

## **1. Acceptance of Terms**

The bookairambulance.com a website ("BAA") is an internet-based Air Ambulance Booking portal owned and operated by Flaps Aviation Private Limited ("Flaps Aviation"), a company incorporated under the laws of India, with its registered office at Suite No 8/15, Mehram Nagar (West), Opposite Domestic Terminal 1D, IGI Airport, New Delhi -110037.

This User Agreement along with Terms of Service (collectively referred as the "User Agreement") forms the terms and conditions for the use of services and products of Flaps Aviation.

The "Terms of Service" available on BAA's website details out terms & conditions applicable to various services facilitated by BAA. The User should refer to the relevant Terms of Service applicable for the given product or service requested by the User. Such Terms of Service are binding on the User.

User Means any person who inquires about or purchases any services of BAA through its website, offices, call centers, branch offices, agents, etc. (all the aforesaid platforms collectively referred to as "Channels") and agree to be governed by this User Agreement.

Both User and BAA are individually referred to as 'Party' and collectively referred to as 'Parties' to the User Agreement.

## **2. WEBSITE**

The Website is meant to be used by bonafide User(s) for lawful use.

The User Agreement grants a limited, non-exclusive, non-transferable right to use this Website as expressly permitted in this User Agreement. The User agrees not to interrupt or attempt to interrupt the operation of the Website in any manner whatsoever.

## **3. MEMBERSHIP**

BAA requires a member to take a Membership Program as a condition for obtaining the benefits of membership and Program coverage. The member must submit a complete, accurate Application form and pay the Flaps Aviation a non-refundable membership fee of the amount specified in the Application form. In the event of any change in the membership program coverage or status of any individual named in the Application, the member agrees to notify the Flaps Aviation within ten (10) days of such change and, if the change results in the affected individual owing an additional membership fee, the member agrees to pay the additional amount upon receipt of an invoice from the Flaps Aviation. As a prerequisite of this Membership program, the member understands that the illness of the Member must be informed to the Flaps Aviation well in advance. Any relevant and requisite documents requested by the Flaps Aviation must be produced and submitted with the BAA's doctors immediately at the time of patient lift requirement, and members agree that such documents are subject to verification by the Flaps Aviation for better understanding and proper handling of the Member while shifting.

## **CASHLESS AIR AMBULANCE MEMBERSHIP- Comprehensive Family Program**

Cashless Air Ambulance Family Program is the most privileged BAA Membership program for a family of 6 members i.e., Husband, Wife, 2 Unmarried Kids (up to 21 years) and your parents (father/mother 'or' in-laws-**See Note\***) valid for 1 year, whereby a privileged member is entitled to one free(See Note\*\*) Air Ambulance patient transfer after 30 days from registration for anyone select critical ailment such as

1. Heart Diseases (i.e., from 2<sup>nd</sup> Heart attack onwards). However, an ECG is a must for the shifting confirmation. Also Old records like CAG, Stent & Current medications of First heart attack mandatory. If medical records not available at the time of pick up, then it will come under 50% and later upon submission of old records, it will be cashless and refund shall be given.
2. Burn cases with more than 60% burn injuries,
3. Road accident cases with spinal injury (fracture must) and multiple fractures. the patient will be shifted in this category if confirmed by treating doctor and patient is fit to fly as per the treating Doctor. (a) Spine fracture with loss of power in limbs is covered and (b) Spine fracture and any other organ failure is covered
4. Neurological patients, excluding brain dead and coma patients, will be shifted in this category only if confirmed the BAA's doctor. Traumatic Brain Injury (SDH with midline shifts) to be confirmed on MRI/CT is a must. TBI with GCS 2T, Skull fracture with Trauma to Brain, Total loss of Consciousness also are covered. CVA not covered.
5. Multiple Organ Failure. Two or more organ failure to be confirmed with all necessary reports like Blood and Scans.
6. Complications during childbirth to the mother- See Note \*\*\*

Additionally, this privileged member is also entitled for a 50% discount for patient transfer for all diseases which are not an immediate threat to the life of the Patient and gives a breathing time such as Heart Disease, Pneumonia, Typhoid, Malaria, High / Low BP, Diabetes, Kidney Disorder, Lung Failure, and other stomach related diseases. A member can also avail 50% discount for diseases which are not an immediate threat to the life of a patient and or family member may plan the transfer in advance for diseases such as Knee replacement, Kidney Transplant, any Organ Transplant, Cancer, Road Accidents with lesser complications and all sorts of treatment not covered above.

Diseases covered under 50% discounted rates(which are not an immediate threat to life of the patient) shall be available for patient transfer after 15 days from registration.

In case the member wishes to include grandparents and not parents or in-laws, they shall be allowed to be entered under the program subject to the total number of members being less than or equal to 6 members. Available within 15 days from the date of registration.

In case the requirement of patient lift arises for such grandparents, then they shall not be eligible for the one free patient transfer but considered under 50% discount for patient transfer after 15 days from registration for any of the diseases listed above.

### **Note\***

Cashless Air Ambulance benefit shall be available to member if age on the date of taking the membership is < 65 years. Members who have crossed 65 years shall still be eligible for the 50% discounted rates.

Age limit for < 65 years applies even to Parents (father / mother 'or' in-laws) and grandparents for becoming eligible for Free Air Ambulance patient transfer. Parents or grandparents who have crossed 65 years shall still be eligible for 50% discounted rate.

Note \*\* Member shall be eligible only for 1 free air ambulance transfer for a family of 6 which means if either of the family member avails one (1) free air ambulance in the first year, all subsequent patient transfer in that year shall come under the 50% category for those members other than the one who availed the first 1 free air ambulance transfer. Even the second patient transfer availed by same family member who availed the first 1 free air ambulance transfer shall also come under the 50% discount category of patient shifting.

Note\*\*\* This critical ailment will be covered under Cashless only from the second year of membership. First year will fall under a 50% discounted tariff.

### **CASHLESS AIR AMBULANCE MEMBERSHIP- Extended Family Program**

Cashless Air Ambulance Family Program is the most privileged BAA Membership program for a family of 6 members i.e., Husband, Wife, 2 Unmarried Kids (up to 21 years) and your parents (father/mother 'or' in-laws-**See Note\***) valid for 1 year, whereby a privileged member is entitled to one free(See Note\*\*) Air Ambulance patient transfer after 30 days from registration for anyone select critical ailment such as

1. Heart Diseases (i.e., from 2<sup>nd</sup> Heart attack onwards). However, an ECG is a must for the shifting confirmation. Also Old records like CAG, Stent & Current medications of First heart attack mandatory. If medical records not available at the time of pick up, then it will come under 50% and later upon submission of old records, it will be cashless and refund shall be given.
2. Burn cases with more than 60% burn injuries,
3. Road accident cases with spinal injury (fracture must) and multiple fractures. the patient will be shifted in this category if confirmed by treating doctor and patient is fit to fly as per the treating Doctor. (a) Spine fracture with loss of power in limbs is covered and (b) Spine fracture and any other organ failure is covered
4. Neurological patients, excluding brain dead and coma patients, will be shifted in this category only if confirmed the BAA's doctor. Traumatic Brain Injury (SDH with midline shifts) to be confirmed on MRI/CT is a must. TBI with GCS 2T, Skull fracture with Trauma to Brain, Total loss of Consciousness also are covered. CVA not covered.
5. Multiple Organ Failure. Two or more organ failure to be confirmed with all necessary reports like Blood and Scans.
6. Complications during childbirth to the mother- See Note \*\*\*

Additionally, this privileged member is also entitled for a 50% discount for patient transfer for all diseases which are not an immediate threat to the life of the Patient and gives a breathing time such as Heart Disease, Pneumonia, Typhoid, Malaria, High / Low BP, Diabetes, Kidney Disorder, Lung Failure, and other stomach related diseases. A member can also avail 50% discount for diseases which are not an immediate threat to the life of a patient and or family member may plan the transfer in advance for diseases such as Knee replacement, Kidney Transplant, any Organ Transplant, Cancer, Road Accidents with lesser complications and all sorts of treatment not covered above.

Diseases covered under 50% discounted rates(which are not an immediate threat to life of the patient) shall be available for patient transfer after 15 days from registration.

In case the member wishes to include grandparents and not parents or in-laws, they shall be allowed to be entered under the program subject to the total number of members being less than or equal to 6 members. Available within 15 days from the date of registration.

In case the requirement of patient lift arises for such grandparents, then they shall not be eligible for the one free patient transfer but considered under 50% discount for patient transfer after 15 days from registration for any of the diseases listed above.

**Note\***

Cashless Air Ambulance benefit shall be available to member if age on the date of taking the membership is < 75 years. Members who have crossed 75 years shall still be eligible for the 50% discounted rates.

Age limit for < 75 years applies even to Parents (father / mother 'or' in-laws) and grandparents for becoming eligible for Free Air Ambulance patient transfer. Parents or grandparents who have crossed 75 years shall still be eligible for 50% discounted rate.

Note \*\* Member shall be eligible only for 1 free air ambulance transfer for a family of 6 which means if either of the family member avails one (1) free air ambulance in the first year, all subsequent patient transfer in that year shall come under the 50% category for those members other than the one who availed the first 1 free air ambulance transfer. Even the second patient transfer availed by same family member who availed the first 1 free air ambulance transfer shall also come under the 50% discount category of patient shifting.

Note\*\*\* This critical ailment will be covered under Cashless only from the second year of membership. First year will fall under a 50% discounted tariff.

**CASHLESS AIR AMBULANCE MEMBERSHIP- Individual Program**

Cashless Air Ambulance Individual Program is the most privileged BAA Membership program for an Individual (note \*)and valid for 1 year, whereby a privileged member is entitled to one free Air Ambulance patient transfer after 30 days from registration for anyone select critical ailment such as

1. Heart Diseases (i.e., from 2<sup>nd</sup> Heart attack onwards). However, an ECG is a must for the shifting confirmation. Also Old records like CAG, Stent & Current medications of First heart attack mandatory. If medical records not available at the time of pick up, then it will come under 50% and later upon submission of old records, it will be cashless and refund shall be given.
2. Burn cases with more than 60% burn injuries,
3. Road accident cases with spinal injury (fracture must) and multiple fractures. the patient will be shifted in this category if confirmed by the hospital doctor and patient is fit to fly as per the attending Doctor. (a) Spine fracture with loss of power in limbs is covered and (b) Spine fracture and any other organ failure is covered
4. Neurological patients, excluding brain dead and coma patients, will be shifted in this category only if confirmed by the BAA's doctor. Traumatic Brain Injury(SDH with midline shifts) to be confirmed on MRI/CT is a must. TBI with GCS 2T, Skull fracture with Trauma to Brain, Total loss of Consciousness also are covered. CVA not covered.
5. Multiple Organ Failure. Two or more organ failure to be confirmed with all necessary reports like Blood and Scans.

6. Complications during childbirth to the mother- See Note \*\*

Additionally, this privileged member is also entitled for a 50% discount for patient transfer for all diseases which are not an immediate threat to the life of the Patient and gives a breathing time such as Heart Disease, Pneumonia, Typhoid, Malaria, High / Low BP, Diabetes, Kidney Disorder, Lung Failure, and other stomach related diseases. A member can also avail 50% discount for diseases which are not an immediate threat to the life of a patient and or family member may plan the transfer in advance for diseases such as Knee replacement, Kidney Transplant, any Organ Transplant, Cancer, Road Accidents with lesser complications and all sorts of treatment not covered above.#

# All of these diseases under the 50% category also shall require the medical reports and scanned reports and these shall be for getting a better medical treatment in a hospital and not for availing chartered air craft under the garb or medical air ambulance

Diseases covered under 50% discounted rates(which are not an immediate threat to life of the patient) shall be available for patient transfer after 15 days from registration.

Note\*

Cashless Air Ambulance benefit shall be available to member if age on the date of taking the membership is < 65 years. Members who have crossed 65 years shall still be eligible for the 50% discounted rates.

Note\*\* This critical ailment will be covered under Cashless only from the second year of membership. First year will fall under a 50% discounted tariff.

**General Conditions Applicable to the Cash less Program:**

1. BAA is responsible for Airport-To-Airport patient transfer and the member will have to independently arrange and pay for the Road Ambulance (both sides) and Airport Handling charges on actuals which are nominal costs and applicable government taxes. Approx. costs are given in the website under the list of Airports Category at the bottom portion.
2. Only 1 attendant will be allowed to travel with the patient under normal conditions and also during monsoon or any bad weather or any other condition which is against air safety and against safe operations of the aircraft as not permitted by DGCA, AAI or any other competent authority. And in case the pilot approves the 2<sup>nd</sup> attendant, it can be done at a minimum chargeable amount of Rs. 50,000.
3. The applicant or any member applying for the Membership Program should not be under hospitalisation for critical ailments mentioned above during the registration of membership or under any homecare/other rehabilitation centres due to any diseases at the time of registration of membership. BAA will not be able to facilitate such a requirement or request. This condition of non-hospitalisation is applicable for the first year of membership and not at the time of renewal of membership. But condition of Non Home care/ Non rehabilitation centre is applicable at all times and not only for first year.
4. The patient shall be in an ICU situation for all the above 6 critical ailments at the time of shifting the patient from one city to another city for better treatment only if it is confirmed by BAA doctor
5. The patient shifting shall be done only for taking the patient to a different city super speciality hospital for treatment and final decision shall be taken by BAA doctor for claiming under the Cashless Program

6. If the patient is under home care (post discharge), he will be coming under the 50% category irrespective of the condition of the patient.
7. The privileged member also qualifies to avail benefits 'or' discounts from our business associates such as multi-specialty hospitals in various metros and cities, 3300+ pharmacy outlets for medicine and private label health and FMCG products PAN India, 144+ Diagnostic discounts PAN. However, offers from our business associates are as per their own terms and conditions and are subject to change. Book Air Ambulance – Flaps Aviation will not be held responsible for any deficiency in services by such business associates other than Air Ambulance services.
8. In case of booking of aircraft in case of an emergency, as cited in various sections above which specifically qualifies for 50% discount category, advance payment of 50% shall be paid in advance before the aircraft gets blocked for the member for the patient lift. For Cashless Air ambulance program where airport handling charges are free, there is no need to pay any advance payment towards booking of aircraft. But in case of cashless air ambulance program where airport handling charges are applicable, he/she shall pay 100% of airport handling charges at the time of booking aircraft.
9. Multiple Memberships under the same name of member not allowed during the same year. Also multiple memberships under the family member is also not allowed during the year.

#### **4. PRIVACY POLICY**

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Flaps Aviation in respect of the Website. The User further consents that the terms and contents of such Privacy Policy are acceptable to him.

#### **5. FORCE MAJURE**

There can be exceptional circumstances where BAA may be unable to honour the confirmed bookings due to various reasons like the act of God, labour unrest, insolvency, business exigencies, government decisions, terrorist activity, any operational and technical issues etc. or any other reason beyond the control of BAA.

In no event shall BAA and be liable for any direct, indirect, punitive, incidental, special or consequential damages, and any other damages like damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website.

#### **6. MODIFICATION OF TERMS**

Flaps Aviation reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms of Service at any time by posting the amended Terms on the website. Members should check these Terms periodically for changes. Member's continued use of the website or Services after the posting of changes constitutes Members' binding acceptance of such changes. In addition, when using any particular services, Member may be subject to any posted guidelines, rules, product requirements or sometimes additional terms applicable to such services. All such guidelines, rules, product requirements or sometimes additional terms are hereby incorporated by reference into the Terms.

MEMBERS'S ACCESS OR USE OF THE WEBSITE OR SERVICE SHALL MEAN THAT MEMBERS HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using Website or Services Member also represent that he/she have the legal authority as per applicable law (including but not limited to age requirement) to accept

the Terms on behalf of himself/herself and/or any other person he/she represent in connection with his/her use of the Website or Services. If member do not agree to the Terms, member is not authorized to use the website or Services.

## **7. INTELLECTUAL PROPERTY**

Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all Patents, Copyrights, Trademarks and other confidential and/or proprietary information limited to that forming part of the subject matter of this agreement and inclusive of all Intellectual Property that is the subject of ownership by Flaps Aviation and/or its subsidiaries in Interest and title.

## **8. SERVICE AREAS**

Flaps Aviation provides its BAA services in boundaries of India only excluding Leh, Thoise, Lengpui, Kullu, Shimla, Lakshadweep Islands Andaman and the Nicobar Islands and or any other lands, areas that are under dispute and runways whose length, width, surface conditions, approach path and other parameters for landing and take-off are less than required for the performance of the aircraft. In such cases, patient needs to come to the nearest BAA service airport at his cost by road ambulance or any other mode suitable to the member. BAA will not be liable to bear the cost of such patient transfer incurred by the patient to reach the nearest BAA service airport.

## **9. DISCLAIMER AND WARRANTIES**

The Membership Program is not an insurance Program. The program does not compensate or reimburse another ambulance company that provides emergency transportation to the members. This might also occur when this Membership Program is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

Flaps Aviation shall not be held responsible for any delay/cancellation of any flight due to airspace closure enroute (between departure and destination airports) which is impossible to cross for the aircraft due to aircraft performance or international boundaries.

Flaps Aviation shall not be held responsible for any delay/cancellation of any flight due to airspace closure for general aviation aircraft in the particular area from where evacuation is required to be done.

## **10. INDEMNITY**

The member agrees to indemnify and hold harmless Flaps Aviation, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever arising out of or based upon any false representation or warranty or breach or failure by the Flaps Aviation to comply with the user agreement. Flaps Aviation in no situation shall be liable for the loss exceeding the amount paid by the member on the yearly membership program on a prorate basis.

## **11. TERMINATION AND RENEWAL OF COVERAGE**

Flaps Aviation may terminate this User Agreement and the participation of any Membership Program for failure to comply with the terms of this User Agreement. Flaps Aviation reserves the right to discontinue its Ambulance Program at any time upon prior notice to Members. In

such an event, Flaps Aviation shall return a pro-rata portion of the membership fee. Flaps Aviation also reserves the right to unilaterally modify the terms of this Program, including but not limited to the membership fee to be charged to members who join or renew their membership program after the effective date of such change. Flaps Aviation shall renew membership program on an annual basis upon successful completion and submission of an Application or Renewal Application and payment of the specified Membership Fee.

## **12. RESPONSIBILITIES OF USER/MEMBERS**

The User agrees to comply with the terms and conditions of Service Provider in addition to BAA's User Agreement and Terms of Service.

The User will be required to be a member of BAA in order to avail the Services.

The User shall further be in possession of valid documents viz. identity proof, address proof, passport in case of services booked outside India, or any other document as specified by the Service Provider in order to utilize the services booked.

The User may be required to sign a waiver/consent form, safety procedure form, medical declaration, or other document before availing the activity which is mandated by the Activity Provider.

## **13. FLIGHT OPERATIONS TERMS AND CONDITIONS:**

Flaps Aviation will not be held responsible for any delay or cancellation due to the following operational terms and conditions as mentioned below. All members must plan in advance, to avoid any sort of delay in shifting the patient

1. All flight activations require minimum 12 working hours for permission from various agencies. Flaps Aviation will not fly any aircraft until & unless proper clearance is received from all ground agencies before departure.
2. For all Airport Authority of India ("AAI") airports 24 hours prior notice is required for operating the aircraft but due to medical emergencies permissions are given at short notice. It is at the discretion of AAI and the Flaps Aviation will not be held responsible for any delay or cancellations.
3. All AAI airport flights will be conducted during normal airport watch hours. Any watch hour extension will attract extra charges on an hourly basis which shall be borne by the member.
4. Flaps Aviation will not be held responsible for any delay/cancellation for the unavailability of parking at the airport due to any reason.
5. Flaps Aviation will not be held responsible for any delay/cancellation for airspace or airport closure due to any military or air force flying or due to any VVIP or VIP movement.
6. Flaps Aviation will not be held responsible if there is any delay or cancellation due to bad weather or any other condition which is not safe for aircraft operations or not permitted by DGCA, AAI, or any other competent authority.
7. Flaps Aviation will not be held responsible for any diversion or delay due to bad weather, airport closer or runway closer or any other condition which is against air safety and against safe operations of the aircraft.



8. Flaps Aviation will not be held responsible if the aircraft is diverted to any unplanned airport due to any reason including technical, non-technical, or as mentioned under this user agreement. In such cases, all hospitalization charges of the patient/member need to be paid by the member.
9. Flaps Aviation will provide full assistance in transferring such user/ member (as mentioned to the local hospital nearest to the unplanned airport.
10. Flaps Aviation will not be held responsible for any delay or cancellation if aircraft is grounded due to any technical reason at any point in time or any phase of flight like a departure, enroute, arrival, or before landing.
11. All state government airstrips are under the control of District Magistrate of that area and permission takes a minimum of 12 working hours during office hours. Flaps Aviation shall not be held responsible for any delay due to this reason. For such locations, the customer/member shall directly take the Local District Magistrate's permission. Working hours shall mean 9 AM to 6 PM on any day including Sundays.
12. All flight operations are restricted to day operations only, as night facility is not available and approved at State Government airports & many AAI Airports.
13. At all State Government airports fire-fighting, ambulance, and runway clearance is done by the local authority. Flaps Aviation will not be held responsible if any delay/cancellation happens due to the unavailability of these services.
14. All flights will be conducted from paved runways. Flaps Aviation will not conduct any flights from soft air-fields, grassy air fields, sea-ports, Heliports or helipads.
15. Flaps Aviation will not be held responsible if the runway surface is not suitable for operating a flight due to any reason.
16. For flight operations, Flaps Aviation requires a minimum (at least 4000 feet to 5000 feet) Paved Runway Length which depends on aircraft to aircraft and will be decided on the day of operation. Flaps Aviation will not be held responsible if the flight is cancelled due to the length of the runway is shorter than specified above.
17. Flaps Aviation is not into Sea-plane or Helicopter operations and will not be able to provide any helicopter or sea-plane aircraft for evacuation.
18. All flights at Air Force, Navy, Coast Guard, or military airports require clearance from their Head Quarters situated at New Delhi and require a minimum of 12 hours. Flaps Aviation must not be held responsible if any delay happens and the condition of the patient deteriorates due to this reason.
19. All flight operations at Air Force, Navy, Coast Guard or military is restricted to day operations only. Flaps Aviation will not be held responsible for any delay due to this reason.
20. In case a user/member is of foreign national a special clearance is required to operate at Air Force, Navy, Coast Guard, or military airports and a copy of the passport is required to get the clearance and it may take more than 6 hours to get the clearance.
21. To operate at Air Force, Navy, Coast Guard or military airports on holidays may take more time than usual. Flaps Aviation will not be held responsible for any delay/cancellation due to the unavailability of clearance.
22. Flaps Aviation will not be held responsible for any delay/cancellation due to any natural calamity or if the aircraft is stuck in that particular area during that period.
23. Flaps Aviation will not be held responsible for any delay/cancellation of any flight if, aircraft is engaged for National cause, interest, natural or unnatural emergencies, or on unscheduled Government deployment to evacuate anyone for the safety of their lives.
24. The flights will be conducted on non-scheduled aircraft which are approved by competent authority for carrying out medical evacuations. Except a few cases which may be shifted in scheduled airlines as well. In such scheduled airlines, both patient and one attendant shall be shifted by BAA. Only one patient at a time will be shifted depending on the condition which will be decided by BAA Doctor.

25. Communicable diseases will not come under any membership program. Flaps Aviation will not be held responsible for shifting any patients of such category.
26. Flaps Aviation reserves the right to withdraw membership of any User whose behaviour is deemed likely to affect the smooth operation of the outbound services or adversely affect the safety of crew members or service staff. BAA shall not be liable for any damages due to such withdrawal.
27. Flaps Aviation shall not be liable to make any payment under this membership plan in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the member or by any other person acting on his behalf.

## **14. REFUND AND CANCELLATION**

REFUND: Membership Program.

The membership fee is non-refundable.

Air Ambulance Membership if not renewed will automatically be cancelled on the date of expiry.

### **CANCELLATION:**

Air Ambulance Flight Bookings :

A: Under the 50% discount category (where 50% of tariff is fully paid) and other normal air ambulance booking (fully paid)

Charter / Air Ambulance flights once booked can be cancelled as per the below terms and conditions.

25% of charges based on estimated flying time will be deducted in case a confirmed booking is cancelled between 24 to 12 hours before the estimated time of departure.

50% of charges based on estimated flying time will be deducted in case a confirmed booking is cancelled between 12 to 6 hours before the estimated time of departure.

100% of charges based on estimated flying time will be deducted in case of no show and cancellation of confirmed booking is between 6 to the estimated time of departure.

100% of charges will be deducted in case the aircraft departs and after that cancellation by the customer for any reason.

Refund for cancelled flights will be processed as per cancellation policy and will be refunded within 24 working hours. In some cases, it may take up to 7 working days. This delay may be because of bank holidays or other non-working days.

B: Under the cashless air ambulance category :

Under Cashless membership plan, and in case of a need, air ambulance booking is done for patient lift and an ETD is given to the member and subsequently, the member wants to cancel the booking for any reasons, such cancellations shall be done 12 hrs prior to Estimated Departure Time (ETD). In case the cancellation is done in less than 12 hours before ETD, the eligible one(1) free airport-to-airport transfer shall be lapsed or considered

utilised for the year for which membership is taken and such members shall come under the 50% discount category for all further requirements for that particular membership year.

## **15. NOTICE**

All notices and communications required or permitted under this user agreement shall be in writing and any communication or delivery shall be deemed to have been duly made mailed by a registered post addressed as follows:

Flaps Aviation Pvt. Ltd., Suite No 8/15, Mehram Nagar (West), Opposite Domestic Terminal 1D, IGI Airport, New Delhi -110037.

## **16. ARBITRATION & DISPUTE RESOLUTION**

a. In the event of a dispute, difference or claim between the parties hereto, arising out of this Agreement or in any way relating hereto, or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to settle such difference, dispute, claim or question by mutual discussion, failing which the same shall be referred to arbitration before a sole arbitrator appointed by the Bank and in accordance with the Arbitration & Conciliation Act, 2013, or any statutory modification or re-enactment thereof for the time being in force and such arbitration proceedings shall be held in English at Delhi

Subject to clause 16.(a), any dispute or controversy arising out of this Agreement shall, be subject to exclusive jurisdiction of the Courts of Delhi, India

## **17. GOVERNING LAW AND JURISDICTION**

Any dispute/difference arising from this user agreement shall be subject to the exclusive jurisdiction of the courts in Delhi, India.

## **18. MISCELLANEOUS**

1. The user or any member applying for the Membership Plan should not be hospitalised or under homecare/rehabilitation centre for any diseases during the registration of membership.
2. The membership plans provided by BAA are solely for the purpose of shifting of a patient from their home city to any other city for medical treatment only.
3. Flaps Aviation has entered into an agreement with its associates and partners viz., SUBURBAN DIAGNOSTICS (INDIA) PRIVATE LTD." 2nd Floor, Sunshine, Opp. Shastri Nagar, Andheri (W), Mumbai; and APOLLO PHARMACY, PART OF APOLLO HOSPITALS ENTERPRISE LTD. Ali Towers, III Floor, No. 55, Greams Road Chennai – 600 006; towards passing on the discount benefit to all its members on purchasing goods and services from these companies/institutions. Flaps Aviation does not control the pricing, services, and time to time offers of these companies/institutions. Members will be directed to these sites online/offline to avail such prevailing offers, price discounts, and other benefits. Members cannot hold Flaps Aviation - Book Air Ambulance responsible for any deviation/mishap while dealing with these companies/institutions and it's not the key agenda of BAA to market or sell these products. The benefits are passed on in good faith.
4. Communicable disease, Pandemic & Epidemic deceases will not be covered under the membership program. Patients will be shifted in case BAA's doctor approves the same and also the approval of government authorities may be required and is

satisfied that the patient poses no threat of contamination and is satisfied to the best of his ability with the condition of the patient.

5. Shifting will be done only in cases where the patient gets a fit to fly certificate from the BAA's Doctor. All medical conditions of the members must be intimated to our team for the purpose of maintaining records, in order to avoid any delay in the shifting of a patient.
6. In case a member wants to take his own doctor on board, (he would be allowed to do so in; however, the travel cost of the accompanying doctor is not included in the membership plan and must be borne out by the member). Further, even in cases where a personal doctor accompanies the member, a team of doctor & paramedic of the BAA will be there at all times during the flight. In case a member wants to take his own doctor and waives his right to take a team of doctor & paramedic with all the equipment, he must take sole-responsibility for the said act, and his condition during the process of shifting him and must expressly declare that the Flaps Aviation would in no case be liable for his health condition during the said process of shifting. However, this will also depend on the aircraft make and model. Flaps Aviation will only be liable to shift the patient from in and out of the aircraft. In the aforementioned cases, where the patient waives his right to avail the services of the BAA's doctor and paramedics team all in air emergencies / ground emergencies will be taken care by the personal doctor of the patient. Furthermore, the Doctor must be aircraft type specifically SEP (System & Emergency Procedures) trained as per the BAA Policy for one time Doctor only.
7. Priority of availing the services will be decided on first come first basis and will be decided by the Flaps Aviation.
8. In case primary aircraft is under maintenance other aircraft will be arranged from the industry by Flaps Aviation and Flaps Aviation will not be held responsible for the loss of time while making such arrangements. In case of unavailability of aircraft, Flaps Aviation will try to shift the patient through scheduled airlines if the patient is acceptable to the scheduled airline, which will be decided on case to case basis. In case of non-availability of BAA aircraft and BAA is not able to arrange Aircraft from the industry within the ETD given under the cancellation section below, and post lapsing of such ETD, patient is able to arrange an aircraft on his own, such tariff which patient pays to the aircraft arranged by him shall be eligible for a reimbursement from BAA. Such reimbursed amount shall be restricted to a upper cap of such tariff as is reflected in the BAA Website for shifting the patient from patient location(which was initially intimated) to patient destination location(which was initially intimated at the time of enquiry for patient lift) or the actual tariff paid by patient whichever is lower. Patient shall be reimbursed the amount only subject to submission of valid bills and receipt from airline operator for having shifted the patient
9. Shifting of human remains even if he/she was a member, will not be covered under Cashless membership program but will be shifted under scheduled airlines or under the 50% discount category.
10. Human Remains, if required to be shifted, must be in a coffin of specific size of around 1 feet at head, 1.5ft at chest, 1 feet from foot side and 1 feet high. Length must not be more than the length of body or max 6.3 feet in length, whichever is less; this must be accompanied with a death certificate, embalming certificate, and police certificate prior to departure.
11. This membership will not be valid in case of any Natural calamity or during an Emergency in the country. Members will not be able to avail this facility during such times.

## 19. NDNC CLAUSE

The user registering on the website [www.bookairambulance.com](http://www.bookairambulance.com) or through the promotions carried out by the company on its social media platforms agrees & authorises Flaps Aviation Pvt. Ltd. or its business partners to contact him solely for providing information related to products, programs and services provided by the company by overriding his registry with NDNC.

THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES. BY CLICKING ON THE "I ACCEPT" BUTTON ON THIS ELECTRONIC CONTRACT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.