

# General Terms and Conditions of Centrum pohybové medicíny Pavla Koláře a.s. for Provision of Healthcare Services and Related services in “Chodov” and “Waltrovka” Establishments (Departments) in relation to “Provision of Administration and Organisation Services”

The Provider:

## **Centrum pohybové medicíny Pavla Koláře, a.s.**

with its registered office at Prague 5 - Jinonice, Walterovo náměstí 329/2, PSČ 158 00, ID No.: 24788902 registered in the Commercial Register kept with the Municipal Court in Prague, File No. B 16816 (the “**Provider**”)

Pursuant to Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (the “**Civil Code**”), the Provider defines the following general terms and conditions for the provision of healthcare services and related services at its departments in the part related to the provision of “administration and organisation services” (the “**T&C**”):

### **I. Provision of Services**

The Provider is the operator of a non-governmental healthcare facility and the healthcare provider within the scope of the decision on registration of a non-governmental healthcare facility of 19 January 2012, as amended. The Provider provides services in the “Chodov” establishment at Pyšelská 2361/4, 149 00 Prague 4, and/or the “Waltrovka” establishment at Walterovo náměstí 329/2, 158 00 Prague 5, (both establishments the “**Departments**”). The Provider provides its clients with the following services on the basis of an agreement for healthcare within the relevant programme:

- a) Healthcare services pursuing a therapeutic objective and additional services closely related to this healthcare, both services paid for from health insurance company and services not paid or not fully paid for by a health insurance company;
- b) further commercial services related to healthcare according to the Provider’s offer;
- c) services of administration and organisation of the services provided.

Healthcare services pursuing a therapeutic objective and additional services closely related to this healthcare (whether paid for from public health insurance or not) will always be provided by the Provider to the clients in the structure and quantity indicated and recommended by the Provider and, within this framework, based on the client’s individual orders.

The services provided by the Provider that are not paid for or not fully paid for from public health insurance are charged to the clients according to the applicable Provider’s price list, which is available at the Provider’s Departments.

These T&C do not apply to healthcare services and related services (including commercial services related to healthcare according to the Provider’s offer) – their provision is regulated by the applicable legal regulations, namely the Healthcare Services Act.

### **II. Provision of Administration and Organisation Services**

The Provider provides its clients with services of administration and organisation of healthcare services provided within the following scope:

- a) operation of an IT system enabling the arrangement and planning of the provision of healthcare services and related services through the Provider;
- b) storage of client data in the IT system and their safeguarding and protection;
- c) creation of preliminary appointments for clients (dates and times) in the IT system (the “**Preliminary Reservations**”);
- d) search for the capacities of the Provider’s medical staff according to the Preliminary Reservation;
- e) changing or cancelling Preliminary Reservation not later than 24 hours before the chosen date;
- f) organisation of the Preliminary Reservations according to the client’s time needs based on communication with the client and the Provider’s employees;
- g) operation of a reception desk with employees available on the phone during the operating hours stipulated by the internal regulation;
- h) ensuring a comfortable environment for the clients (e.g. WiFi, magazines/newspapers);
- i) other services of organisational nature if agreed with the Provider in a written agreement.

The services are deemed to be provided in the Provider’s establishments (Departments) at “Chodov”, Pyšelská 2361/4, Prague 4, and “Waltrovka”, Walterovo náměstí 329/2, Prague 5.

The specific services of administration and organisation of healthcare services provided may also be provided on the basis of a written agreement entered into between the client and the Provider on the provision of healthcare services and related services, and it sets out the level of administration and organisation services provided to the client and the Provider’s fee for such services.

### **III. Creation of One-off Preliminary Appointment in IT System Free of Charge**

A preliminary appointment for the provision of each requested healthcare service or related service is created in the IT system for each client on a one-off basis (one Preliminary Reservation for each individual healthcare service). The creation of the one-off Preliminary Reservation in the IT system for a specific healthcare service or related service is an administration and organisation service provided free of charge. The date and time of the Preliminary Reservation confirmed by the client either orally (by telephone) or in writing (by email) is entered by the Provider’s employee in the IT system, and the client is obliged to appear at the given date and time at the given Department or cancel the Preliminary Reservation not later than within 24 hours in advance, with the use of contact details according to Art. V. of these T&C; if the client fails to do so, the client is obliged to pay a contractual penalty according to Art. VI. of these T&C.

#### **IV. Provision of Services of Administration and Organisation of Healthcare Services Based on Written Contract**

Based on mutual agreement, the Provider enters with clients into written healthcare agreements that define the specific scope, level, conditions, and time of provision of administration and organisation services. For the purposes of entering into a written agreement providing, *inter alia*, for services of administration and organisation of healthcare services, it is possible to contact the Provider's reception personnel, with the use of the contact details specified in Art. V. hereof.

#### **V. Processing of Personal Data**

The client provides the client's personal data in relation to the provision of administration and organisation services. The Processing of personal data is governed by the document titled the "Information Memorandum on the Processing of Personal Data".

The document is available at [www.cpmk.cz](http://www.cpmk.cz) and at the reception desk of each Department. The document is presented to the clients together with the entry questionnaire prior to commencement of the provision of services by the Provider.

#### **VI. Contact Details, Authorised Employees of Provider, Operating Hours**

Administration and organisation services are arranged by the Provider's employees on business days according to operating hours of each given Department; the current operating hours are displayed on the website at [www.cpmk.cz](http://www.cpmk.cz). Contact details for making an appointment, changing or cancelling the Preliminary Reservation: Tel: +420 222 204 304, Email: [recepce@cpmk.cz](mailto:recepce@cpmk.cz).

#### **VII. Contractual Penalty for Frustrating Service by Client**

If, within administration and organisation services provided on a one-off basis or on the basis of a written agreement, the Preliminary Reservation is made for the client in respect of healthcare service or related services, and the client fails to appear at the Provider's Department at the appointed time without having changed or cancelled the appointment, either in person or using the contact details according to Art. VI of these T&C at least 24 hours in advance, the Provider is entitled to a contractual penalty in the amount of CZK 500; the contractual penalty may be charged at a reduced rate (may be reduced) based on the Provider's decision if this is warranted by the circumstances under which the entitlement to the contractual penalty was established. The contractual penalty will be charged by means of a tax document that may be handed over directly to the client if the client arrives at the Department or sent electronically (by email) to the client's contact details. The contractual penalty is payable no later than within 14 days from the date of sending (or handing over) the tax document to the client.

#### **VIII. Consumer Protection, Defective Performance**

Agreements the subject of which are the provision of administration and organisation services made orally or in writing are deemed to be concluded on the Provider's business premises – directly at the relevant Department. The relevant agreements are performed immediately after their conclusion; the client is not entitled to withdraw from the agreement for healthcare if its performance has already commenced, unless agreed otherwise with the Provider. If the client considers that services within the part of "administration and organisation services" have been provided to the client improperly (with defects), the client has to exercise the right following from the improper (defective) performance at the relevant reception desk of the Provider's Department without delay, but not later than within 3 business days of finding the relevant defect.

In the case of services of administration and organisation of healthcare services, performance is deemed to be improper (defective) in particular, if there has been an error in organisation of the appointment, and the client is thus not examined at the given time, or if an examination is delayed by more than 2 hours as a result of an organisational error on the part of the Provider. Any later complaints will be disregarded. Defects in subsequent healthcare services are not deemed to be defects of administration and organisation services. The Provider will remedy a defect of an administration and organisation service by providing the relevant performance repeatedly or by offering a discount on the price of the performance corresponding to the scope of the defect. If a service cannot be provided for reasons on the part of the Provider, the Provider will refund the fee or part thereof, if already paid, in cash to the client at the Department.

In case of any consumer dispute between the Provider and a client, as the consumer, that follows from an agreement, where the dispute cannot be resolved by a mutual agreement, the client may file a petition for the out-of-court settlement of the dispute with an entity authorised to deal with the out-of-court settlement of consumer disputes, namely: The Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, Email: [adr@coi.cz](mailto:adr@coi.cz), website: [adr.coi.cz](http://adr.coi.cz).

#### **IX. Changes to T&C, Final Provisions**

The Provider reserves the right to change the T&C unilaterally. Each client is subject to the version of the T&C valid and effective at the time when the provision of the relevant service starts under these T&C. The relevant provisions of the Civil Code will apply to any rights and obligations not provided for in these T&C. The Parties may deviate from the T&C and agree on rights and obligations differently in a written agreement providing for the rights and obligations of the Parties in the area of provision of healthcare services.

The T&C are published by displaying them at the Provider's Departments, and they are freely available at the reception desks of the Departments. The authorised employee of the Provider will inform the client of the wording of the T&C when making an appointment for the services at the Department. The client will be informed of any change to the T&C directly at the Provider's Department or by displaying the T&C on the Provider's website. A client may reject a change to the T&C and terminate the contractually arranged provision of services within three months of the effective date of the changes without stating a reason. The notice of termination will be effective as of the last day of the calendar month in which it is delivered to us. If it is delivered less than ten days before the end of a month, it will become effective as of the last day of the calendar month following the delivery.

**These T&C are effective from 1 August 2019; their wording replaces the current T&C; therefore, they cease to be valid.**