

## **AeroMedevac Air Ambulance**

### **Terms and Conditions**

1. All prices, amounts and payments referred to shall be in the currency of the Euro.
2. The quoted price does not include the ground ambulance, unless specified. AeroMedevac Air Ambulance will organise ground ambulances on customer's request depending on location if possible, subject to Client approval. The fees for the supply of ground ambulances will be invoiced based on the actual cost incurred plus an administration fee of 20% of the cost of the road transportation
3. An unscheduled sea-level cabin pressure altitude flight increases the overall cost by 10% on the patient's sector in the turboprop aircraft and €600 per flight hour (on the patient's sector) in the jet aircraft.
4. All requests, especially transport of 2 patients, will only be confirmed after full Medical details of both patients conditions have been reviewed, and approval given by the Flight Physician and /or Air Ambulance Medical Director.

To minimize the risks of the aeromedical transport our Medical Department will make contact with the treating doctor or a person who is familiar with the patient's condition. However complications during the flight cannot be absolutely excluded, because of additional stress for the patient (unfavourable climatic conditions, varying air pressure and so forth). Complications are rare and normally can be treated with the medical equipment provided on board the air ambulance.

5. For ground time in excess of 2 hours outside AeroMedevac Air Ambulance's responsibility €500 per starting hour will be added.
6. The Flight Physician has the right to refuse a planned tarmac transfer if the patient requires intensive medical care during the hospital transfer.
7. An unscheduled overnight stay for the flight crew and medical team will be charged at the actual costs of the overnight stay plus 10% but subject to a minimum €750.
8. If the Mission is scheduled to be performed during night time (22.00 – 06.00 hours local time) an additional 15% of the quoted price will be charged and subject to at least a minimum of €2,000.
9. Our flight Physician has the right to refuse patients transfer if actual medical condition presents substantial differences from the information contained in the medical report and poses a life-threatening situation to the patient if transported. In this case the full costs of the mission will still be charged to the client. AeroMedevac Air Ambulance will notify the client and proceed in accordance with this decision taken in the interest of patient safety.
10. If the planned flight schedule has to be changed for reasons that are beyond the control of AeroMedevac Air Ambulance (e.g. unforeseeable weather conditions, airport closure, etc...) the additional costs thereby incurred will be charged to the client.
11. If delays occur due to unexpected reasons (e.g. technical), except for gross negligence and intention, AeroMedevac Air Ambulance has the right to reschedule the flight plan accordingly. If this results in a delay exceeding 12 hours the client has the right to cancel the mission without cancellation fees. In such case only the incurred costs will be charged to the client.
12. If during the repatriation the patient's condition degrades and results in an unscheduled intermediate stop for necessary hospitalization all additional costs incurred will be charged to the client. Furthermore AeroMedevac Air Ambulance will not be responsible for the costs thereby incurred at the hospital.
13. If delays, other than caused by AeroMedevac Air Ambulance, results in extra costs (e.g. night stop, additional airport fees by night, etc.), these will be charged to the customer.
14. The liability of AeroMedevac Air Ambulance is limited to gross negligence and intention. The transportation of passengers, baggage or cargo is performed under the regulations of the Warsaw Convention. AeroMedevac Air Ambulance takes no responsibility for incidents of force majeure e.g. strike, war, or sabotage.
15. In the event that AeroMedevac Air Ambulance is chartered by Agents/Brokers on behalf of third parties, the Agents/Brokers are liable for all obligations concerning the clients' obligations in this agreement.
16. Luggage: Only one piece of soft hand luggage not exceeding 10 (ten) kilo's may accompany the patient unless otherwise agreed in advance. Otherwise the luggage may remain at place of pick up and AeroMedevac Air Ambulance will not be responsible for remaining luggage. Please note that the flight-crew is entitled to check the content of the luggage for security reasons according to air law.

17. Additional passenger: an accompanying passenger will only be accepted with the approval of the flight physician and the flight crew on the basis of meeting commercial carriers fitness to fly industry standard.
18. Cancellation Policy:
- a) If notice of cancellation occurs between confirmation and 12 hours prior to departure in accordance with the flight schedule, a fee of twenty-five (25)% of the total quoted charter rate plus any costs already incurred will be applied;
  - b) If cancellation occurs within the 12 hours preceding scheduled departure, in accordance with the flight schedule, a fee of 50% of the quoted charter rate will apply;
  - c) If cancellation occurs at any point from the scheduled departure time in accordance with the flight schedule, this will result in a charge of 100% of the quoted charter rate
19. Payment: as agreed with the client as specified by quotation for the repatriation mission.
- a) Payments will be made by electronic transfer to the nominated ACS bank account.
  - b) If payment is made by credit card, a 3% fee is added to the invoice amount. American Express is accepted however this is subject to a 4% fee.
  - c) Invoices from AeroMedevac Air Ambulance are due and payable net, without deduction, in advance after receipt of order confirmation.
  - d) AeroMedevac Air Ambulance is entitled to refuse to transport passengers, baggage and freight if the passenger and or charter company has not paid the agreed transport charges or other surcharges, fees or taxes to be paid by the passenger and /or charter company before commencement of the journey or transport.
  - e) A payment will only be deemed as having being paid if AeroMedevac Air Ambulance may dispose of the amount to be paid.
  - f) Should the passenger / charter company be in default of payment, then AeroMedevac Air Ambulance shall be entitled to charge interest. This will be at a rate of 8% above the Bank of England base rate, per month or part of a month, compounded monthly. These charges will be payable immediately.
  - g) Should the passenger/charter company not fulfil their payment obligations, in particular stop the agreed contracted payments or should AMI become aware of other circumstances which question the creditworthiness of the passenger / charter company, AMI will be entitled to make the residual debt as due and payable.
20. After written confirmation the flight remains subject to traffic-rights and all necessary governmental approvals.
21. ACS has registered air ambulance partner's who may undertake the mission in question on their behalf. If the air ambulance partner's terms and conditions differ from ours then AeroMedevac Air Ambulance will make all Parties aware of the differences. The Client will be required to accept the additional terms and conditions prior to commencement of the flight.
22. All notices and other communications between the Parties provided for or permitted hereunder shall be in writing and delivered by certified or registered mail, return receipt requested, or email with return receipt.
23. In the event that parts of the general conditions become invalid, the remaining paragraphs are not affected. Any dispute relating or resulting from the present Agreement shall be referred to the jurisdiction of the Courts of the Republic of Ireland.
24. Any verbal related agreements, supplements or changes to this agreement and its terms and conditions must be made in writing to be enforceable. This shall also apply for a waiver to the requirement of the written form. No broker, employee or authorised agent of AeroMedevac Air Ambulance is entitled to supplement or amend these terms and condition of transport or renounce their applicability.