



## **EUROPEAN AIR AMBULANCE A BRAND OF LUXEMBOURG AIR AMBULANCE S.A. GENERAL TERMS & CONDITIONS - CONSUMERS**

### **1. DEFINITIONS**

- 1.1. "EAA" stands for the société anonyme Luxembourg Air Ambulance S.A., established and having its registered office at L-1110 Findel, Luxembourg Airport, represented by its manager currently in office, registered in the Luxembourg trade register under n° B65837, and taken in its brand European Air Ambulance.
- 1.2. "Crew" stands for the standard team present onboard during the air ambulance flight, composed of a flight crew, a flight physician and a flight nurse.
- 1.3. "Mission" stands for services provided by EAA and defined contractually between the Parties.
- 1.4. "Parties" stands for EAA together with the Contracting party.
- 1.5. "Patient" or "Contracting party" stands for the natural person requesting the services provided by EAA and subject to transport.
- 1.6. "Services" stands for the provision of air ambulance services provided by EAA.

### **2. SCOPE OF APPLICATION**

- 2.1. All requests, offers, orders, contracts, agreements and services between EAA on the one hand and the Contracting party on the other hand are subject to these Terms & Conditions.
- 2.2. Any requests by the Contracting party referring to its own terms & conditions will be considered null and void.

### **3. INFORMATION**

- 3.1. The Contracting party is responsible for providing a comprehensive written medical report on his/her health to be carried on board before mission confirmation, as well as all relevant information needed for the organisation of the Mission.
- 3.2. The Contracting party grants EAA access to all relevant medical records and information. The Contracting party understands their critical importance and guarantees their completeness and reliability.
- 3.3. EAA will not be liable for the consequences arising from failing to share medical information, within the defined time limit, that is necessary or useful in order to provide medical care and/or to deliver the services or arising from providing incomplete or inaccurate information.

### **4. COMMUNICATION**

- 4.1. All communication between the Parties must be made by e-mail (alert@air-ambulance.com) or by phone (+352 26 26 00). Other communication channels may be agreed upon in writing if relevant.
- 4.2. Communication must unfold in a courteous and constructive fashion.
- 4.3. Phone communications will be recorded hence Clause 12 of the Terms and Conditions and EU Regulation 2016/679 will apply.



## **5. OFFER SUBMISSION AND CONCLUSION OF THE CONTRACT OF TRANSPORT**

- 5.1. After having been activated by a request from the Contracting party, EAA describes the Services to be provided in a Formal Offer.
- 5.2. The Formal Offer presents the costs of Patient transport, related medical equipment and supplies, as well as personnel to be deployed.
- 5.3. Formal Offers are only binding if signed by an authorised representative of EAA.
- 5.4. If the Formal Offer does not provide for a validity period, then the default validity period applicable to the Formal Offer is 12 hours. If the Formal Offer is not accepted within the period of validity of the Formal Offer, the Formal Offer will be deemed to have lapsed and will have no effect.
- 5.5. Mission feasibility is only confirmed after the written medical report of the Patient has been received and reviewed and the Patient's condition assessed by EAA's Medical Department.
  - 5.5.1. To assess risks related to the Patient's transportation, EAA's Medical Department may contact the treating doctor or a person familiar with the Patient's condition as per clause 12 of the Terms and Conditions and EU Regulation 2016/679.
  - 5.5.2. EAA will refuse transport of patients or accompanying persons placed under international sanction regime.
- 5.6. The Contract of Transport is concluded only after EAA confirms the mission in writing. The Contracting party commits to immediately check mission details and immediately flag errors to EAA.
- 5.7. After Mission confirmation, EAA's contractual obligations are conditional to their compliance with applicable law and to EAA's receipt of all necessary permissions and departure, landing and traffic rights.
- 5.8. EAA is entitled to assign the transport in whole or in part to third parties in respect with the conditions set out in clause 12 of the Terms and Conditions and in accordance with articles 28, 29 and 32 of EU Regulation 2016/679. If assigned to a third party, EAA has to inform the Contracting party. EAA will remain responsible for the mission booked in accordance with clauses 11 and 12 of the Terms and Conditions.
- 5.9. Unless agreed otherwise in written by the Parties, all statements and agreements made between EAA and the Contracting party concerning the contract must be made in writing. The same applies to changes made to the contract.

## **6. PRICE**

- 6.1. All prices, amounts and payments shall be in Euro (EUR) or, at the request of the Patient and upon written agreement of EAA, in US Dollar (USD).
- 6.2. Offer price includes all costs for the transport of the patient(s) and accompanying person(s), including crew costs, landing fees, flight navigation charges, standard catering, luggage, security charges, as well as passenger fees and taxes, insofar as these are payable by the carrier under applicable laws and regulations. Offer price include VAT.
- 6.3. Offer price does not include the following services unless otherwise mentioned:
  - ground ambulance transportation, ground transportation between airport and final destination;
  - costs and charges for upgrade or special catering, costs for visa stamps and customs for patient(s) and accompanying person(s);
  - extension of airport opening hours;
  - aircraft de-icing on the ground elsewhere than on home-base.EAA will invoice additional services to the Contracting party with a mark-up fee of 10%.
- 6.4. Should EAA incur additional costs or charges not included in the offer price, EAA will inform the Contracting party as soon as possible and will invoice these additional costs separately to the Contracting party. These may notably include, but are not limited to, the costs linked to following situations:
  - Ground time of more than 2 hours beyond EAA's responsibility;
  - Unscheduled overnight stay for the flight crew and medical team;
  - Unexpected shift of the mission during night-time;
  - Unscheduled sea-level cabin pressure altitude;
  - Unscheduled intermediate stop due to the patient's condition along with all incurred costs for the hospitalisation of the patient.



## **7. PAYMENT AND INTEREST**

- 7.1. Payment may be made by bank transfer or, if agreed upon in writing, by credit card.
- 7.2. Invoice is due for payment according to invoice terms.
- 7.3. Unless otherwise specified in the invoice, payment is due before mission start.
- 7.4. In the event of non-payment of the invoice, EAA reserves the right to cancel the mission and apply the cancellation fees mentioned in article 10.1.1.
- 7.5. In the event of late payment, EAA's receivables shall automatically bear interest at the legal rate from the end of the third month following completion of the Mission in accordance with Chapter II of the amended law of 18 April 2004 on payment periods and interest on late payment. The applicable reference rate is calculated in accordance with article 14 of the aforementioned law.
- 7.6. Contestation of the invoice may only be lodged within 8 days following the notification of the invoice. Contestation is made in writing and comprises the reasons upon which relief is sought.

## **8. EXECUTION OF THE MISSION**

### **8.1. AUTHORITY**

- 8.1.1. During the Mission, the captain, in consultation with the flight physician, has full authority on board.
- 8.1.2. The Contracting party is liable to EAA for all damages caused by his/her non-compliance with the instructions given by the captain or caused by any other breach of the security measures enforced by the captain.

### **8.2. ADDITIONAL PASSENGERS**

- 8.2.1. An accompanying passenger may only be accepted with the approval of the medical department of EAA. The final decision may be taken by the captain, in coordination with the flight physician.

### **8.3. LUGGAGE**

- 8.3.1. Only one piece of soft hand-luggage, not exceeding 10 kg and for each patient, is accepted, unless agreed otherwise in writing.
- 8.3.2. EAA is not responsible for overweight luggage having to remain on-ground.
- 8.3.3. According to applicable regulation, notably Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015 laying down detailed measures for the implementation of the common basic standards on aviation security, the crew is entitled to check the content of the cabin and hold luggage for prohibited articles. The list of items, as well as applicable rules on liquids, is available on EAA's website (<https://www.air-ambulance.com/services/terms-and-conditions>). Passengers transported out of non-EU countries are informed before boarding the aircraft about the applicable regulation regarding prohibited articles.

### **8.4. TRANSPORTABILITY OF THE PATIENT AND ACCOMPANYING PERSON**

- 8.4.1. EAA may refuse a planned tarmac transfer if the Patient requires intensive medical care during the transfer from the hospital to the aircraft.
- 8.4.2. EAA may refuse a Patient's air transport if actual medical condition differs substantially from the written medical report shared at point of mission confirmation. In such case, the full costs of the mission will still be charged to the client.
- 8.4.3. EAA may refuse transport of Patients and accompanying persons who could potentially pose a health and/or security risk to the crew;
- 8.4.4. EAA may refuse transport of Patients and accompanying persons who refuse to observe flight safety requirements.



## **9. UNFORESEEN MODIFICATION OF THE MISSION**

### **9.1. MODIFICATION BY THE CONTRACTING PARTY**

9.1.1. If the Contracting party requests changes after mission confirmation, EAA may either accept or reject such changes at its sole discretion.

### **9.2. MODIFICATION BY EAA**

9.2.1. If the planned flight schedule has to be changed for reasons which are beyond the control of EAA (unforeseeable weather conditions, impediments by authorities or third parties, official orders due to saturation of air space or airports, denial of required landing, take-off, traffic-, and flyover rights, natural phenomena, force majeure, pandemics, strikes, riots, blockages, embargoes, significant security risks or war or war-like conditions, but also degradation of the patient's condition inflight), EAA reserves the right to invoice the additional costs incurred to the Contracting party or withdraw from the Contract of Transport.

9.2.2. If delays occur due to unexpected reasons (e.g. technical issues, AOG), except for gross negligence and intention, EAA reserves the right to reschedule the flight plan or withdraw from the Contract of Transport. If this results in a delay exceeding 6 hours, the Contracting party has the right to cancel the mission without cancellation fees.

9.2.3. If the Contracting party does not agree with a fundamental modification of the present or the special conditions of the contract, it may terminate the contractual relationship within eight days of receipt of the communication of the modification made to it by EAA. The Contracting party shall notify EAA of his/her decision to withdraw by registered letter with acknowledgement of receipt. An oral retraction will only be valid after written confirmation from EAA.

## **10. CANCELLATION POLICY**

10.1. Cancellation of the mission must be sent in writing, by email to [alert@air-ambulance.com](mailto:alert@air-ambulance.com).

10.1.1. Cancellation fees are applied as follows:

- If the mission is cancelled between mission confirmation and 48 hours before scheduled departure time, 10% of the quoted price will be charged;
- If the mission is cancelled between 48 hours and 24 hours before scheduled departure time, 30% of the quoted price will be charged;
- If the mission is cancelled less than 24 hours before scheduled departure time, 50% of the quoted price will be charged;
- After take-off, including on the positioning flight, 100% of the quoted price will be charged.

## **11. LIABILITY**

### **11.1. LIABILITY OF EAA**

11.1.1. Air ambulance flights and transportation of passengers, luggage or cargo are performed under the regulations of the Warsaw and Montréal Conventions, whichever applies.

11.1.2. For any other situation that is not governed by the Warsaw or Montréal Conventions:

11.1.2.1. EAA is only liable for indirect or consequential damages attributable to EAA or its subcontractor when such damage was caused by gross negligence or wilful misconduct.

11.1.2.2. EAA's liability shall not exceed the amount of damages proven by supporting documentation under any circumstances.

11.1.2.3. EAA takes no responsibility for incidents of force majeure, including but not limited to the situations listed in section 9.2.1.



## **11.2. LIABILITY OF THE CONTRACTING PARTY**

- 11.2.1. The Contracting party is liable for providing EAA with a comprehensive written medical report before mission confirmation, with accurate and complete information to allow mission preparation, and for ensuring that the patient and accompanying person are in possession of all needed travel documents.
- 11.2.2. The Contracting party shall be liable to EAA for all damages resulting from incomplete or incorrect medical information, incomplete travel documents or if travel documents are lacking or are not presented or not presented in time by the passenger.
- 11.2.3. The Contracting party shall be liable to EAA for any damages suffered by EAA and attributable to the Contracting party.
- 11.2.4. Damages fees are applied as follows: full reimbursement of the extra costs incurred to which applies an additional handling fee of 10%.

## **12. DATA PROTECTION**

- 12.1. EAA acts as Data Controller or Data Processor as defined within the EU Regulation 2016/679.
- 12.2. The Contracting party gives explicit consent to the processing of personal data transmitted.
- 12.3. EAA data processing of the personal data transmitted by the Contracting party is limited solely for use in connection with EAA services.
- 12.4. EAA warrants that it has used reasonable efforts to determine that appropriate measures have been taken to ensure the security of the data processing as defined within the EU Regulation 2016/679.
- 12.5. The use of Personal data within the meaning of the EU Regulation 2016/679 is limited to what is necessary for business and organisational reasons and is necessary to protect the vital interests of the Patient.
- 12.6. The Personal data will be erased as soon as it is no longer required for the purposes stated. EAA may also retain the data until the statutory limitation periods have expired (usually ten years, but up to 30 years in some cases), provided that this is necessary for the establishment, exercise or defence of legal claims. After that, the relevant data are routinely erased.
- 12.7. To find out more about how EAA uses personal data, access EAA's Privacy Policy on:  
<https://www.air-ambulance.com/about-eea/eea-website-privacy-terms>.
- 12.8. For specific purposes, the Contracting party provides its consent on the fact that EAA may be required to disclose Contracting party data to lawful authorities for the prevention of crime or regulatory purposes or to a court as such court requires. In certain circumstances, EAA may not be permitted to inform the Contracting party that such a disclosure was made.
- 12.9. Pursuant to Article 13, Paragraph 2, letter b of the GDPR, the Contracting party has the following rights regarding his personal data:
  - right of access (article 15 EU Regulation 2016/679)
  - right of correction (article 16 EU Regulation 2016/679)
  - right of erasure (article 17 EU Regulation 2016/679)
  - right of restriction of processing (article 18 EU Regulation 2016/679)
  - right of data portability (article 20 EU Regulation 2016/679)
  - right to object (article 21 EU Regulation 2016/679)
- 12.10. Furthermore, the Contracting party has the right to lodge a complaint with the following supervisory authority on data protection regarding EAA's processing of personal data:  
**Commission nationale pour la protection des données**  
Service des plaintes  
15, Boulevard du Jazz  
L-4370 Belvaux  
Phone: (+352) 26 10 60 – 1  
Website: <https://cnpd.public.lu/en/particuliers/faire-valoir.html>
- 12.11. Should the Contracting party wish to obtain a written executed data protection agreement according to the requirements as per art. 28 of the EU Regulation 2016/679, EAA's Data Protection Officer may be contacted at [dataprotectionoffice@lar.lu](mailto:dataprotectionoffice@lar.lu).



### **13. APPLICABLE LAW**

13.1. These general conditions and the services provided under it are governed by Luxembourg law.

13.2. It is specified that the following conventions and regulations are applicable, when relevant:

- Convention for the Unification of Certain Rules Relating to International Carriage by Air, of 12 October 1929 and its subsequent amendments (known as the “Warsaw Convention”), on international carriage of persons, luggage, or goods performed by aircraft;
- Convention for the Unification of Certain Rules for International Carriage by Air (known as the “Montreal Convention”) of 28 May 1999, on air carrier liability in the event of damage caused to passengers, baggage or goods during international journeys;
- Regulation (EC) No 2027/97 of 9 October 1997 as amended by Regulation (EC) No 889/02 of 13 May 2002, on air carrier liability in the event of accidents;
- Regulation (EC) No 261/2004, on establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

### **14. JURISDICTION**

14.1. Any dispute relating or resulting from the present contract shall be referred to the jurisdiction of the Courts of Luxembourg city.

### **15. SEVERABILITY**

15.1. In the event parts of these general conditions become invalid, the remaining paragraphs are not affected. The parties commit to swiftly replace any invalid clause by a valid statement.