



an initiative from DRF and LAR

European Air Ambulance

- Tel: +49 711 7007 - 7007
- Fax: +49 711 7007 - 7009
- Email: alert@air-ambulance.com
- <http://www.air-ambulance.com>

Terms & Conditions

1. All prices, amounts and payments referred to shall be in Euro.
2. The quoted price does not include the ground ambulance, unless specified. EAA will organise ground ambulances on customer's request.
3. The fees for the supply of ground ambulances will be billed separately, based on the real cost. The client will get a separate invoice for the supply of ground ambulances upon EAA's reception of the subcontractor invoice. EAA's mark-up fee is fixed at ten percent.
4. At the latest one hour prior departure, the Client will give EAA a written medical status report of all patients to be carried on board. If the report is not available prior to scheduled departure, EAA may delay the departure time accordingly and charge the resulting costs incurred but minimum € 400.- per starting hour. If, as a consequence of this delay, the flight cannot be performed legally regarding flight and duty regulations, EAA may cancel the flight and charge a cancellation fee of 20% of the Mission in addition to any other costs that have been generated related to the cancelled mission.
5. An unscheduled sea-level cabin pressure altitude flight increases the overall cost by 10% on the patient's sector.
6. 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.
To minimize the risks of the transport our medical department will get in contact with the treating doctor or a person who is familiar with the patient's condition.
However complications during the flight can not be absolutely excluded, because of additional stress for the patient (unfavorable climatic conditions, varying air pressure,...)
Complications are rare and normally can be treated with the medical equipment provided on board.
7. For ground time in excess of 2 hours outside EAA's responsibility € 400.- per starting hour will be added.
8. The flight physician has the right to refuse a planned tarmac transfer if the patient requires intensive medical care during the hospital transfer.
9. An unscheduled overnight stay for the flight crew and medical team will be charged at the actual costs of the overnight but minimum €600.
10. If the mission will have to be performed during nighttime (22h00 - 06h00 local time) an additional 15% of the quoted price will be charged but at least a minimum of € 2.000.-.
11. Our flight physician has the right to refuse a 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. EAA will notify the client and proceed in accordance with the latter.
12. If the planned flight schedule has to be changed for reasons which are beyond the control of EAA (e.g. unforeseeable weather conditions, airport closure, etc...) the additional costs thereby incurred will be charged to the client.



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13. If delays occur due to unexpected reasons (e.g. technical), except for gross negligence and intention, EAA has the right to reschedule the flight plan accordingly. If this results in a delay exceeding 6 hours the client has the right to cancel the mission without cancellation fees. In such case only the occurred costs will be charged to the client.
14. 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 EAA will not be responsible for the costs thereby incurred at the hospital.
15. If delays, other than caused by EAA, results in extra costs (e.g. night-stop, additional airport fees by night,...), these will be charged to the customer.
16. The liability of EAA is limited to gross negligence and intention. The transportation of passengers, baggage or cargo is performed under the regulations of the Warsaw Convention. EAA takes no responsibility for incidents of force majeure e.g. strike, war, or sabotage.
17. In the event that EAA is chartered by Agents/Brokers on behalf of third parties, the Agents/Brokers are liable for all obligations concerning the clients' side in this agreement.
18. Luggage: Only one piece of soft hand-luggage not exceeding 10 kg may accompany the patient. Otherwise the luggage will remain at face! EAA 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.
19. Additional passenger: an accompanying passenger will only be accepted with the approval of the flight physician and the flight crew.
20. Cancellation Policy: If the mission is aborted between confirmation and 8hrs prior takeoff, 10% of the quoted price plus occurred costs will be charged. Cancellation between 8hrs prior takeoff and departure will result in a charge of 20% of the quoted price plus occurred costs. If the aircraft is already airborne, the actual flight minutes plus occurred costs (but at least 40% of the quoted price) will be invoiced.
21. Payment: Within 30 days after receipt of the original invoice.
22. After written confirmation the flight remains subject to traffic-rights and all necessary governmental approvals.
23. 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, email with return receipt or by facsimile with confirmed delivery.
24. 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 Luxembourg.