



## ASIA RESCUE & MEDICAL SERVICES PVT LTD

Emergency Assistance in India, Bangladesh, Nepal, Pakistan, Sri Lanka, Maldives & Bhutan.(24Hrs).

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**Date:**

### Terms & Conditions

1. All prices, amounts and payments referred to shall be in USD or INR.
2. The quoted price does not include the ground ambulance, unless specified. ARMS will organise ground ambulances on customer's request.
3. The fees for the supply of ground ambulances will be billed separately, based on the real cost. The client will get a separate invoice for the supply of ground ambulances upon reception of the invoice.
4. At the latest one hour prior departure, the Client will give ARMS a written medical status report of all patients to be carried on board. If the report is not available prior to scheduled departure, ARMS may delay the departure time accordingly and charge the resulting costs incurred but minimum USD 500.- per starting hour. If, as a consequence of this delay, the flight cannot be performed legally regarding flight and duty regulations, ARMS may cancel the flight and charge a cancellation fee of 20% of the Mission in addition to any other costs that have been generated related to the cancelled mission.
5. An unscheduled sea-level cabin pressure altitude flight increases the overall cost by 20% on the patient's sector.
6. De-icing costs occurring away from Home-Base will be billed separately to the Client.
7. All requests related to the patient's transport will only be confirmed after full medical details of the patient's conditions have been reviewed, and approval given by the flight physician.  
To minimize the risks of the transport our medical department will get in contact with the treating doctor or a person who is familiar with the patient's condition.  
However complications during the flight can not be absolutely excluded, because of additional stress for the patient (unfavorable climatic conditions, varying air pressure,...)  
Complications are rare and normally can be treated with the medical equipment provided on board.
8. For ground time in excess of 2 hours outside ARMS responsibility USD 400.- per starting hour will be added.
9. The flight physician has the right to refuse a planned tarmac transfer if the patient requires intensive medical care during the hospital transfer.
10. An unscheduled overnight stay for the flight crew and medical team will be charged at the actual costs of the overnight but minimum USD 700.
11. If the mission will have to be performed during nighttime (22h00 - 06h00 local time) an additional 15% of the quoted price will be charged but at least a minimum of USD 2500/-
12. Our flight physician has the right to refuse a patient's transfer if actual medical condition presents substantial differences from the

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- information contained in the medical report and poses a life threatening situation to the patient if transported. In this case the full costs of the mission will still be charged to the client. ARMS will notify the client and proceed in accordance with the latter.
13. If the planned flight schedule has to be changed for reasons which are beyond the control of ARMS (e.g. unforeseeable weather conditions, airport closure, etc...) the additional costs thereby incurred will be charged to the client.
  14. If delays occur due to unexpected reasons (e.g. technical), except for gross negligence and intention, ARMS has the right to reschedule the flight plan accordingly. If this results in a delay exceeding 6 hours the client has the right to cancel the mission without cancellation fees. In such case only the occurred costs will be charged to the client.
  15. If during the repatriation the patient's condition degrades and results in an unscheduled intermediate stop for necessary hospitalization all additional costs incurred will be charged to the client. Furthermore ARMS will not be responsible for the costs thereby incurred at the hospital.
  16. If delays, other than caused by ARMS, results in extra costs (e.g. night-stop, additional airport fees by night,...), these will be charged to the customer.
  17. The liability of ARMS is limited to gross negligence and intention. The transportation of passengers, baggage or cargo is performed under the regulations of the Warsaw Convention. ARMS takes no responsibility for incidents of force majeure e.g. strike, war, or sabotage.
  18. In the event that ARMS is chartered by Agents/Brokers on behalf of third parties, the Agents/Brokers are liable for all obligations concerning the clients' side in this agreement.
  19. **Luggage:** Only one piece of soft hand-luggage not exceeding 10 kg may accompany the patient. Otherwise the luggage will remain at face! ARMS will not be responsible for remaining luggage. Passengers transported out of non-EU countries are informed before entering the aircraft about the applicable regulation regarding prohibited articles.
  20. **Additional passenger:** an accompanying passenger will only be accepted with the approval of the flight physician and the flight crew.
  21. **Cancellation Policy:** If the mission is aborted between confirmation and 8hrs prior takeoff, 15% of the quoted price plus occurred costs will be charged. Cancellation between 8hrs prior takeoff and departure will result in a charge of 25% of the quoted price plus occurred costs. If the aircraft is already airborne, the actual flight minutes plus occurred costs (but at least 40% of the quoted price) will be invoiced.
  22. **Payment:** Prepayment of the whole sum before the start of the Mission. In case a payment via invoice has been agreed upon, the payment has to be done. 3 ( Three ) days after receipt of the original invoice.
  23. After written confirmation the flight remains subject to traffic-rights and all necessary governmental approvals.
  24. All notices and other communications between the Parties provided for or permitted hereunder shall be in writing and delivered by certified or registered mail, return receipt requested, email with return receipt or by facsimile with confirmed delivery.
  25. In the event that parts of the general conditions become invalid, the remaining paragraphs are not affected. The general conditions and all services provided hereunder are governed by Indian law. Any dispute relating or resulting from the present agreement shall be referred to the jurisdiction of the Courts of India.

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### 26. Personal data processing

The client is the controller of certain personal data processing operations carried out by ARMS on patients' data. In such case, ARMS acts as a processor to the client, within the meaning of EU General Data Protection Regulation 2016/679. This section does not apply to data processing operations carried out by ARMS in capacity as an independent controller (e.g., as required to manage and deliver the services, for billing and accounting purposes, to document and evidence the services provided, for medical or transportation organization, formalities and liability documentation, or otherwise as required for compliance with legal hold and similar obligations applicable to ARMS). Nothing in this section shall be interpreted so as to allow or enable the client to restrict ARMS ability to perform these acts of processing.

Where ARMS acts as a processor to the client, ARMS undertakes to:

- I. process data on behalf of the client only as necessary to deliver the required services or otherwise comply with our documented instructions of the client,
- II. process the personal data provided by the client or collected by ARMS when delivering the services, in particular those relating to the patient's identity and health condition,
- III. not to transfer data outside of the EU/ARMS, save as strictly necessary to organise and deliver the services (in particular without limitation, to transfer and communicate such data to regional, national, federal or local aviation, customs, law enforcement, immigration, health or other administrations or authorities as may be required under the local law or regulations of the countries of departure, destination or transit or airspace used when delivering the services),
- IV. not to perform any act of processing for purposes other than delivering the services, save where required by EU or Indian Law, without prejudice to ARMS right to carry out the above mentioned data processing in capacity as independent controller,
- v. to assist the client in responding to personal data protection statutory or regulatory requirement, that is: (a) contribute to data protection impact assessments, (b) respond to data subjects' requests or exercise of their statutory rights on their data, (c) respond to client's requests for information on the processing or its conditions, or (d) respond to client's or client auditor's requests, audits or inspections; in all such case, ARMS may charge additional fees and expenses,
- VI. to use exclusively personnel subject to a contractual and (where applicable) statutory confidentiality duty; it is reminded that medical secrecy is guaranteed by Indian law and breaches are subject to criminal sanctions under the Indian Criminal Code Act
- VII. to implement and maintain at all times, throughout the duration of the processing, technical and organisational security measures that are appropriate with respect to the nature of the processing and associated risks, and notably, depending on technical feasibility and the nature of the services: to encrypt personal data, in particular where transferred, to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and related services, to ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and to regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing,
- VIII. to inform the client without undue delay after having become aware of a personal data breach, unless such breach is unlikely to result in a risk to the rights and freedoms of data subjects,
- IX. not to use subprocessors save (a) only as necessary to deliver the required services, (b) or otherwise to comply with documented instructions of the client, (c) or for vital emergencies, in which case ARMS will take the necessary decisions in its discretion, if applicable in capacity as controller of the relevant processing.»