

TERMS AND CONDITIONS OF REPATRIATION ON MEDICAL GROUNDS



1. WORLD MED ASSISTANCE is a limited liability company registered in the Trade and Companies Register of Paris under No. 803740356. In this document, the company WORLD MED ASSISTANCE will be represented by the acronym WMA. All services or service requests imply acceptance of these Terms and Conditions of Sale.
2. Services are charged according to the quote drawn up, delivered to and accepted by the client. All prices, amounts and payments referred to in WMA documents are given in euros (€).
3. Services are carried out according to the specifications detailed in the quote. On the basis of information which is subject to change (medical data, weather, etc.), WMA may decide unilaterally to modify implementation of the service (medical assistance, postponement of the service, type of aircraft, etc.).
4. Our doctors and nurses reserve the right to refuse transport of a patient if his/her actual medical condition is significantly different to that given in the medical report and if this puts the life of the patient in danger in the case of transport. In that situation, the full price of the mission shall nevertheless be charged to the client. WMA shall notify the client of this and proceed in agreement with him/her.
5. All wait time of more than 2 hours that cannot be attributed to WMA shall be charged at the rate of €400,00 per hour (excl. VAT).
6. Any unexpected overnight stay for the crew and the medical team shall be charged at cost, but at a minimum of €600,00 (excl. VAT).
7. If the flight plan or route initially planned has to be changed for reasons beyond the control of WMA (e.g. unexpected weather conditions, airport or road closures, etc.), the additional costs incurred shall be charged to the Client.
8. If delays occur due to unforeseen circumstances (e.g. for technical reasons), except in cases of gross and intentional negligence, WMA reserves the right to alter the flight plan or route as a result. If this leads to a delay of more than 12 hours, the client has the right to cancel the mission without incurring a cancellation fee. In that case, only costs incurred during preparation shall be charged to the client.
9. If, during repatriation or transport, the patient's condition deteriorates and a landing or stopover is necessary so that he or she can be taken to hospital, all additional costs incurred shall be charged to the client. Furthermore, WMA shall not be liable for hospital fees incurred.
10. If delays which are not the fault of WMA entail additional costs (e.g. overnight stay, extra airport fees at night, etc.), these shall be charged to the Client.
11. The liability of WMA is limited to gross and intentional negligence. The transport of passengers, luggage or cargo is carried out in accordance with the regulations of the Warsaw Convention. WMA accepts no responsibility for incidents arising from force majeure, e.g. strikes, war, or sabotage.
12. Luggage: Air & Ground ambulance : Only two luggages not exceeding 23kg each may accompany the patient. Airliner business class: 2 luggages 32 kg each per person. Stretcher airliner: special arrangements. WMA will not be responsible for remaining luggage. WMA draws the Client's attention to the fact that the crew has the right to check the contents of luggage for security reasons according to air law.
13. Additional passenger: a travelling companion shall only be accepted with the prior approval of the doctor and crew provided that this was stated in the quote. All additional passengers not included in preparations for the mission shall result in a 15% increase in the quote.
14. Cancellation Policy: if the mission is cancelled after confirmation and up to 36 hours before the planned take-off, 25% of the price quoted plus costs incurred shall be charged to the Client. If the mission is cancelled in the 24 hours preceding the planned take-off, 50% of the price quoted plus costs incurred shall be charged to the Client. If the plane has already taken off, the actual flight time as well as costs incurred (plus at least 50% of the price quoted) shall be charged.
15. 15.Payment: for individuals and organizations without agreement with WMA, the price of the service, as defined in the estimate must be paid to 100% before the start of operations. For companies or organizations with a deferred payment authorization, invoices are payable within 30 days from the receipt of the invoice. If an adjustment is necessary for an additional fee, it is payable in the same conditions as mentioned above. the case fees are deemed earned by WMA and non-refundable.
16. Following written confirmation, the service remains subject to the right of passage and all necessary government authorisations.
17. All notices and other communications between the Parties shall be in writing (by registered post with acknowledgement of receipt, emails with acknowledgement of receipt or fax with acknowledgement of receipt).
18. It is the responsibility of the client or the patient to obtain all specific documents, visas and permits necessary for his or her repatriation and, where applicable, that of his or her travelling companions, and to comply with the regulations applicable to each state (departure, destination and transit). WMA may assume these formalities, but this assistance may not cause WMA to bear any liability in this regard. In any case, WMA may not be held liable for the consequences suffered by the client or the patient in the event of non-compliance with obligations under article 19.
19. Passengers are responsible for presenting all entry, exit and transit documents, as well as health and other documents required by the regulations in force in the states of departure, destination and transit. Passengers are also responsible for supplying to WMA and/or allowing the latter to take a copy of these documents, if necessary, or to record the information contained therein. WMA reserves the right to refuse transport if passengers do not comply with applicable regulations or if WMA has doubts concerning the validity of the documents presented. WMA may not be held liable for the consequences (particularly loss or costs) suffered by passengers for not complying with applicable regulations.
20. If a passenger is refused entry to a country, he or she must pay all costs and fines imposed as a result by the local authorities on WMA, as well as the tax-inclusive rate for transport if WMA, as a result of a government injunction, has to return him or her to his or her point of origin or elsewhere. The ticket bought for transport to the destination where entry to the country has been refused shall not be refunded by WMA.
21. If WMA has to pay or deposit a fine or penalty or incur expenses of any kind as a result of non-compliance, whether voluntary or involuntary, by the passenger(s) with the law in force in the states concerned, or as a result of failure to present the required documents, or even the presentation of invalid documents, the passenger must, at the request of WMA,

reimburse the amounts paid or deposited and the disbursements incurred. WMA may use to that end any sum it has been paid for journeys not made or any sum belonging to the passenger being transported by WMA.

22. Passengers must submit to the safety (and security) checks required by government or airport authorities as well as at the request of WMA. WMA may not be held liable for having refused to transport a passenger, in particular if this refusal is based on the firm belief that the law, regulations and/or applicable requirements necessitated the refusal.
23. On board the aircraft or in the ambulance, a Passenger must not behave in a way that is liable to disturb, inconvenience, threaten or endanger a person or persons, goods or the aircraft itself. Hence, the Passenger must not prevent the crew from carrying out their functions and must submit to their guidelines, instructions and recommendations to ensure the security and safety of the aircraft and the successful execution of the flight. If the passenger does not comply with the terms of this article, WMA may, in accordance with legal and regulatory provisions, take all reasonably necessary measures. As such, WMA may in particular require passengers to disembark and/or resort to measures of restraint at any time during the flight.
24. Where part of the terms and conditions is declared null and void, the remaining paragraphs are not affected by this invalidity. Disputes resulting or arising from this agreement shall be subject to French jurisdiction. French law is applicable.
25. In case of dispute, the parties shall strive to find an amicable solution. If an amicable solution cannot be found, each party reserves the right to refer to the matter to the competent courts.