

# SkyAngels Air Ambulance terms & conditions...

## General terms of carriage (GTC) JE & UK T&C..

SkyAngels Air Ambulance: Registered in England & Wales: Charity number 1168225

Trading Wing: SkyAngels Air Ambulance (Forthwith known as SAINT) & The Client.....

(1) All prices, amounts **and** payments mentioned in these General Conditions of Carriage (GCC) are in British Pounds (GBP), provided that other currencies have not been agreed and are indicated accordingly. The offer remains valid for seven days from the date of quotation.

(2) In order to **minimise** the transport risk, SkyAngels Air Ambulance/SAINT shall contact the attending physician prior to each transport to be briefed on the patient's medical condition and any problems that may arise. Despite this preliminary briefing, complications and risks during transportation cannot be entirely ruled out.

(3) The flight physician has the right to refuse to transport a patient if the overall medical and/or social situation on location is markedly different **to** that portrayed in the medical report. In particular, the flight physician will refuse transport if such a transport would endanger the patient's life. Irrespective of this, the flight captain of the ambulance jet can also exclude patients or passengers from a transport flight if there are justified reasons for doing so. The Client shall accept these decisions by the flight physician and captain without reservation. In such cases, the total costs of the mission shall be paid by the Client. SkyAngels Air Ambulance/SAINT shall inform the Client accordingly and then proceed after consultation with the Client.

(4) When planning a mission, it is not always possible to foresee all eventualities. The Client undertakes to pay in full all unforeseeable additional costs that occur, in particular, but not exclusively, as a result of low-level flights, unscheduled stop-overs, overnights stays or temporary, necessary additional stays in **hospital**.

(5) SkyAngels Air Ambulance/SAINT is not able to fundamentally guarantee that a transport flight will take place. The decision as to whether or not a flight takes place must take into consideration not only **medical**, but also technical, meteorological, aeronautical and legal aspects, which may make a flight at a particular time and/or place impossible.

Furthermore, our support of the NHS in the UK, SkyAngels Air Ambulance is committed to the humanitarian principles of the International Red Cross and Red Crescent Movement. Consequently, it must reserve the right, if necessary, to postpone flights in **favour** of a medical emergency.

All claims on the part of the Client vis-à-vis SkyAngels Air Ambulance/SAINT in the event of postponement or delay are, with the exception of the provisions laid down in Regulation (EC) No 261/2004, excluded, provided that this cannot be attributed to intent or gross negligence.

(6) The transport of patients, passengers or luggage shall be performed in accordance with the Montreal Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999, or General Terms of Carriage (GTC) JE

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other applicable mandatory regulations such as Regulation (EC) No 889/2002. In the event that none of these Agreements are applicable, then British/EU law shall apply.

(7) Unless otherwise provided for in the Agreements mentioned in Para. (6), the liability of SkyAngels Air Ambulance/SAINT shall be limited to gross negligence or intent. Unless regulated otherwise elsewhere in these GCCs, SkyAngels Air Ambulance/SAINT shall solely be liable for proven damages in accordance with the above-mentioned Agreements. SkyAngels Air Ambulance/SAINT shall compensate patients and passengers according to the provisions of Regulations (EC) No 2027/1997 and 889/2002 on air carrier liability in respect of the carriage of passengers and their baggage by air. Solely damages that have actually been sustained shall be compensated, provided that these are not covered by insurance policies or similar institutions which can themselves make a claim

of recovery against SkyAngels Air Ambulance/SAINT. Furthermore, SkyAngels Air Ambulance/SAINT shall pay compensation for personal suffering in accordance with British/EU law.

(8) SkyAngels Air Ambulance/SAINT cannot be held liable for non-performance, delayed performance or other performance shortfalls in connection with situations that are not under its direct control. This includes, in particular, but not exclusively, force majeure, for example in the form of acts of nature or **instable** flying weather conditions, strikes or other industrial disputes, war or war-like events, uprisings or unrest, as well as changed legal framework conditions or scarcity of commodities required to perform the contract as a result of the above-mentioned **occurrences**. It is irrelevant whether these circumstances arose or became known prior to or during the mission. The Client declares **that**, in the event that the above-mentioned circumstances occur, they will release SkyAngels Air Ambulance/SAINT from all liability and consequential liability, including that relating to already existing assignments. This release from liability shall also extend to SkyAngels Air Ambulance/SAINT employees.

(9) The staff or vicarious agents of SkyAngels Air Ambulance/SAINT may not be held directly liable for any claims whatsoever. The Client undertakes to assert any damages solely against the company, SkyAngels Air Ambulance/SAINT. This release from liability shall also apply after termination of the contract for an unlimited length of time.

(10) SkyAngels Air Ambulance/SAINT may not be held liable for damages that are attributable to compliance with legal or official regulations or that arise due to patients, passengers or the Client not complying with such regulations.

(11) SkyAngels Air Ambulance/SAINT may not be held liable for direct or indirect consequential damages, irrelevant of their nature, including, but not exclusively, loss of profit or loss of use.

(12) The Client shall be responsible for ensuring that the necessary personal travel documents belonging General Terms of Carriage (GTC) JE 01/2107 Page 2 of 4 to the patient (e.g. passport, visas, customs declaration forms, etc.) are available before departure and that the relevant local regulations and laws in both the country of departure and the country of destination are fully complied with. Any costs arising as a result of SkyAngels Air Ambulance/SAINT having to obtain documents on behalf of patients or passengers, as well as of delays, flight cancellations or return flights caused by lacking or invalid documents shall be paid in full by the Client.

(13) In the event that the flight cannot be legally carried out due to lacking or invalid travel documents, SkyAngels Air Ambulance/SAINT shall cancel the flight and charge the customer a cancellation fee of 20% of the flight cost plus any additional costs that have arisen, however at least GBP 5,000.

(14) After the assignment has been officially confirmed by the Client in writing, the execution of the flight is subject to traffic rights and all the necessary official permits and **authorisations**.

(15) SkyAngels Air Ambulance/SAINT shall perform its air rescue missions and repatriation operations in such a way that the care of the patient is not compromised in any way. In order to achieve this, most of the space in the aircraft is taken up by high-tech medical apparatus and equipment to restore, maintain and monitor the patient's vital bodily functions. Consequently, the carriage of additional baggage is limited.

The baggage permitted per patient/passenger is limited to

- one item of personal baggage (max. **perimeter** of 203cm/79 inches and max. **weight** of 20kg/44lbs) and
- one item of hand baggage (max. **perimeter** of 115cm/46 inches or max. dimensions of 55x40x20cm/22x16x8 inch and a max. **weight** of 6kg/13lbs)

Any other items of baggage must be left behind. SkyAngels Air Ambulance/SAINT shall not be liable for any luggage left behind on location. The Client shall **authorise** the aircraft crew to check the contents of the baggage for safety reasons, in accordance with current aviation law.

SkyAngels Air Ambulance/SAINT baggage policy, including a list of prohibited materials and items, is available at <http://www.skyangelsairambulance.org.uk/ops/baggage-policy> and can also be forwarded separately on request. The current baggage policy forms an integral part of this Contract.

(16) Carriage of passengers

In most **cases** SkyAngels Air Ambulance/SAINT can carry one accompanying passenger. This passenger must either be a family member or friend of the patient.

In exceptional **cases** SkyAngels Air Ambulance/SAINT can carry one to three family members. This must be pre-approved during the flight planning.

In either case, the aircraft captain has the right to refuse passengers due to operational, weather, patient conditions.

(17) In the event of cancellation on the part of the Client, the following cancellation fees shall be paid by the Client:

- More than **twenty four** hours before the contractually stipulated departure time of the first leg of the flight: no cancellation fee
- Between four hours before the contractually stipulated departure time of the first leg of the flight and actual take-off: GBP 5,000
- After the aircraft has taken off on the first leg of its flight and during all further legs: all actual costs that arise, however at least GBP 5,000 and up to the SkyAngels Air Ambulance/Saint quoted **fee** for this mission.

(18) Unless regulated otherwise elsewhere, 100% of the offer total must be irrevocably paid into the named account at the latest **twenty four** hours before the scheduled departure time **ex home** base London Oxford (OXF). Any unforeseeable additional costs shall be invoiced after the mission and are payable within a period of 30 days.

(19) No contracting party shall be permitted to use any word marks or figurative marks of another contracting party without their prior written consent. In addition, they shall be obliged to comply with all privacy rights (in particular relating to photographs and published mission reports) in accordance with the British and EU Privacy Laws.

(20) The contracting parties shall mutually undertake to treat all data of the other contracting parties and their employees confidentially and not to disclose it to any third parties unless this is necessary to **fulfil** the contract. This confidentiality clause also applies after termination of the contract for an unlimited length of time. These regulations also apply to any third parties, for **example** subcontractors, and the contractual party that has disclosed data to such a third party in a legally permissible manner and scope shall be responsible for ensuring that the extended data protection is also complied with by said third party.

(21) In the event that individual provisions of this Contract are or become invalid, either wholly or in part, then the validity of the rest of the Contract shall remain unaffected. The invalid provision shall be replaced by one that comes as close as possible to the intended economic purpose of the invalid provision.

(22) The contracting parties agree that this Contract shall be governed exclusively by British/EU law.

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