the travel concerned is to commence in New Zealand,—
- (i) Not later than 14 days after the day on which reservations for the whole of that travel are confirmed by or on behalf of the carrier or carriers concerned; and
- (ii) Not later than 21 days before the commencement of the first outward sector of that travel:
- (b) Where the travel concerned is to commence in the United Kingdom or Ireland,—
- (i) Not later than 7 days after the day on which reservations for the whole of that travel are confirmed by or on behalf of the carrier or carriers concerned; and
- (ii) Not later than one month before the commencement of the first outward sector of that travel:
- (21) RESERVATIONS—Clauses 87 and 88 of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply —
- (a) Unless all reservations for the whole of the travel to which that fare relates, or that fare and any specified add-on relate, are requested by or on behalf of the passenger concerned, and confirmed by or on behalf of the carrier or carriers concerned, and entered on the ticket issued for that travel, not later than—
- (i) 21 days before the commencement of the first outward sector of that travel where it is to commence in New Zealand; or
- (ii) One month before that commencement where it is to commence in the United Kingdom or Ireland:
- (b) Unless each time one or more changes are made to any confirmed reservation for that travel on the basis of a request by or on behalf of the passenger concerned, a charge of NZD60, UKL25, or the equivalent in Irish Pounds, (as the case requires) is paid:
- (c) If any change to any confirmed reservation for that travel is made on the basis of a request made by or on behalf of the passenger concerned less than—
- (i) 21 days before the commencement of the first outward sector of that travel where it is to commence in New Zealand; or
- (ii) One month before that commencement where it is to commence in the United Kingdom or Ireland:
- (d) Except where that travel is rerouted in accordance with subclause 22(a)(iii) of this clause, if after its commencement, any change to any onward reservation is made on the basis of a request made by or on behalf of the passenger concerned:
- (22) REROUTING—Clauses 90 and 91 of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply if the travel to which that fare relates, or that fare and any specified add-on relate, is not so arranged that no voluntary rerouting of that travel can subsequently be arranged—
- (a) At that fare (or that fare and add-on)—
- (i) Less than 21 days before the originally intended 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 commencement where that travel is to commence in the United Kingdom or Ireland; or
- (ii) After that commencement of the first outward sector of that travel except where a member of the immediate family of the passenger concerned, or any person accompanying that passenger, dies; and a death certificate relating to the person whose death is the basis for the rerouting concerned (being a certificate duly executed by a person authorised to issue death certificates under the laws of the place where that person died), or a copy of such a death certificate, is presented to the carrier arranging that rerouting; and that rerouting is to permit that passenger to return to the point of origin of that travel without stopover en route on the next available flight or to interrupt that travel at the point at which that death occurred either until 45 days have elapsed since that death or until all formalities and religious customs relating to that death have been completed, whichever is sooner:
- (b) Subject to paragraph (c) of this subclause, at any other fare unless —
- (i) That other fare is 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; and
- (ii) Where that rerouting is arranged on the basis of a request made by or on behalf of the passenger concerned less than 21 days before the originally intended 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, or after its commencement, an amount of NZD60 or UKL25, or the equivalent in Irish Pounds, (as the case requires) is forfeited and there is paid to the airline concerned or an agent of that airline the amount (if any) by which the recalculated fare (including any add-on and all appropriate adjustments, charges and surcharges) exceeds the residue of that specified fare (or that fare and that add-on) and all adjustments, charges or surcharges paid:
- (c) At any other fare to return travel from the point of destination of that travel otherwise than to a ticketed point of that travel from which the passenger has not yet departed:
- (23) ROUTING—Clause 97 of the General Tariff Conditions shall be imported into this notice; but—
- (a) Subject to paragraphs (d) and (e) of this subclause, a specified fare shall not apply unless—
- (i) Every sector of the travel to which that fare relates is and is to be provided between the countries of origin and destination on the services of one of the airlines specified in the fourth column of the Fourth Schedule to this notice; and
- (ii) Every such sector between a point specified in the first column of that Schedule and a point specified opposite it in the second column of that Schedule via a route specified opposite those points in the third column of that Schedule is and is to be provided on a service of an airline specified opposite that route in the fourth column of that Schedule:
- (b) Subject to paragraphs (d) and (e) of this subclause, a specified fare shall not apply if there is or is to be allowed in respect of the travel to which that fare relates—
- (i) A stopover and a transfer; or
- (ii) More than one transfer; or

(iii) A transfer at any point other than Los Angeles, San Francisco, Singapore, or Tokyo;—but the application of that fare shall not be affected if, where that travel is to be and is undertaken via San Francisco, there is or is to be allowed an online transfer at Honolulu in addition to any stopover or transfer at San Francisco:

(c) A specified fare shall not apply if—

(i) Any side-trip from any point of the travel to which that fare relates is or is to be allowed en route unless there is or is to be paid, in addition to that fare, the lawful fare for that side-trip; or

(ii) Surface transportation is or is to be used between any points of the travel to which that fare relates:

(d) In the case of travel to or from any point in New Zealand other than Auckland to which a specified fare relates, that fare shall not apply unless that travel is or is and is to be undertaken via Auckland; but the application of that fare shall not be affected by—

(i) The airline used or to be used for travel between Auckland and that other point in New Zealand; or

(ii) The fact that there is allowed or to be allowed a transfer at Auckland:

(e) In the case of travel to or from any point in the United Kingdom other than London or any point in Ireland to which a specified fare and a specified add-on relate, that fare and that add-on shall not apply unless that travel is and is to be undertaken via London; but the application of that fare and that add-on shall not be affected by—

(i) The airline used or to be used for the travel to which that add-on relates; or

(ii) The fact that there is allowed or is to be allowed a transfer at London:

(24) TICKETING—The clauses comprising Part XXIV of the General Tariff Conditions shall be imported into this notice; but

(a) A specified fare shall not apply unless—

(i) Where the travel to which that fare relates, or that fare and any specified add-on relate, is to commence in New Zealand, the ticket for that travel is issued no later than 14 days after the date on which all reservations for that travel are confirmed by or on behalf of the airline or airlines concerned, and no later than 21 days before the date of commencement of the first outward sector of that travel:

(ii) Where the travel to which that fare relates, or that fare and any specified add-on relate is to commence in the United Kingdom or Ireland, the ticket for that travel is issued no later than 7 days after the date on which all reservations for that travel are confirmed by or on behalf of the airline or airlines concerned, and no later than one month before the date of commencement of the first outward sector of that travel:

(iii) That ticket shows confirmed reservations for the whole of that travel:

(iv) A sticker is attached to that ticket stating that cancellation penalties apply and the advisability of insurance:

(v) Notwithstanding clause 112 of the General Tariff Conditions (as imported into this notice), every ticket, MCO, or PTA, issued or re-issued for that travel is endorsed "APEX FARE/NON-REF":

(b) Clause 114 of the General Tariff Conditions (as imported into this notice) shall have effect only when a specified fare is used to construct a supported qualifying inclusive tour:

(c) In respect of travel commencing in New Zealand to which a specified fare relates, the appropriate code for the purposes of clause 109(3)(i)(i) of the General Tariff Conditions (as imported into this notice) shall be—

(i) "YHAP" where that fare is specified in the second column of the First Schedule to this notice as a peak season fare:

(ii) "YOAP" where that fare is specified in the second column of that Schedule as a shoulder season fare:

(iii) "YJAP" where that fare is specified in the second column of that Schedule as an off-peak season fare:

(iv) "YLAP" where that fare is specified in the second column of that Schedule as a basic season fare:

(d) In respect of travel commencing in the United Kingdom or Ireland to which a specified fare relates, the appropriate code for the purposes of the said clause 109(3)(i)(i) shall be—

(i) "YHAP" where that fare is specified in the second column of the Second Schedule to this notice as a peak of peak season fare:

(ii) "YOAP" where that fare is specified in the second column of that Schedule as a peak season fare:

(iii) "YJAP" where that fare is specified in the second column of that Schedule as a shoulder season fare:

(iv) "YZAP" where that fare is specified in the second column of that Schedule as an off-peak season fare:

(v) "YLAP" where that fare is specified in the second column of that Schedule as a basic season fare:

(e) In respect of any travel to which a specified add-on relates, the appropriate code for the purposes of the said clause 109(3)(i)(i) shall be "YE":

(25) TOUR FEATURES—Clause 119 of the General Tariff Conditions shall be imported into this notice; but shall have effect only when a specified fare is used to construct a supported qualifying inclusive tour:

(26) TOUR LITERATURE—Clause 121 of the General Tariff Conditions shall be imported into this notice; but shall have effect only when a specified fare is used to construct a supported qualifying inclusive tour:

(27) TRAVEL TOGETHER—The application of the specified fares shall not be affected by any condition relating to the travelling together of passengers:

(28) CURRENCY—Clauses 123 and 125 of the General Tariff Conditions shall be imported into this notice; and, in addition, if payment for any travel to which a specified fare relates, or a specified fare and a specified add-on relate, is or is to be made outside the country of commencement of that travel, that fare (or that fare and that add-on) shall not apply unless the total amount payable for that travel calculated in the currency of the country of commencement of that travel is converted to the currency of payment at the bankers' buying rate of exchange in effect at the time and place of payment.

**5. Certain clauses of the General Tariff Conditions excluded—**For the avoidance of doubt, it is hereby declared that clauses 5, 10(b), 12, 13, 14, 19, 20, 21, 30, 35, 38, 52, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 73, 75, 76, 77, 78, 79, 80, 81, 89, 92, 93, 94, 95, 96, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 118, 120, 122, 124, and 126 of the General Tariff Conditions shall not be imported into this notice.

**6. Other tariffs—**Nothing in this notice shall affect or prevent the application of any fare to any travel in accordance with some other notice under section 29A(2) of the Act.

**7. Revocation—**The One-Way Advance Purchase Excursion Tariff Between New Zealand, and the United Kingdom and the Republic of Ireland Notice 1984 ‡ is hereby revoked.

FIRST SCHEDULE  
SPECIFIED FARES

FOR TRAVEL FROM NEW ZEALAND TO THE UNITED KINGDOM

Clause 3(1)

FARES (NZD)	SEASON	ROUTE	ORIGIN	DESTINATION
1637	Peak	EH or AP	Auckland	London
1562	Shoulder			
1487	Off-Peak			
1411	Basic			
1739	Peak	EH or AP	Christchurch	London
1664	Shoulder			
1589	Off-Peak			
1513	Basic			
1712	Peak	EH or AP	Wellington	London
1637	Shoulder			
1562	Off-Peak			
1486	Basic			

SECOND SCHEDULE  
SPECIFIED FARES

FOR TRAVEL FROM THE UNITED KINGDOM TO NEW ZEALAND

Clause 3(2)

FARES (UKL)	SEASON	ROUTE	ORIGIN	DESTINATION
724	Peak of Peak	EH or AP	London	Auckland
697	Peak			
665	Shoulder			
613	Off-Peak			
561	Basic			
769	Peak of Peak	EH or AP	London	Christchurch
742	Peak			
710	Shoulder			
658	Off-Peak			
606	Basic			
757	Peak of Peak	EH or AP	London	Wellington
730	Peak			
698	Shoulder			
646	Off-Peak			
594	Basic			

THIRD SCHEDULE  
SPECIFIED ADD-ONS

Clause 3(4)

PART A

FOR TRAVEL FROM NEW ZEALAND TO THE UNITED KINGDOM

AMOUNT (NZD)	COMBINATION POINT	DESTINATION
111	London	Aberdeen
95		Belfast
61		Birmingham
95		Edinburgh
95		Glasgow
111		Inverness
87		Isle of Man
82		Jersey
72		Leeds
72		Liverpool
72		Manchester
87		Newcastle
87		Teeside

PART B  
FOR TRAVEL FROM THE UNITED KINGDOM TO NEW ZEALAND

AMOUNT (UKL)	ORIGIN	COMBINATION POINT
42	Aberdeen	London
36	Belfast	
23	Birmingham	
36	Edinburgh	
36	Glasgow	
42	Inverness	
33	Isle of Man	
31	Jersey	
27	Leeds	
27	Liverpool	
27	Manchester	
33	Newcastle	
33	Teeside	

PART C  
FOR TRAVEL FROM NEW ZEALAND TO IRELAND

AMOUNT (NZD)	COMBINATION POINT	DESTINATION
187	London	Cork
161		Dublin
187		Shannon

PART D  
FOR TRAVEL FROM IRELAND TO NEW ZEALAND

AMOUNT (IRL)	ORIGIN	COMBINATION POINT
95	Cork	London
81	Dublin	
95	Shannon	

FOURTH SCHEDULE  
AIRLINES AND ROUTING

Clauses 1(3) and 4(23)

PART A  
FOR TRAVEL VIA THE AP ROUTE COMMENCING IN NEW ZEALAND OR THE UNITED KINGDOM

ORIGIN OR DESTINATION	TRANSFER POINT	ROUTE OF SERVICE	AIRLINE
Auckland	Los Angeles	PA	Air New Zealand, Continental Airlines, Pan American World Airways, or UTA
London	Los Angeles	AT	French Airlines
Auckland	San Francisco	PA	Air New Zealand, British Airways, British Caledonian Airways, Pan American World Airways, Trans World Airlines, or American Airlines
London	San Francisco	AT	Pan American World Airways
Auckland	Tokyo	EH	AirNew Zealand
London	Tokyo	PO	British Airways

PART B

FOR TRAVEL VIA THE AP ROUTE COMMENCING IN NEW ZEALAND ONLY

Auckland	Tokyo	EH	Japan Air Lines
London	Tokyo	PO	Japan Air Lines

PART C

FOR TRAVEL VIA THE EH ROUTE COMMENCING IN NEW ZEALAND OR THE UNITED KINGDOM

Auckland	Singapore	EH	Air New Zealand
London	Singapore	EH	British Airways

PART D

FOR TRAVEL VIA THE EH ROUTE COMMENCING IN NEW ZEALAND ONLY

Auckland	Singapore	EH	Singapore Airlines
London	Singapore	EH	Singapore Airlines
Auckland	Tokyo	EH	Japan Air Lines
London	Tokyo	TS	Japan Air Lines

PART E

FOR TRAVEL VIA DIRECT SERVICES COMMENCING IN NEW ZEALAND OR THE UNITED KINGDOM

ORIGIN OR DESTINATION	DESTINATION OR ORIGIN	ROUTE OF SERVICE	AIRLINE
Auckland	London	{ AP EH	Air New Zealand
			British Airways

Dated at Wellington this 18th day of December 1984.

FRASER COLMAN,

for HON. RICHARD PREBBLE,  
Minister of Civil Aviation and Meteorological Services.

Round-Trip Advance Purchase Excursion Tariffs Between New Zealand, and the United Kingdom and the Republic of Ireland  
Notice (No.2) 1984

Pursuant to Section 29A(2) of the Civil Aviation Act 1964, the Minister of Civil Aviation and Meteorological Services hereby gives the following notice.

NOTICE

**1. Title, commencement and application**—(1) This notice may be cited as the Round-Trip Advance Purchase Excursion Tariffs between New Zealand, and the United Kingdom and the Republic of Ireland Notice 1984.

(2) This notice shall come into force on the 1st day of January 1985.

(3) This notice shall apply to the airlines specified in the first column of the Fourth Schedule to this notice.

**2. Interpretation**—(1) In this notice, unless the context otherwise requires,—

“The Act” means the Civil Aviation Act 1964:

“AP” means a route between Area 2 and Area 3 via—

- (a) Area 1; or
- (b) A polar service between Europe and Japan; or
- (c) Both:

“AT” means a route between Area 1 and Area 2 via the Atlantic:

“Commission Regime” means the Civil Aviation (Passenger Agents' Commission Regime) Notice 1983\*:

“EH” means any route—

- (a) Within Area 2; or
- (b) Within Area 3; or
- (c) Between Area 2 and Area 3 other than AP:

“General Tariff Conditions” means the Civil Aviation (General Passenger Conditions) Order 1984 †:

“Involuntary cancellation”, in relation to any travel, means the cancellation of all or any part of that travel arising out of—

- (a) Involuntary failure in respect of all or any part of that travel; or
- (b) Where that passenger is refused all or any part of that travel for safety or legal reasons, or because of that passenger's condition or conduct; or
- (c) The death of that passenger or a member of his immediate family:

“Involuntary failure”, in relation to any travel, means the inability of a carrier to provide the travel originally arranged because that carrier—

- (a) Cancels a flight; or
- (b) Fails to operate a flight reasonably to schedule; or
- (c) Omits a scheduled stop that is a destination, stop-over, or transfer point, of the passenger concerned; or
- (d) Fails to provide travel previously confirmed by or on behalf of that carrier; or
- (e) Causes the passenger concerned to miss a connecting flight in respect of which that passenger has a confirmed reservation:

“Involuntary rerouting”, in relation to any part of any travel, means rerouting of all or any part of that travel as a result of involuntary failure of that first mentioned part:

“Ireland” means the Republic of Ireland:

“IRL” means Irish Pounds:

“NZD” means New Zealand dollars:

“PA” means a route between Area 1 and Area 3 via the Pacific:

“PO” means an AP route via a polar service between Europe and Japan:

“Specified add-on” means an add-on specified in the Third Schedule to this notice:

“Specified fare” means a fare specified in the First or Second Schedule to this notice:

“TS” means an EH route via a direct service between Tokyo and Moscow:

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland:

“UKL” means United Kingdom Pounds:

“Voluntary cancellation”, in relation to any travel, means cancellation of that travel that is not involuntary cancellation.

(2) Every expression defined in section 2 or section 29A(12) of the Act or in clause 2 of the General Tariff Conditions shall have the meaning so defined.

(3) This notice shall be read as if every clause of the General Tariff Conditions expressed in this notice to be imported into this notice forms part of this notice; and for the purposes of this notice every reference in any such clause so expressed to “this notice” shall be read as a reference to this notice.

(4) Where in any provision of this notice it is provided that a fare may apply, that provision shall be read as if it were provided in that provision that—

(a) Subject to subclause (5) of this clause, travel to which that fare relates may be arranged, provided, and sold, or any of them, at that fare; and

(b) Subject to subclause (5) of this clause, any person may undertake, or advertise his ability or willingness, to arrange, provide, and sell, or any of them, travel to which that fare relates;—and “application” shall have a corresponding meaning.

(5) Where in any provision of this notice it is provided that a fare shall not apply, that provision shall be read as if it were provided in that provision that—

(a) No person shall arrange, provide, or sell, at that fare travel to which that fare relates; and

(b) No person shall undertake, or advertise his ability or willingness, to arrange, provide, or sell, at that fare travel to which that fare relates;—and “application” shall have a corresponding meaning.

**3. Fares and add-ons**—(1) A fare specified in the first column of the First Schedule to this notice may apply to economy class round-trip travel, via the route specified opposite that fare in the third column of that Schedule, from a point in New Zealand specified opposite that fare in the fourth column of that Schedule to and return from a point in the United Kingdom specified opposite that fare in the fifth column of that Schedule.

(2) A fare specified in the first column of the Second Schedule to this notice may apply to economy class round-trip travel, via the route specified opposite that fare in the third column of that Schedule, from a point in the United Kingdom specified opposite that fare in the fourth column of that Schedule to and return from a point in New Zealand specified opposite that fare in the fifth column of that Schedule.

(3) Where a fare specified in the First or Second Schedule to this notice may apply to travel from and return to—

(a) Christchurch, that fare may also apply to economy class round-trip travel from and return to any other point in the South Island of New Zealand north of Christchurch; or

(b) Wellington, that fare may also apply to economy class round-trip travel from and return to any other point in the North Island of New Zealand south of Auckland; to and return from a point in the United Kingdom specified opposite that fare in that Schedule if air services operate to and from that other point in New Zealand and that travel is or is to be undertaken via Auckland.

(4) An add-on specified in the first column of the Third Schedule to this notice may apply, when combined end-on with a specified fare, to economy class round-trip travel from a point specified opposite that add-on in the second column of that Schedule to and return from a point specified opposite that add-on in the third column of that Schedule.

(5) For the purposes of this notice, it is hereby declared that the travel for which it is stated in this notice that any specified fare or specified add-on may apply is the only travel to which that fare or add-on relates.

(6) Subject to subclause (7) of this clause, a specified fare shall not apply unless all calculations relating to that fare and the adjustments, charges and surcharges (if any) payable in respect of the travel to which that fare relates, are made in accordance with clause 4(28) of this notice.

(7) In respect of any travel commencing in the Ireland to which a specified fare and a specified add-on relate together, the following provisions shall apply to the conversion of that fare to Irish Pounds and the calculation of the total fare payable for that travel—

(a) That fare in United Kingdom Pounds (excluding that specified add-on and all appropriate adjustments, changes and surcharges) shall be converted to Irish Pounds by multiplying that fare by a conversion factor of 1.25 and rounding the resulting figure up to the next whole number:

(b) There shall be added to the resulting figure the amount in Irish Pounds of that specified add-on and all appropriate adjustments, charges and surcharges (other than excess baggage charges) payable in respect of that travel:

(c) Clause 4(28) of this notice shall apply to the resulting figure in Irish Pounds as if it were a local currency fare.

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

(1) APPLICATION—Except to the extent (if any) specified elsewhere in this notice, a specified fare shall not apply except for economy class round-trip travel, or around the world travel where that travel is or is to be undertaken via the EH route in one direction and via the AP route in the other:

(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:

\* Gazette, 1983 p. 3043

† Gazette, 1984 p. 1021



- (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—The clauses (except clauses 16 and 18(3)) comprising Part IV of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply if—
- (a) The ticket issued for the travel to which that fare relates, or to which that fare and any specified add-on relate, has no minimum validity, or a minimum validity of less than 21 days after the date of arrival in the country of turnaround:
- (b) Except as provided in clause 14 of the General Tariff Conditions (as imported into this notice), travel on the return portion of that ticket is so arranged that it is capable of commencing within the minimum validity of that ticket:
- (c) That ticket has no maximum validity, or a maximum validity of more than 180 days after the date of arrival in the country of turnaround:
- (d) Except as provided in subclauses (1), (2), (4) and (5) of clause 18 of the General Tariff Conditions (as imported into this notice), travel on the return portion of that ticket is so arranged that it is capable of commencing after the expiration of the maximum validity of that ticket:
- (e) Any carrier (or any agent of any carrier) extends or is to extend the maximum validity of that ticket by reason of the illness of the passenger concerned or any other person:
- (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 in each direction; 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) Where that travel commences or is to commence in New Zealand, a stopover that exceeds 4 nights; or
- (e) Where that travel commences or is to commence in the United Kingdom or Ireland, 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 that fare relates, or that fare 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 the Republic of 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 made 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—
- (i) That combination is to permit travel from a point other than the point of origin of travel to which that specified fare relates, or that fare and a specified add-on relate, or to or from a point other than the point of turnaround of travel to which that specified fare relates or that fare and a specified add-on relate; and
- (ii) That combined travel is, or is to be, undertaken via that point of origin or turnaround:
- (b) Notwithstanding the said clause 53, a specified fare may apply if it is or is to be combined with any other fare in accordance with paragraph (a) of this subclause and—
- (i) That other fare is a normal fare or excursion fare for travel at the same class of service as, or at a higher class of service than the class of service of the travel to which that specified fare relates; and
- (ii) The sum of those fares (including any specified add-on) is less than every normal fare or excursion fare for travel at the class of service of the travel to which that other fare relates for the time being lawful for the combined travel concerned:
- (12) **COMMISSION**—Clause 54 of the General Tariff Conditions shall be imported into this notice:
- (13) **DISCOUNTS**—Clauses 55, 56 and 71 of the General Tariff Conditions shall be imported into this notice; but the said clause 56 shall have effect only in respect of travel commencing in New Zealand:
- (14) **DOCUMENTATION**—Clause 72 of the General Tariff Conditions shall be imported into this notice:
- (15) **ELIGIBILITY**—Clause 74 of the General Tariff Conditions shall be imported into this notice:
- (16) **MINIMUM TOUR PRICE**—The application of the specified fares shall not be affected by any condition relating to a minimum tour price:
- (17) **MODIFICATION OF INCLUSIVE TOURS**—A specified fare used as a basis for a qualifying inclusive tour in respect of which any commission has been or is to be paid under clause 6 of the Commission Regime (hereinafter in this notice referred to as a supported qualifying inclusive tour) shall not apply if—
- (a) Any change of any component of or condition applicable to that tour is made by the person arranging that tour without the prior consent of the carrier that paid or is to pay to that person any commission relating to the costs of developing or advertising or promoting that tour; or
- (b) Any voluntary change of routing is or is to be arranged that excludes travel on the services of that carrier:
- (18) **NAME CHANGES AND ADDITIONAL PASSENGERS**—The application of the specified fares shall not be affected by any condition relating to name changes or additional passengers:
- (19) **PASSENGER EXPENSES EN ROUTE**—Clause 82 of the General Tariff Conditions shall be imported into this notice:
- (20) **PAYMENT**—The clauses comprising Part XX of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply unless that fare, together with any specified add-on and all appropriate adjustments, charges, and surcharges (other than excess baggage charges and any charges subsequently incurred as a result of reservation changes or cancellation), is paid—
- (a) Where the travel concerned is to commence in New Zealand,—
- (i) Not later than 14 days after the day on which reservations for the whole of that travel are confirmed by or on behalf of the carrier or carriers concerned; and
- (ii) Not later than 21 days before the commencement of the first outward sector of that travel:
- (b) Where the travel concerned is to commence in the United Kingdom or Ireland,—
- (i) Not later than 7 days after the day on which reservations for the whole of that travel are confirmed by or on behalf of the carrier or carriers concerned; and
- (ii) Not later than one month before the commencement of the first outward sector of that travel:
- (21) **RESERVATIONS**—Clauses 87 and 88 of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply —
- (a) Unless all reservations for the whole of the travel to which that fare relates, or that fare and any specified add-on relate, are requested by or on behalf of the passenger concerned, and confirmed by or on behalf of the carrier or carriers concerned, and entered on the ticket issued for that travel, not later than—
- (i) 21 days before the commencement of the first outward sector of that travel where it is to commence in New Zealand; or
- (ii) One month before that commencement where it is to commence in the United Kingdom or Ireland:
- (b) Unless each time one or more changes are made to any confirmed reservation for that travel on the basis of a request by or on behalf of the passenger concerned, a charge of NZD60 or UKL25, or the equivalent in Irish Pounds (as the case requires) is paid:
- (c) If any change to any confirmed reservation for that travel is made on the basis of a request made by or on behalf of the passenger concerned less than—
- (i) 21 days before the commencement of the first outward sector of that travel where it is to commence in New Zealand; or
- (ii) One month before that commencement where it is to commence in the United Kingdom or Ireland:
- (d) Except where that travel is rerouted in accordance with (22)(a)(ii) of this clause, if after its commencement, any change to any onward or return reservation is made on the basis of a request made by or on behalf of the passenger concerned:
- (22) **REROUTING**—Clauses 90, 91 and 94 of the General Tariff Conditions shall be imported into this notice; but a specified fare shall not apply if the travel to which that fare relates, or that fare and any specified add-on relate, is not so arranged that no voluntary rerouting of that travel can subsequently be arranged—
- (a) At that fare (or that fare and add-on)—
- (i) Less than 21 days before the originally intended 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 commencement where that travel is to commence in the United Kingdom or Ireland; or
- (ii) After that commencement of the first outward sector of that travel except where a member of the immediate family of the passenger concerned or any person who was accompanying that passenger, dies; and a death certificate relating to the person whose death is the basis for the rerouting concerned (being a certificate duly executed by a person authorised to issue death certificates under the laws of the place where that person died), or a copy of such a death certificate, is presented to the carrier arranging that rerouting; and that rerouting is to permit that passenger to return to the point of origin of that travel without stopover en route on the next available flight or to interrupt that travel at the point at which that death occurred either until 45 days have elapsed since that death or until all formalities and religious customs relating to that death have been completed, whichever is sooner:
- (b) At any other fare unless—
- (i) That other fare is 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; and
- (ii) Where that rerouting is arranged on the basis of a request made by or on behalf of the passenger concerned less than 21 days before the originally intended 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, or after its commencement, an amount of NZD60 or UKL25, or the equivalent in Irish Pounds, (as the case requires) is forfeited and there is paid to the airline concerned or an agent of that airline the amount (if any) by which the recalculated fare (including any add-on and all appropriate adjustments, charges and surcharges) exceeds the residue of that specified fare (or that fare and that add-on) and all adjustments, charges or surcharges paid:
- (23) **ROUTING**—Clause 97 of the General Tariff Conditions shall be imported into this notice; but—
- (a) Subject to paragraphs (d) and (e) of this subclause, a specified fare shall not apply unless—
- (i) Every sector of the travel to which that fare relates is and is to be provided between the countries of origin and turnaround, and of turnaround and destination, on the services of one of the airlines specified in the fourth column of the Fourth Schedule to this notice; and
- (ii) Every such sector between a point specified in the first column of that Schedule and a point specified opposite it in the second column of that Schedule via a route specified opposite those points in the third column of that Schedule is and is to be provided on a service of an airline specified opposite that route in the fourth column of that Schedule:
- (b) Subject to paragraphs (d) and (e) of this subclause, a specified fare shall not apply if there is or is to be allowed in respect of either half of the travel to which that fare relates—

- (i) A stopover and a transfer; or  
 (ii) More than one transfer; or  
 (iii) A transfer at any point other than Los Angeles, Singapore, or Tokyo;—but the application of that fare shall not be affected if, where that half of that travel is to be and is undertaken via San Francisco, there is or is to be allowed, in respect of that half of that travel, an online transfer at Honolulu in addition to any stopover or transfer at San Francisco:
- (c) A specified fare shall not apply if—  
 (i) Any side-trip from any point of the travel to which that fare relates is or is to be allowed en route unless there is or is to be paid, in addition to that fare, the lawful fare for that side-trip; or  
 (ii) Surface transportation is or is to be used between any points of the travel to which that fare relates:
- (d) In the case of travel to or from any point in New Zealand other than Auckland to which a specified fare relates, that fare shall not apply unless that travel is or is to be undertaken via Auckland; but the application of that fare shall not be affected by—  
 (i) The airline used or to be used for travel between Auckland and that other point in New Zealand; or  
 (ii) The fact that there is allowed or to be allowed a transfer at Auckland in each direction:
- (e) In the case of travel to or from any point in the United Kingdom other than London or any point in Ireland to which a specified fare and a specified add-on relate, that fare and that add-on shall not apply unless that travel is or is to be undertaken via London; but the application of that fare and that add-on shall not be affected by—  
 (i) The airline used or to be used for the travel to which that add-on relates; or  
 (ii) The fact that there is allowed or is to be allowed a transfer at London in each direction:
- (24) TICKETING—The clauses comprising Part XXIV of the General Tariff Conditions shall be imported into this notice; but
- (a) A specified fare shall not apply unless—  
 (i) Where the travel to which that fare relates, or that fare and any specified add-on relate, is to commence in New Zealand, the ticket for that travel is issued no later than 14 days after the date on which all reservations for that travel are confirmed by or on behalf of the airline or airlines concerned, and no later than 21 days before the date of commencement of the first outward sector of that travel;  
 (ii) Where the travel to which that fare relates, or that fare and any specified add-on relate is to commence in the United Kingdom or Ireland, the ticket for that travel is issued no later than 7 days after the date on which all reservations for that travel are confirmed by or on behalf of the airline or airlines concerned, and no later than one month before the date of commencement of the first outward sector of that travel;  
 (iii) That ticket shows confirmed reservations for the whole of that travel;  
 (iv) A sticker is attached to that ticket stating that cancellation penalties apply and the advisability of insurance;  
 (v) Notwithstanding clause 112 of the General Tariff Conditions (as imported into this notice), every ticket, MCO or PTA issued or re-issued for that travel is endorsed "APEX FARE/NON-REF":
- (b) Clause 114 of the General Tariff Conditions (as imported into this notice) shall have effect only when a specified fare is used to construct a supported qualifying inclusive tour:
- (c) In respect of travel commencing in New Zealand to which a specified fare relates, the appropriate code for the purposes of clause 109(3)(i)(i) of the General Tariff Conditions (as imported into this notice) shall be—  
 (i) "YHAP" where that fare is specified in the second column of the First Schedule to this notice as a peak season fare;  
 (ii) "YOAP" where that fare is specified in the second column of that Schedule as a shoulder season fare;  
 (iii) "YJAP" where that fare is specified in the second column of that Schedule as an off-peak season fare;  
 (iv) "YLAP" where that fare is specified in the second column of that Schedule as a basic season fare:
- (d) In respect of travel commencing in the United Kingdom or Ireland to which a specified fare relates, the appropriate code for the purposes of clause 109(3)(i)(i) of the General Tariff Conditions (as imported into this notice) shall be—  
 (i) "YHAP" where that fare is specified in the second column of the Second Schedule to this notice as a peak of peak season fare;  
 (ii) "YOAP" where that fare is specified in the second column of that Schedule to as a peak season fare;  
 (iii) "YJAP" where that fare is specified in the second column of that Schedule to as a shoulder season fare;  
 (iv) "YZAP" where that fare is specified in the second column of that Schedule to as an off-peak season fare;  
 (v) "YLAP" where that fare is specified in the second column of that Schedule to as a basic season fare:
- (e) In respect of any travel to which a specified add-on relates, the appropriate code for the purposes of clause 109(3)(i)(i) of the General Tariff Conditions (as imported into this notice) shall be "YE":
- (25) TOUR FEATURES—Clause 119 of the General Tariff Conditions shall be imported into this notice; but shall have effect only when a specified fare is used to construct a supported qualifying inclusive tour:
- (26) TOUR LITERATURE—Clause 121 of the General Tariff Conditions shall be imported into this notice; but shall have effect only when a specified fare is used to construct a supported qualifying inclusive tour:
- (27) TRAVEL TOGETHER—The application of the specified fares shall not be affected by any condition relating to the travelling together of passengers:
- (28) CURRENCY—Clauses 123 and 125 of the General Tariff Conditions shall be imported into this notice; and, in addition, if payment for any travel to which a specified fare relates, or a specified fare and a specified add-on relate, is or is to be made outside the country of commencement of that travel, that fare (or that fare and that add-on) shall not apply unless the total amount payable for that travel calculated in the currency of the country of commencement of that travel is converted to the currency of payment at the bankers' buying rate of exchange in effect at the time and place of payment.
- 5. Certain clauses of the General Tariff Conditions excluded—**For the avoidance of doubt, it is hereby declared that clauses 4, 5, 10(b), 16, 18(3), 19, 20, 21, 30, 35, 38, 52, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 73, 75, 76, 77, 78, 79, 80, 81, 89, 92, 93, 95, 96, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 118, 120, 122, 124, and 126 of the General Tariff Conditions shall not be imported into this notice.
- 6. Other tariffs—**Nothing in this notice shall affect or prevent the application of any fare to any travel in accordance with some other notice under section 29A(2) of the Act.
- 7. Revocation—**The Round-Trip Advance Purchase Excursion Tariff Between New Zealand, and the United Kingdom and the Republic of Ireland Notice 1984 ‡ is hereby revoked.

**FIRST SCHEDULE  
SPECIFIED FARES  
FOR TRAVEL FROM NEW ZEALAND TO THE UNITED  
KINGDOM AND RETURN**

Clause 3(1)

FARES (NZD)	SEASON	ROUTE	ORIGIN	POINT OF TURNAROUND
2790	Peak	EH or AP	Auckland	London
2560	Shoulder			
2320	Off-Peak			
2090	Basic			
2996	Peak	EH or AP	Christchurch	London
2766	Shoulder			
2526	Off-Peak			
2296	Basic			
2940	Peak	EH or AP	Wellington	London
2710	Shoulder			
2470	Off-Peak			
2240	Basic			

**SECOND SCHEDULE  
SPECIFIED FARES  
FOR TRAVEL FROM THE UNITED KINGDOM TO NEW  
ZEALAND AND RETURN**

Clause 3(2)

FARES (UKL)	SEASON	ROUTE	ORIGIN	POINT OF TURNAROUND
1110	Peak of Peak	EH or AP	London	Auckland
1030	Peak			
960	Shoulder			
895	Off-Peak			
830	Basic			
1200	Peak of Peak	EH or AP	London	Christchurch
1120	Peak			
1050	Shoulder			
985	Off-Peak			
920	Basic			
1176	Peak of Peak	EH or AP	London	Wellington
1096	Peak			
1026	Shoulder			
961	Off-Peak			
896	Basic			

**THIRD SCHEDULE  
SPECIFIED ADD-ONS**

Clause 3(4)

**PART A  
FOR TRAVEL FROM NEW ZEALAND TO THE UNITED  
KINGDOM AND RETURN**

AMOUNT (NZD)	COMBINATION POINT	POINT OF TURNAROUND
222	London	Aberdeen
190		Belfast
122		Birmingham
190		Edinburgh
190		Glasgow
222		Inverness
174		Isle of Man
164		Jersey
144		Leeds
144		Liverpool
144		Manchester
174		Newcastle
174		Teeside

**PART B  
FOR TRAVEL FROM THE UNITED KINGDOM TO NEW  
ZEALAND AND RETURN**

AMOUNT (UKL)	ORIGIN AND DESTINATION	COMBINATION POINT
84	Aberdeen	London
72	Belfast	
46	Birmingham	
72	Edinburgh	
72	Glasgow	
84	Inverness	
66	Isle of Man	
62	Jersey	
54	Leeds	
54	Liverpool	
54	Manchester	
66	Newcastle	
66	Teeside	

**PART C  
FOR TRAVEL FROM NEW ZEALAND TO IRELAND AND  
RETURN**

AMOUNT (NZD)	COMBINATION POINT	POINT OF TURNAROUND
262	London	Cork
214		Dublin
262		Shannon

**PART D  
FOR TRAVEL FROM IRELAND TO NEW ZEALAND AND  
RETURN**

AMOUNT (IRL)	ORIGIN AND DESTINATION	COMBINATION POINT
117	Cork	London
96	Dublin	
117	Shannon	

**FOURTH SCHEDULE  
AIRLINES AND ROUTING**

Clauses 1(3) and 4(23)

**PART A  
FOR TRAVEL VIA THE AP ROUTE COMMENCING IN  
NEW ZEALAND OR THE UNITED KINGDOM**

ORIGIN, DESTINATION OR POINT OF TURNAROUND	TRANSFER POINT	ROUTE OF SERVICE	AIRLINE
Auckland	Los Angeles	PA	Air New Zealand, Continental Airlines, Pan American World Airways, or UTA French Airlines

**PART B  
FOR TRAVEL FROM THE UNITED KINGDOM TO NEW  
ZEALAND AND RETURN**

ORIGIN, DESTINATION OR POINT OF TURNAROUND	TRANSFER POINT	ROUTE OF SERVICE	AIRLINE
London	Los Angeles	AT	Air New Zealand, British Airways, British Caledonian Airways, Pan American World Airways, Trans World Airlines, or American Airlines
Auckland	San Francisco	PA	Pan American World Airways
London	San Francisco	AT	Pan American World Airways

Auckland	Tokyo	EH	Air New Zealand
London	Tokyo	PO	British Airways

PART B

FOR TRAVEL VIA THE AP ROUTE COMMENCING IN NEW ZEALAND ONLY

Auckland	Tokyo	EH	Japan Air Lines
London	Tokyo	PO	Japan Air Lines

PART C

FOR TRAVEL VIA THE EH ROUTE COMMENCING IN NEW ZEALAND OR THE UNITED KINGDOM

Auckland	Singapore	EH	Air New Zealand
London	Singapore	EH	British Airways

PART D

FOR TRAVEL VIA THE EH ROUTE COMMENCING IN NEW ZEALAND ONLY

Auckland	Singapore	EH	Singapore Airlines
London	Singapore	EH	Singapore Airlines
Auckland	Tokyo	EH	Japan Air Lines
London	Tokyo	TS	Japan Air Lines

PART E  
FOR TRAVEL VIA DIRECT SERVICES COMMENCING IN NEW ZEALAND OR THE UNITED KINGDOM

ORIGIN OR DESTINATION OR POINT OF TURAROUND	ORIGIN OR DESTINATION OR POINT OF TURAROUND	ROUTE OF SERVICE	AIRLINE
Auckland	London	} AP	Air New Zealand
			EH

Dated at Wellington this 18th day of December 1984.

FRASER COLMAN,  
for HON. RICHARD PREBBLE,  
Minister of Civil Aviation and Meteorological Services.

