



Mediaviation Ltd Standard Terms & Conditions

These Terms and Conditions shall be applicable for each and every medical transport of passengers by land or by air ordered from Mediaviation Ltd. This also includes any associated services which are carried out for the medical transport agreed upon in connection with these terms and conditions. No variation of these terms and conditions shall be effective unless specifically agreed in writing by Mediaviation Ltd.

1). DEFINITIONS

In these conditions the following expressions shall have the following meanings:

- ❖ "The Carrier" – Mediaviation Ltd.
- ❖ "The Buyer" – any person, firm or body corporate ordering, or offering to order, any aircraft or vehicle service from the Carrier.
- ❖ "The Transfer Price" – the amount as set out in the Mediaviation's Quotation.
- ❖ "The Aircraft" – any aircraft which is the subject of a transfer agreement between the Carrier and the Buyer.
- ❖ "The Vehicle" – any vehicle which is the subject of a transfer agreement between the Carrier and the Buyer.
- ❖ "The Schedule" – the place of departure, place of destination and any stopping points, together with any indications of departure and arrival times, agreed between the Carrier and the Buyer in the Mediaviation Quotation.
- ❖ "The Transport Agreement" – any agreement between the Carrier and the Buyer for the medical transport from the Carrier, as evidenced by the Mediaviation Quotation.

The quotations and offers of the Carrier are all without commitment. The Transport Agreement is entered into for a certain route or certain routes through the offer and confirmation of price and any eventual surcharges.

When booking a medical transport the Buyer must state the desired route, number and full names of the passengers as mentioned in their passport(s), scope of baggage and freight, flight data and possible special requests.



2). AUTHORITATIVE LAW

Each transport performed by the Carrier and all other services performed by them shall be subject to all respective applicable laws of the United Kingdom. The corresponding national and international laws of the country or countries concerned shall apply for cross-border traffic, even insofar as these laws and regulations are more restrictive than those of the United Kingdom.

3). AIRCRAFT AND CREW

The Carrier shall, subject to these Conditions, provide for the Buyer's use the Aircraft, manned and equipped for the performance of the Schedule in accordance with the Transport Agreement. Any additional services shall be specified in writing and agreed between the Carrier and the Buyer. The Carrier undertakes to plan the flight in a manner that is justifiable medically and in terms of aviation.

4). VEHICLE AND CREW

The Carrier shall, subject to these Conditions, provide for the Buyer's use the Land Ambulance, manned and equipped for the performance of the Schedule in accordance with the Transport Agreement. Any additional services shall be specified in writing and agreed between the Carrier and the Buyer.

5). CARRIER'S DISCRETION

- I) If the Aircraft / Vehicle shall for any reason (whether before or after the commencement of the Schedule) become incapable of undertaking or continuing all or part of the Schedule the Carrier at its discretion may substitute therefore one or more aircraft / vehicle(s) of the same or another type and the provisions of the Agreement shall apply mutatis mutandis to the substituted aircraft / vehicle(s). If the Carrier does not substitute another aircraft / vehicle it shall not be under any liability to the Buyer and the Buyer shall remain liable to pay for that part of the Schedule (if any) that has been performed at the time the Aircraft / Vehicle becomes so incapable.
- II) The Carrier may substitute for the Aircraft / Vehicle an aircraft / a vehicle of another type if in its reasonable opinion this is justified by the medical condition of the passenger(s). The Carrier shall notify the Buyer of any such substitution, and of the additional price resulting, and the Buyer shall be obliged to pay such additional price.



6). PROCESSING OF THE TRANSPORT

- I) The Carrier shall make every reasonable effort to transport passenger(s), baggage and freight properly and on time.
- II) Transport times given by the Carrier cannot be guaranteed, but are only agreed as estimated times of transport, arrival and departure. Insofar details given are neither guaranteed by the Carrier nor do they form fixed times or fixed dates. Postponements and delays cannot be excluded due to the special features of medical aviation and land ambulance transfers (in particular, the existing capacity constraints of air space and airports). Nevertheless, the Carrier shall apply its best endeavors and professionalism to fulfill the agreement as per the agreed schedule whilst keeping safety and security as its top priority.
- III) The Carrier shall not be responsible for interferences to the service which impair and/or render impossible the performance of the transport agreement, if these are due to events, upon which the Carrier has no influence. This shall, in particular, include adverse weather conditions, capacities issues of airspace or airports, strikes, natural phenomena, force majeure, riots, civil unrest, embargos, war and upsurge. In each case it does not matter whether the occurrence is directly imminent or has already happened, a claim, stipulation, an incident or a predicament can be derived indirectly or directly from the occurrence or indirectly and also whether the occurrence could have been foreseen, expected or forecast and finally whether regulations, claims and stipulations of a government or other power occur or are due to a lack of employees, operating materials, facilities or other difficulties with work of other persons or companies, which are not vicarious agents of the Carrier. Insofar as due to such an occurrence diversions or other additional services, and other changes to the transport services of the Carrier are necessary, then these are to be charged to the Buyer separately and to be remunerated to the Carrier. The Carrier is responsible for treatment and care during the entire journey from the pick-up point to the delivery point. During the transfer the Carrier reserves the right to commence measures deemed necessary by the senior medical professional on board the aircraft / land ambulance. Any additional costs incurred relating to such measures (diversion, delays, medical assistance/hospital admission, etc.) lie with the Buyer.

7). CAPTAIN'S DISCRETION / VEHICLE DRIVER'S DISCRETION

The Captain of the Aircraft / the Driver of the Vehicle shall have absolute discretion:

- I) To refuse any passenger(s), baggage, cargo or any part thereof.
- II) To decide what load may be carried and how it shall be distributed.
- III) To decide whether and when a flight / a land transfer may be safely undertaken and the Carrier shall be under no liability for termination of, or deviation from, the Schedule resulting from any exercise of these discretions.



8). MEDICAL ASSISTANCE

- I) The Carrier is responsible for treatment and care during the entire journey from the pick-up point to the delivery point. During the journey the Carrier reserves the right to commence measures deemed necessary by the senior medical professional on board. Any additional costs incurred relating to such measures (diversion, delays, medical assistance/hospital admission, etc.) lie with the Buyer.
- II) Where the Transport Agreement does not specify that the Carrier will provide land ambulance transfer to the extent that the Transport Agreement specifies that medical assistance will be provided by another carrier in respect of part of the Schedule, the Carrier shall have no liability of any kind whatsoever (whether arising from breach of contract, the negligence of the Carrier its employees or agents, breach of statutory duty or otherwise) for any delays, loss or damage whatsoever arising from the provision of medical assistance or equipment, or failure to provide it, when performing the transfer.

9). UNUSED CAPACITY

The Carrier has the right at its own discretion and without any compensation to the Buyer to use any part of the carrying capacity of the Aircraft / Land Vehicle unused by the Buyer, except by means of the carriage of additional passengers, to use any part of the Schedule unused by the Buyer, and to make additional or different stopping points provided the departure and destination times are not materially affected thereby.

10). TRANSFER PRICE

The Buyer shall pay to the Carrier the Transfer Price. Unless credit facilities have been agreed by the Carrier prior to flight, payment (cleared funds) must be made prior to flying. The Carrier reserves the right to cancel the Schedule without warning in the event that monies remain uncleared at the proposed time of departure; if the Carrier proceeds with the Schedule, this will be without prejudice to all its rights in respect of delayed payment.

11). INCLUDED/NOT INCLUDED IN TRANSFER PRICE

Unless otherwise expressly mentioned in the Agreement the Transfer Price includes all costs of operating the Schedule but does not include:

- ❖ any taxes, levies, duties or charges imposed upon or in connection with the operation of the Schedule;
- ❖ any out-of-hours airport and handling surcharges;
- ❖ any ground transport or loading or unloading costs;
- ❖ any expenses arising as a result of delays with the patient, accompanying passengers or goods prior to the transfer;



- ❖ costs of visas and entry permits and any other immigration charges;
- ❖ the provision of any medical services or equipment not specified in the Agreement.

12).INTEREST ON DELAYED PAYMENT

If the Buyer shall delay in making any payment to the Carrier when due, interest on the amount overdue will be payable at 2% per month or part of a month, compounded monthly. Such interest shall accrue after as well as before any judgement and shall be compounded monthly on the amounts overdue until payment is made in full. Such interest shall be paid by the Buyer on demand. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998.

13).CARRIER'S PROTECTION AGAINST INCREASED COST

In the event of there being any increase beyond the control of the Carrier in the cost of the Carrier's performing any of its obligations under the Agreement, the Carrier may give written notice thereof to the Buyer and the amount payable by the Buyer shall be increased by the amount of such increased cost unless the Buyer terminates the Agreement as provided in clause 18 (c) hereof.

14).NON-PERFORMANCE OR DELAYS

- i) If the performance of the Schedule is prevented or delayed by the Buyer or anyone acting on its behalf or including (but not limited to) any passenger arriving later than 10 minutes before scheduled departure time, the Carrier may at its discretion and without liability depart as scheduled or alternatively elect that demurrage shall run against the Buyer at a daily rate equivalent to one hours at the current rate. If such delay continues for more than one and a half hours, the Carrier may terminate the Agreement and the Buyer shall be liable to pay a cancellation charge as if it had given notice of cancellation at scheduled departure time.
- ii) In the event of non-performance or delay caused by actions of third parties, labour difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft / Vehicle or any part thereof or any machinery to be used in relation to the Aircraft / Vehicle, the Carrier shall use all reasonable endeavours to perform or continue the Schedule but otherwise shall have no liability to the Buyer.
- c) In the event of part performance of the Schedule by virtue of any of the circumstances referred to in clause 14 (i) and 14 (ii) hereof the Buyer shall be liable to pay such portion of the transfer price as shall be proportionate to that part of the Schedule which has been performed together with any additional charges and expenses payable by the Buyer pursuant hereto.



15). ADDITIONAL FLIGHTS / ROAD TRANSFERS

If at the request of the Buyer, and with the agreement of the Carrier, the Aircraft / Vehicle is used by the Buyer otherwise than in accordance with the Schedule the Buyer shall pay to the Carrier in respect of such use a sum calculated at the basic hourly rate applying to the Schedule which sum shall be notified by a duly authorised officer or employee of the Carrier and shall thereupon become due and payable together with all fees, costs and charges incurred as a result including without prejudice to the generality of the foregoing landing fees, hangarage fees, parking fees, air navigation fees, ground service and handling fees, customs fees, airport surcharges, accommodation meals and refreshment charges and all pilot and crew expenses thereby incurred.

16). DEPARTURE FROM SCHEDULE

The Carrier shall use all reasonable endeavours to complete the Schedule but shall be entitled without liability to depart from the Schedule if necessary in its opinion and any additional expenses (including the fees, costs and charges referred to in clause 12 hereof) shall be borne by the Buyer.

17). DIVERSIONS

If for any reason beyond the Carrier's control the Aircraft / Vehicle is diverted from any airport, airfield, hospital or other destination shown in the Schedule to another destination the journey to the said airport, airfield, hospital or destination shall be deemed to be complete when the Aircraft / Vehicle arrives at such other destination.

18). TERMINATION BY EITHER PARTY

Subject to the provisions of clauses 19 and 20 hereof either party may terminate the Agreement by giving written notice to the other:

- i) at any time before the time specified for the commencement of the first journey set out in the Schedule or
- ii) at any time if the other party commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or being any individual dies or being a partnership is dissolved or being a corporation passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or re-construction only) or
- iii) in the case of termination by the Buyer only, by giving written notice of termination so as to be received by the Carrier within 7 days of receipt by the Buyer of notice of increase from the Carrier as referred to in clause 9 hereof.



19). TERMINATION BY CARRIER

If the agreement is terminated by the Carrier:

- i) pursuant to clause 18 (i) hereof, then the Buyer shall not be liable to pay the transfer price and the Carrier shall be under no further obligation to the Buyer by reason of such termination or
- ii) pursuant to clause 18 (ii) hereof, then the Buyer shall be liable to pay the appropriate cancellation charges referred to in clause 21 together with such portion of the transfer price as shall be proportionate to that part of the Schedule which has been performed and additional charges, costs and expenses payable by the Buyer pursuant hereto and the Carrier shall be under no further or other liability to the Buyer by reason of such termination.

20). TERMINATION BY BUYER

If the Agreement is terminated by the Buyer:

- a) pursuant to clause 18 (i) hereof, then the Buyer shall be liable to pay to the Carrier the appropriate cancellation charge referred to in clause 18 and
- b) pursuant to clause 18 (ii) or 18 (iii) hereof, then the Buyer shall be liable to pay such portion of the transfer price as shall be proportionate to that part of the Schedule which has been performed together with any additional charges, costs and expenses payable by the Buyer pursuant hereto.

21). THE CANCELLATION CHARGE

- i) If notice of cancellation from the Buyer is received by the Carrier more than 11 full working days (exclusive) before scheduled departure time, no charge will be levied.
- ii) If notice of cancellation is received less than 11 full working days but more than 6 full working days before scheduled departure time twenty per cent (20%) of the Transfer Price.
- iii) If notice of cancellation is received less than 6 full working days but more than 52 hours before scheduled departure time forty per cent (40%) of the Transfer Price.



- iv) If notice of cancellation is received less than 52 hours, but more than 14 hours before scheduled departure time sixty percent (60%) of the transfer price.
- v) If notice of cancellation is received at or less than 14 hours before scheduled departure time eighty per cent (80%) of the transfer price or such portion thereof as is proportionate to that part of the Schedule already performed (whichever is the greater) together in either case with any additional amounts payable by the Buyer hereunder.
- vi) If notice of cancellation is received when the aircraft has already been positioned, one hundred per cent (100%) of the transfer price will be payable.

22). LIABILITY OF CARRIER

- i) The Carrier does not undertake any carriage as a common carrier.
- ii) Except as otherwise provided by the Montreal Convention 1999 and EC Regulation 2027/97 as amended by 889/2004, and provided that nothing shall restrict or limit its liability for death or personal injury resulting from its negligence, the Carrier shall not be liable to the Buyer in any manner whatsoever (whether arising from breach of contract, the negligence of the Carrier its employees or agents, breach of statutory duty or otherwise) for any loss or damage whatsoever (including without limitation consequential loss).
- c) The Buyer agrees to indemnify and keep indemnified the Carrier and keep the Carrier indemnified against all liabilities claims costs and expenses whatsoever (including legal fees) incurred to due or claimed by any third party arising out of the performance of the Agreement (including any part of the Schedule subcontracted by the Carrier to another carrier) subject to the exceptions and proviso mentioned in clause 22 (ii) hereof. 20. LAWS AND REGULATIONS The Buyer will comply with and take all reasonable steps to cause all passengers and owners of freight carried to observe and comply with all regulations of the Carrier and all Customs police public health and other laws and regulations which are applicable in the countries in which flights are originated landings are made or over which flights are made. The Buyer warrants that all passengers will hold all necessary passports visas health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the flight and in the event that the appropriate immigration authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the transfer or to any other point then the Buyer must pay for so doing as if the transfer involved were an additional transfer requested by the Buyer under clause 15 hereof.



23).ASSIGNMENT AND VICARIOUS PERFORMANCE

The Buyer shall not be entitled to assign the benefit of this Agreement to any other person without the consent in writing of the Carrier but the Carrier may assign or subcontract the performance of its obligations and or any of its rights hereunder.

24).NOTICES

Any notice required to be given under this Agreement shall be given by delivering it at or by sending it by recorded delivery or registered post to the address of the addressee shown in the Agreement. If sent by recorded delivery or registered post it shall be deemed to have been given on the day on which it would have been received in due course of post.

25).CHANGES IN AGREEMENT AND WAIVER

- i) Alterations and additions to these Terms and Conditions will only be binding if made in writing and signed by the Carrier and the Buyer.
- ii) The Buyer cannot rely on any verbal undertaking from or given on behalf of the Carrier which is different from or additional to these Conditions or the terms of the Agreement.
- iii) The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any breach shall operate as a waiver of any other or further breach.

26).HEADINGS

The heading in these Conditions are for convenience only and shall not affect interpretation.

27).APPLICABLE LAW

The Agreement and these Conditions shall be governed by and construed in accordance with English Law and the Carrier and Buyer submit to the exclusive jurisdiction of the Courts of England and Wales.