

General business terms and conditions of med call GmbH

1. These general terms and conditions are part of the order confirmation and shall apply for each transport of passengers, baggage and freight carried out by med call and associated services. Deviant arrangements must be made and agreed upon in writing.
2. Each transport and all other services are subject to the respective applicable laws of the Federal Republic of Germany as well as other regulations and stipulations laid down by the government. For cross-border traffic, corresponding national and international laws of the country or countries concerned do apply accordingly. All medical treatment, diagnostics, decision making and related issues before, during and after a patient transport are carried out according to the applicable laws and regulations of the Federal Republic of Germany and the regulations by the German Chamber of Physicians.
3. Quotations and offers are based on available information at the time of request and issued as non binding quotations.
4. At the time of booking, the client must provide following information:
 - patient data,
 - routing,
 - entrainment of luggage and companions,
 - additional relevant particularities.The booking by the client is binding in written or verbal form. The transport agreement must be concluded by an order confirmation in writing by med call.
5. Prior transport, the client must provide the following information:
 - Names and passport data of all passengers,
 - all necessary immigration-, emigration documents,
 - an informative and recent (not older than 24h) medical report incl. patient height and weight,
 - names, addresses and contact persons of all involved medical facilities.The client is responsible for any additional costs caused by delays due to failure to submit the information above .
6. Flight- and transport times provided with the order confirmation are not guaranteed. med call is not accountable for delays caused by events beyond our sphere of influence.
7. In case of impossibility of transport caused by events beyond our sphere of influence, the transport agreement shall be cancelled.
In case of non availability of the offered aircraft, med call shall be entitled to substitute with a comparable substitute aircraft.
9. Acceptance of companions and luggage is subject to approval by the accompanying Crew. med call is not accountable for loss or damage of carried luggage. med call is also not accountable for any luggage left behind at place of departure due to safety restrictions.
10. In case of a diversion of the flight to an alternate airport due to unforeseen reasons and events, the transport to the original destination falls within the responsibility of the client. Additional expenses due to longer flight-times etc. will be charged extra. med call shall inform the client as soon as possible of any changes prior to or during a mission.
11. If the flight is delayed by reasons beyond our sphere of influence, the client is responsible of any additional expenses arising from such a delay, such as overnight stays or handling fees.
12. If unforeseeable events, e.g. a sudden and unexpected deterioration of the patient make it necessary to abort the mission, additionally arising expenses have to be paid by the client. Compensation arrangements as laid out in paragraph 14 shall become effective.
13. med call has the right to terminate or cancel the mission at any time, if it becomes evident that the transport is inflicting danger upon the patient, the crew or a third party. med call also reserves the right to terminate or cancel the mission at any time, if the condition of the patient is significantly different from the medical report submitted by the client and if as a result, the transport is inflicting danger upon the patient, the crew or a third party. Compensation arrangements as laid out in paragraph 14 shall become effective.
14. Once the transport has been confirmed by med call in writing, cancellation by the client for any reason will result in compensation to be paid to med call:
 - A.) A minimum of 20% of the order total
 - B.) Cancellation less than 24h prior to take off: 30% of the order total
 - C.) Cancellation less than 12h prior to take off: 40% of the order total
 - D.) Cancellation after take off from home base: 100% of the order total
15. If no alternative arrangements have been agreed upon in writing, med call invoices are payable strictly net on receipt of invoice, Default of payment may result in cancelation or termination of a mission. Compensation arrangements as laid out in paragraph 14 shall become effective.
16. If parts of these terms and conditions become terminated, amended or changed, such termination, amendment or change shall be without prejudice to the rights and remedies of the parties otherwise having arisen under these terms or conditions. These Terms and conditions shall be governed by German law. Place of jurisdiction shall be Idstein, Germany.