

General Terms and Conditions (GTC) of LifeFlight GmbH & Co KG

Cologne, March 2013

§ 1 Definitions

We: LifeFlight GmbH & Co KG

You: any person, except members of the crew, carried or to be carried in an aircraft pursuant to 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.

§ 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 of us for its effectiveness.

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 Conclusion of Contract of Carriage

You can contact us verbally, per telephone or in written form (including telefax or email) or per Internet via the URL: www.lifeflight.de to conclude the contract of carriage.

By sending the completed online-form, you make a binding offer to conclude a contract of carriage with us. The acceptance of this offer follows by a written or telephone booking confirmation. The contract is effective by the moment you receive the booking confirmation.

If the contract is concluded by another way than via online-booking, the contract becomes effective at the moment you get the booking confirmation as well.

§ 4 Duty of Notification

To avoid any inconveniences, you shall advise us about physical limitations, health problems or pregnancy at the point of the contract conclusion and directly inform us during the contract period about any changes.

§ 5 Assignment of other Aviation Companies

In Einzelfällen können wir ein anderes Luftfahrtunternehmen zur Durchführung des Fluges einsetzen. Die Vorschriften des Montrealer Übereinkommens bleiben unberührt.

§ 6 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 payment of the full price, you will get the flight tickets.

§ 7 Flight Tickets and Vouchers

LifeFlight is an airline company and flight training organization, not a Voucher agency. Therefore LifeFlight does not sell any vouchers. But flight tickets with different validities can be acquired. The validity is limited to the bought / selected validity period and begins at the date of booking. The validity of the ticket will be extended by one (1) month if the agreed flight date has to be moved by LifeFlight. If no flight date is booked by the passenger within six months (from the booking date), possible price increases have to be paid by the passenger.

§ 8 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.

§ 9 Annulations, 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 48 hours before the flight date), or according to a special cancellation agreement, you will forfeit your entitlement to transport. A cancellation of flights with special rates (i.e. sightseeing- and trial flights) is not possible. 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.

§ 10 Cancellation and Withdrawal

(1) Cancellation

The passenger is entitled at any time prior to flight departure, with the exception of special rates (i.e. sightseeing- and trial flights) to rescind the contract. The date of receipt of the written cancellation is decisive. The statement by registered mail is recommended. However, we reserve the right to charge a handling fee or a suitable compensation in cash (see §9 of these terms and conditions [GTC]).

Refunds can only be made to the contractors.

(2) Withdrawal

a) Flight tickets:

According to § 312b Sect. 3 BGB the Distance Selling Act will not apply for Transportation.

A withdrawal from the contract is not possible.

b) Other Services:

If the contract between you and us was conducted using exclusively means of distance communication (especially letter, telephone calls, emails, internet) and if you are a consumer in terms of §13 BGB (i.e. the contract conclusion cannot be allocated to your commercial nor to your independent professional activity), you have the possibility to withdraw the contract within two weeks, without giving reasons in writing or by returning the ticket. To keep of the term, the punctual sending off to our operations (address: Marienburger Str. 44, 50968 Cologne) is sufficient.

The period begins with the contract conclusion (i.e. for the contact via telephone or in writing or for online-bookings with receipt of a booking confirmation from us to you).

After the deadline, in the case of a date cancellation, we can demand a handling fee or a suitable compensation in cash.

§ 11 Deficiencies

If the helicopter shows deficits from your point of view, please address yourself directly to the air carrier or our flight operations. Regardless of the display of the deficit on site, you have to make any claims on loss or damages, within a period of one year from the end of the year in which the claim arose and you have gained knowledge of the circumstances and the debtor or you had to gain without gross negligence; in this case, the statutory limitation period of three years applies (to the beginning of the period see §11p.2 of these Conditions).

If you come to the decision to terminate the helicopter flight on site, you should show the defect to the relevant air carrier.

§ 12 Place of fulfillment and jurisdiction

Place of fulfillment and jurisdiction for claims and civil disputes arising from the contractual relationship is generally our registered – if legitimate - Köln.

§ 13 Miscellaneous

The regulations of the Montreal Convention remain unaffected.

The carriage is subject to additional terms and conditions applying to or issued by us. These regulations and conditions are important and subject to changes.

No employee or other third party is entitled to waive the application of these terms and conditions.

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