

## General Conditions of Carriage for Passengers & Baggage

Cologne, October 2011

### § 1 Definitions

*We:* LifeFlight GmbH & Co KG

*You:* any person, except members of the crew, carried or to be carried in an aircraft on the basis of a ticket (see also definition for „Passenger“).

*Passenger:* any person, carried or to be carried in a helicopter with our consent

*Fare:* the fare to be paid for the passenger transport on a significant route, if prescribed, approved or notified by the responsible aviation authority.

*Flight Ticket:* the document, issued by LifeFlight GmbH & Co. KG for the air carrier, marked as „helicopter flight ticket“. The Conditions of Contract and notices on the flight ticket are part of it.

*Baggage:* all articles intended for passenger use.

*Air Carrier:* who binds oneself by contract to carry persons or things by air

*Convention of Montreal:* Convention for unification of certain rules for international carriage by air which was agreed 28 May 1999 in Montreal (BGBl. 2004 II S. 458).

*Damage:* any damage to legally protected interest (especially body, life, property) arising due to the carriage or other services performed by the air carrier.

*Special drawing right (SDR):* Special drawing right according to the definition of the International Monetary Fund

### § 2 Applicability

These General Conditions of Carriage for Transportation apply - unless otherwise expressly individually agreed - to any transportation provided by us and by third-party contractors, instructed by us.

Individual agreements need an expressly written confirmation from us for its effectiveness.

Transport because of a charter agreement is only subject to these Carriage Conditions if it is provided for in the charter regulations.

If any regulation included in these Conditions of Carriage or a regulation based on these Conditions of Carriage, is contrary to a statutory provision, the statutory provision takes precedence.

If individual conditions of carriage are wholly or partially not part of the contract or become invalid, the transportation contract incidentally stays valid and the other regulations still apply. If the provisions are not part of the contract or become ineffective, the content of the contract complies with the statutory regulations.

### **§ 3 Tickets**

#### *(1) General*

We will provide carriage only to the passenger named on the ticket and upon presentation of a valid flight ticket. We reserve the right to verify identity.

Flight tickets are principally nontransferable.

Ticket refunds, issued under reduced special conditions (i.e. sightseeing flights & trial flights), may be restricted.

The flight ticket remains our property. It constitutes primary evidence of the contract of carriage between us and you. The Conditions of Contract printed on the ticket are a selection of the provisions of these Conditions of Carriage.

#### *(2) Flight Ticket as Carriage Requirement*

You only have the right to be carried upon presentation of a valid ticket issued with the name of the passenger. You shall not be entitled to be carried if the ticket presented is mutilated or if it has been altered other than by us.

#### *(3) Loss of Flight Ticket*

In case of loss or mutilation of a ticket or part of it, upon your request we will replace such a ticket or part of it, provided there is evidence, readily ascertainable at the time, that a valid flight ticket in question was duly issued. We will not claim reimbursement from you for any such losses which result from our own negligence. In addition, we can require that you comply with our choice of payment for a lost ticket which is used by another person for transportation or refund. We may also request that you pay the charges for a replacement ticket. Where such evidence is not available or you do not sign the declaration of commitment, we may require you to pay up to the full ticket price.

*(4) Duty of Care*

You are obliged to keep the flight ticket in safe custody and take appropriate measures to safeguard it and ensure it is not lost or stolen.

*(5) Period of Validity*

Except as otherwise provided in the ticket or in the Conditions, a ticket is valid for one year from the date of issue or one year subject to the first travel occurring within one year from the date of issue. When you are prevented from travelling within the period of validity of the ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such ticket will be extended, or you may be entitled to a refund in accordance with §10 of the terms of transportation.

**§ 4 Fares, Taxes, Fees and Charges**

Fares only apply for the carriage from the point of departure to the actual destination. All taxes, fees and charges, imposed by authorities or by the operator of an airport for the use of services, shall be payable by you. Except for package prices, where all additional costs are already included. At the time you purchase your ticket, you will be advised of the additional costs not included in the fare.

The fares, shown in our internet form, include the Value Added Tax (VAT), plus shipping costs for the flight ticket.

Except when otherwise stipulated, the fare has to be paid in Euro.

The obligation to pay the transportation fee accrues when the transportation contract is concluded. The transportation fee is directly due. The prices and services, confirmed with the booking, are effective. After full payment of the fare, you will receive the flight tickets.

**§ 5 Reservation**

Please contact us to make a reservation.

We will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

If you have not paid for the ticket prior to the specified ticketing time limit we may cancel your reservation.

You recognize that personal data has been given to us for the purpose of: making a reservation, obtaining additional services and making available such data to government agencies in connection with your flight.

There is no claim to a particular seat. We will endeavor to honor advance seating request, however we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time. This may be necessary for operational, safety or security reasons.

## **§ 6 Boarding**

You must be present at the point of departure, appointed by us at the time specified by us.

We will not be liable to you for any loss or expense incurred, which is caused solely by you due to your failure to comply with the provisions of this article.

## **§ 7 Right to refuse Carriage**

### *(1) Right to refuse carriage*

We may refuse to carry you on your journey if we have notified you in writing before the booking that we would not at any time after the date of such notice carry you on our flights. This may be the case if you have contravened the rules of behavior on an earlier flight and transporting you is therefore unacceptable.

Furthermore, we are entitled to refuse to carry you or to cancel your seat booking (without prior written notification), if

- a. this measure is necessary for reasons of security or public order or to avert infringement of any applicable laws or conditions governing flights from, into or over individual countries, or
- b. the carriage of you causes security risks, health or discomfort for other passengers, or
- c. the conduct, age, or mental or physical state presents a hazard or risk to yourself or to passengers, or
- d. you have not paid the applicable fare (incl. taxes, fees and charges), or
- e. you present a ticket that has been acquired unlawfully, or that has been reported as being lost or stolen, or a counterfeit, or if you cannot prove that you are the person named in the ticket, or

In order to prevent any inconvenience, you shall inform us about physical handicaps, health problems or pregnancy already at contract conclusion and tell us about any changes immediately

Namely in the following cases we can refuse your carriage:

Suspicion of alcohol consumption before the flight, you fail to observe the non-smoking rule in the helicopter or around it, you fail to follow the instructions of the air carrier or you are throwing objects out of the helicopter.

#### *(2) Carriage of Children*

Children who have not yet reached their 5th birthday may only travel in the company of an adult of at least 18 years or brothers or sisters of at least 16 years.

#### *(3) Recourse when Carriage Refused*

If you are excluded from carriage or your reservation is cancelled for any reason specified in the preceding paragraph, your rights are limited to the right to claim a refund for the fare of the unused flight ticket according to §10 of the Conditions of Carriage (GCC).

### **§ 8 Nullifications, Delays and Cancellation of Flights**

We strive to keep the flight date, basically compulsory agreed on in advance. Nevertheless, a helicopter flight is highly weather dependant and subject to air traffic control and regulatory compliance, so that it is possible that we have to change the departure times agreed with you or cancel a flight on the appointed date. In this case, we will contact you and inform you about the necessary changes.

If the flight cannot be performed due to weather, technical, air traffic control or similar reasons, there is no claim for damages (e.g. because of travel costs or loss of earnings). The same applies if the reasons, which are not within our area of responsibility, cause a shorter flight time.

If you are not starting on your flight, without informing us early enough (i.e. at the latest 24 hours before the flight date), you will forfeit your entitlement to transport.

If you are not starting on your flight without prior cancellation and if you have not yet paid the fare, we can demand the full fare from you, unless we are able to occupy the seat otherwise or the flight is not operated by us. We can claim a higher damage, if we give proof. If the customer claims, that a minor damage arose to us, he has to give proof.

## **§ 9 Baggage**

### *(1) Items unacceptable as baggage*

You must not include in your baggage:

Items, which are likely to endanger the aircraft or persons or property on board the helicopter. Especially the following items are unacceptable as baggage: explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials that are easily ignited, poisonous, offensive or irritating substances, and liquids of any kind, items, which are reasonably considered to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable.

If you are in possession of, or your baggage includes weapons of any kind, in particular side arms and sprays used for offensive or defensive purposes, munitions and explosives, articles which, judging by their outward appearance or markings, appear to be weapons, munitions or explosives, you have to present them to us for inspection, prior to commencement of carriage.

Firearms and ammunition for hunting and sporting purposes may be accepted as baggage in our discretion. They must be unloaded with the safety catch on.

The use of electronic devices, which are not approved as an air device and therefore could disturb the avionics, is not permitted during the flight.

§ 11 LuftSiG remains unaffected.

### *(2) Search of Passengers and Baggage*

For safety reasons we may request that you permit a search of your person or your baggage. If you do not consent to such an investigation, we can refuse to carry you and your baggage. Your claims are limited to refund of the fare according to §10 of these Conditions of Carriage (GCC).

## **§ 10 Refunds**

We will refund a ticket or any unused portion, in accordance with following paragraphs.

### *(1) Recipient of Refund*

We shall be entitled to make a refund either to the person named in the ticket or, to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment.

### *(2) Refund in the case of § 3 Sect.3 of these Conditions*

If a ticket or portion thereof is lost, a refund will be made on proof of loss satisfactory to Carrier and payment of the applicable fee, unless the lost ticket was already used by another person for the purpose of refund of being carried. Except where the abuse by or to a third party resulted from our own negligence.

*(3) Refund in case of § 3 Sect.5 of these Conditions*

If the flight cannot be taken within the validity period, the refund corresponds to an amount equal to the fare paid.

*(4) Refund in case of § 7 Sect.3 of these Conditions*

When the carriage is denied by reasons named in §7 of these Transport Conditions or the booking is cancelled because of these reasons, the refund equals to the amount paid for the ticket (and whenever necessary deducting already paid charges). Further claims are excluded.

*(5) Refund in case of § 9 Sect.2 of these Conditions*

When the carriage of a person and his baggage is denied by reasons named in §9 Sect. 2 p.2 of the Transport Conditions, the refund equals to the amount paid for the ticket (p.r.n. deducting already paid charges). Further claims are excluded.

*(6) Refusal of Refunds*

We may refuse refund when its request is made later than six months after the expiry of the validity of the ticket.

*(7) Currency*

Refunds will be made in the currency in which the fare was paid (acc. to §4 of these Conditions in Euro).

*(8) Refund to Credit Card Accounts*

Refunds due to tickets paid for with credit cards can only be credited to credit cards accounts originally used for the ticket purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in conversion. Such variations do not entitle the recipient to a claim against us.

## § 11 Administrative Formalities

You are responsible for obtaining all required travel documents and visas and for complying with all regulations of countries to be flown from, into or through which you transit.

We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents, or to comply with such regulations or orders.

## § 12 Liability for Damage

### *(1) General*

The transport of passengers, baggage or cargo in aircrafts is subject to the Convention of May 28th, 1999 for the unification of certain rules for International Air Carriage (BGBl. 2004, II, p. 458) (hereinafter referred to as the Montreal Convention) in its valid version, implemented in the European Community by the regulation (EG) No. 2027/97 of the Council of October 9<sup>th</sup>, 1997, changed by the enactment (EG) No. 889/2002 of the European Parliament and the Council of May 13<sup>th</sup>, 2002, and by national legal regulations of the member states. After that, the liability for air carriers is principally limited for property damage and delay. In addition, the relevant national law applies, i.e. German law as a rule.

In the case of commercial or carriage for payment, the liability of the carrier may not be excluded or limited by an individual agreement in advance

If the aggrieved party contributed to the damage, the standards of the applicable law, relating to the exclusion or reduction of liability, applies.

We are not liable for damages arising from its compliance with the state regulations by us or the fact that you do not meet the obligations deriving there from.

Our liability shall never exceed the amount of the proven damages. We are only liable for indirect or consequential damages, if we caused them by gross negligence or willful misconduct; the provisions of the Montreal Convention remain unaffected.

Exclusion and limitation of our liability shall apply analogously to the benefit of our servants, agents and any person whose aircraft is used by us, including their servants and representatives. The total amount recoverable from us and from such persons shall not exceed the maximum limit of liability applicable for us.

Unless otherwise expressly provided, none of these Transport Conditions contains the waiver of disclaimers or liability limitations according to the Montreal Convention or the applicable law.

*(2) Compensation in Case of Death or Injury*

If, during the carriage, a passenger is killed, physically hurt or harmed in his health, we are liable for each passenger up to a maximum of 100.000 Special Drawing Rights (approximately 120.000€), if we can prove that the damage was not caused by our illegal and culpable act or omission of action or the damage was caused solely by the unlawful and wrongful act or omission of a third party.

The statutory coverage of the liability to passengers for personal injury is 600.000€ per passenger. In addition, for commercial flights there is a mandatory incident insurance in the event of death or permanent disability with a minimum cover of 20.000€ per passenger.

*(3) Compensation for Passenger Delays*

In case of passenger delay we are liable up to an amount of 4.150 SDRs (approximately 5000€) for each passenger. This limitation shall not apply if the damage was caused by us intentionally or grossly negligent. The liability is excluded if we have taken all reasonable measures to avoid the damage or to take such action was impossible.

*(4) Compensation for Baggage Delay*

In case of baggage delay we are liable up to an amount of 1.000 SDRs (approximately 1.200€). There is no limitation of liability if we caused the damage on purpose or grossly negligent. The liability is excluded if we have taken all reasonable measures to avoid the damage or to take such action was impossible.

*(5) Compensation for destruction, loss or damage to baggage or other carried along items*

We are liable for destruction, loss or damage up to an amount of 1.000 SDRs (approximately 1.200€) for each passenger and only if at fault. There is no limitation of liability if we caused the damage on purpose or grossly negligent. A passenger can benefit from a higher liability limit by making a special declaration, latest at check-in and by paying a supplementary fee.

We are not liable for damage to a passenger's baggage caused by property contained in a passenger's baggage.

We are only liable for damage to perishable, fragile or highly sensitive items (e.g. computers or laptops), jewelry, precious metals, money, securities, business documents or samples, passports or identity cards, which are included in a passenger's baggage, if we caused the damage grossly negligent or intentionally. The provisions of the Montreal Convention remain unaffected.

The statutory coverage of the liability to passengers for damage to baggage is 1.700€ per passenger.

*(6) Compensation for delay or damage of carried goods*

We are liable for destruction, loss or damage to goods, carried by us, up to an amount of 8,33 SDRs (approximately 10€) per kilogram. The liability of delay is three times the amount of the cargo. Our liability for other property damage, not caused by loss or damage of the good or extending the delivery deadline is limited to three times the amount, which had to be paid for loss. These limitations do not apply if we have caused the damage intentionally or recklessly and with the awareness that the damage will probably occur.

*(7) Obligation to notify*

Damages and injuries have to be notified immediately.

*(8) Compensation for cancellation*

Claims for damages of the passenger because of flight cancellations due to weather-related, technical, air traffic control or other reasons are excluded. The same applies if reasons, which are not our responsibility, cause a shorter flight time.

### **§ 13 Time Limitations for Claims (and Actions)**

If you accept the baggage delivered to you unconditionally, we take for granted as long as opposite not proven, that it was delivered to you in good condition and according to the contract of carriage. No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to us without delay after the discovery of the damage (i.e. for baggage at the latest within seven days, for goods at the latest within fourteen days after acceptance).

Every complaint must be made in writing and dispatched within the times mentioned previously.

If the notification fails, any action against us shall be excluded unless we have acted fraudulently.

Any action for compensation for damages to goods can only be made brought within one year. This does not apply if we have acted intentionally or recklessly and with the awareness that the damage will probably occur. In the latter case, a limitation period of three years applies. The regulations of the Montreal Convention remain untouched.

Any action for compensation for personal injury and property damage and damage caused by delay during the carriage of passengers or baggage can only be made within a limited period of two years. The method of calculating the period of limitation shall be determined by the law of the court assigned in the case.

#### **§ 14 Other Conditions**

Place of fulfillment and - jurisdiction, for all claims arising from contractual and legal disputes, is principally our registered office. The regulations of the Montreal Convention remain untouched.

Carriage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions are important and are subject to change..

No employee or other third party is entitled to abandon the application of these Transport Conditions.

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