



## **Terms and Conditions (TCs) and Surgery Application Form**

Bohemian Beauty GmbH (hereinafter called BB)

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### **Foreword**

BB is an intermediary between the following Czech specialist clinics (respectively specialist doctors) and the patient:

- Dr. Roman Kufa, Dr. Zdenek Pros, Dr. Jiri Padera, Dr. Jiri Ferra, Dr. Lukas Frajer, Dr. Pavel Kobzik, Dr. Petra Moravcova, Dr. Jakub Miletin and Dr. Viktor Fiker - Specialists for plastic surgery at the private clinic for plastic surgery, Kartouzská 10, CZ-150 00 Prague 5

As a representative for Switzerland, BB represents the interests of the above-mentioned doctors and clinics.

### **1. Scope of the Terms and Conditions**

The TCs, as amended from time to time, apply exclusively to all agency agreements between BB and the patient.

### **2. Agreement conclusion and process**

With the receipt of the completed Surgery Application Form and the consent to the TCs as well as the written confirmation by BB, the agency agreement is concluded.

The surgery date is coordinated between BB and the patient prior to the completion of the Surgery Application Form. The date of the surgery can only be reserved for 3 working days. Afterwards, a binding commitment by the patient is required (by means of a signed Surgery Application Form and consent to the TCs) and a down payment is due with immediate effect (for further details, please see Article 3 of the TC). If a travel arrangement to Prague is requested as well, the patient shall be required to sign the form Registration - Travel Arrangement (attached to the TC) and deliver it to BB at the same time as the signed Surgery Application Form.

Before the surgery, the following medical examinations should be performed: blood count, urine examination, blood-mineral-analysis (sodium, potassium, chlorides), glycaemia, ALT and AST enzymes examination, ECG with description, Quick/INR, pulmonary radiography (required for patients older than 60 years of age and for all patients with a lung disease). The examination results may not be older than 14 days at the day of the surgery. The examinations can be performed by the internists cooperating with BB in Switzerland.

### **3. Prices and terms of payment**

After the receipt of the completed and signed Surgery Application Form and the TCs, the patient receives an invoice for the agency fee of CHF 200.-, the surgery down payment in the agreed amount and, if a travel arrangement by BB is desired by the patient, a fee for the travel arrangement of CHF 30.-. The previously mentioned prices for the agency fee, surgery down payment and travel arrangement fee are excluding the applicable Swiss VAT of 7.7%, which will be added to the total amount and will be separately declared in the invoice. The invoice shall be paid immediately (no later than three business days after the invoice receipt) to the account indicated in the invoice. The balance of the surgery price shall be paid directly before the surgery at the clinic.

### **4. Cancellation policy and charges**

In the event of a surgery cancellation, the following cancellation fees shall be charged:

- **31-60 calendar days** before the agreed surgery date – the agency fee, travel arrangement fee and **50% of the surgery down payment**
- **0-30 calendar days** before the agreed surgery date – the agency fee, travel arrangement fee and **100% of the surgery down payment**

Notwithstanding the paragraph above, if the patient cancels a surgery and subsequently reserves a surgery at another date which is not later than 6 months after the initial planned surgery date, the down payment made by the patient for the initial surgery shall be offset against the price of the subsequent surgery. However, for any date changes, a processing fee of CHF 100.- shall be charged.

Further, if the patient cancels a surgery for which he has already changed the date in the past, 100% of the surgery down payment, the agency fee and travel arrangement fee shall be forfeited, irrespective of the time of the cancellation.

If the pre-surgery medical examination reveals that the surgery is not recommended for medical reasons and a medical certificate confirming this is provided to BB, the patient shall be offered a new surgery date (not latest than 6 months after the initial surgery date). The payments already made by the patient will be offset against an invoice for the new agreed surgery date. Should the patient not be interested in a new surgery date within 6 months of the initial surgery date, the agency fee, travel arrangement fee and 100% of the surgery down payment shall be forfeited. **The surgery down payment, the agency fee and travel arrangement fee shall be forfeited if the pre-surgery medical examination takes place in Prague day before/at the day of the surgery and reveals that the surgery cannot be performed due to medical reasons.** The surgery down payment in CHF (or the equivalent in EUR) paid by the patient shall be refunded to the patient immediately if the medical examination reveals that the surgery is not recommended for medical reasons and will not be recommended in the future either and a medical certificate confirming this is provided to BB.

If the desired doctor is not able to perform the surgery for health or other important reason,



a doctor with a comparable level of technical competence shall perform the surgery and the patient shall be immediately informed about such change.

If the patient changes his/her travel details (for example the day of departure or the number of passengers) after the receipt of a reservation confirmation for the accommodation and/or transfer booked as per the patient's initial information, a processing fee of CHF 30.- shall be charged for adjustments to the accommodation/transfer reservation.

The private clinic for plastic surgery and all its specialists for plastic surgery guarantee a cost-free remedy of any surgery performed by them in case the result of such surgery is objectively unsatisfactory from an aesthetic point of view and the patient claims such remedy within 12 months after the surgery. The clinic for plastic surgery is solely responsible and liable for the fulfilment of its obligation with respect to a surgery remedy. In no event shall BB be liable for any unsatisfactory surgery results and surgery remedies.

## **5. Liability**

Since BB acts exclusively as an intermediary between the patient and the physicians and the clinics mentioned in the foreword, the intermediary shall be solely liable for services agreed in the agency agreement.

BB shall in no event be liable for any medical, travel or accommodation services, since these services are agreed exclusively between the patient and third parties.

BB shall in no event be liable for any deficiencies in the provision of services by third parties and damages to persons or property which may be incurred by the patient in connection to the agency agreement between the patient and BB.

BB's own liability arising from a culpable violation of its agency obligations shall remain unaffected by the above provisions.

The liability of BB shall in any case be limited to wilful intent and gross negligence, excluding all direct, indirect and consequential damages. Furthermore, BB assumes no guarantee of success with respect to the agency agreement. In no event shall BB be liable for the correctness or completeness of the published information. Any liability of BB in connection to the content of the published information is hereby excluded.

## **6. Privacy**

If a return call, consultation and/or surgery appointment is desired, personal data are collected, such as, the patient's name and contact details.

The information received by the patient is used exclusively for provision of the services agreed in the agency agreement. For this purpose, BB shall be entitled to pass on patient's data to third parties in Switzerland and the Czech Republic (including the specialist clinic and specialists referred to in the foreword) which are responsible for the performance of the



services agreed with the patient.

BB is entitled to request any patient data from the specialist clinics or specialists referred to in the foreword should this data be required to provide the services agreed with the patient in the agency agreement or to provide postoperative care.

### **7. Amendments**

**BB reserves the right to adjust its services and prices of the services at any time. BB reserves the right to amend the TCs at any time.** An amended TCs version shall only be part of an ongoing agency agreement if the amendment is accepted by the patient.

### **8. Applicable law and jurisdiction**

The TCs and the agency agreement are governed by to the Swiss law. The courts of Zurich shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection to this TCs.

### **9. Severability clause**

Should individual provisions of the TCs prove to be invalid, ineffective or unfeasible, the validity, effectiveness and fulfilment of the remaining parts of the TCs shall not be impaired thereby. The ineffective provision shall be deemed to be replaced by a provision that comes closest to the purpose and purpose of the ineffective provision.

Meilen, 01.03.2020



## SURGERY APPLICATION FORM

Name \_\_\_\_\_ Surname \_\_\_\_\_ Birthday \_\_\_\_\_

Street \_\_\_\_\_ ZIP Code/City \_\_\_\_\_

Tel \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

How did you find out about Bohemian Beauty GmbH? \_\_\_\_\_

Desired treatment / body area \_\_\_\_\_

Desired date of surgery \_\_\_\_\_

Desired surgeon \_\_\_\_\_

Pre-surgery internist examination by an internist from BB network (Switzerland):  
(please tick the appropriate box)      Yes       No

### I have read and agree with the Terms and Conditions:

Place, Date \_\_\_\_\_ Signature \_\_\_\_\_

**I hereby confirm that I don't consume any soft or hard drugs (smoking and moderate drinking of alcoholic beverages excluded) and that I am not a member of any religious or other community that rejects blood transfusions.**

SIGNATURE: \_\_\_\_\_

#### Important Notice:

Surgery dates and prices can only be guaranteed if the surgery down payment and agency fees are paid immediately after the receipt of an invoice.



## REGISTRATION - TRAVEL ARRANGEMENT

Please fill in this form should you wish that your travel and accommodation in Prague is organised by Bohemian Beauty GmbH.

Accommodation reservation from: \_\_\_\_\_ to: \_\_\_\_\_

Number of persons: \_\_\_\_\_

Name and surname of accompanying persons: \_\_\_\_\_

Arriving by: (please tick the appropriate box)

Airplane	<input type="checkbox"/>
Car	<input type="checkbox"/>
Train	<input type="checkbox"/>
Bus	<input type="checkbox"/>

Pickup from the airport: (please tick the appropriate box) Yes  No

Have you been vaccinated against COVID19 for the second time: Yes  No

And when: \_\_\_\_\_

Accompanying person – Dentist appointment: Yes  No   
(If your accompanying person is interested to make a dentist appointment, we are happy to provide you with a voucher for a free initial examination incl. 3D-X-ray. The initial examination shall be paid in Prague after the appointment and the paid amount will be deducted from the invoice for the next treatment.)

I wish that Bohemian Beauty GmbH organizes my travel to Prague for a flat fee of CHF 30.-.

Place, Date \_\_\_\_\_ Signature \_\_\_\_\_