

General commercial conditions for medical care provision and its payment in medical facilities of the company Soukromá klinika LOGO s.r.o.

I. Introductory provisions

- 1) These General commercial conditions /hereinafter referred to as the "Conditions"/ regulate the process of arrangement of contracts of medical care provision and its payment by and between the Private clinic LOGO s.r.o. /hereinafter referred to as the "Clinic"/ and its clients, and at the execution of the contracts.
- 2) These Conditions relate to the Clinic employees, representing the Clinic at the arrangement and execution of the contracts pursuant to Article I/1 of these General commercial conditions, and to the Clinic clients. At the same time, these Conditions are an integral part of the contract of medical care provision and its payment as concluded between the Clinic and its clients, regardless the form of the contract concluded.
- 3) The medical care as understood for the purposes of these General commercial conditions is the provision of medical services in the area of clinical logopaedics, otorhinolaryngology, phoniatics, clinical psychology, rehabilitation, neurology and psychiatrics, and furthermore in other areas, for which provision the Clinic shall obtain certification in the future.

II. Arrangement of contracts of medical care provision and its payment

- 1) The conclusion of the contract of medical care provision and its payment shall be, in individual cases, decided on and the relevant contracts shall be concluded solely by the Clinic statutory body, and, based on an authorization, by other Clinic medical staff with a special competence.
- 2) If not otherwise determined by the Clinic in an individual case, the contract of medical care provision and its payment must have a written form.
- 3) Applications for conclusion of the contract of medical care and its payment are accepted and drafts of the contracts including all their annexes are prepared and personally discussed with the Client by an authorized nurse or a medical assistant. At the discussion the nurse or the medical assistant shall instruct the patient about the patient's rights and obligations pursuant to law and in compliance with the Clinic internal rules; the nurse or the medical assistant shall obtain the patient's consent to these rights and obligations, except for a so-called informed consent or a negative statement pursuant to provisions of Cl. 31 and following, Article 372/2011 Coll., on medical services.
- 4) By the signature under the contract of medical care provision and its payment the Client's legal representative, at the same time, takes on all debts, resulting for the Client from this contract, considering that due to this legal reason the legal representative becomes a debtor as the original debtor together with the Client. The Client's legal representative does so pursuant to provisions of Cl. 1892 section 1, Civil Code.

III. Some conditions of contracts of medical care provision and its payment

- 1) The medical care is provided based on a written contract, unless the Clinic agrees with the Client on a different form of the contract. This contract may be amended or cancelled solely by another written agreement of both parties.
- 2) The medical care is principally provided against payment, unless the Clinic exceptionally agrees with the Client on the medical care provided free of charge. At the same time, the payment is understood, for the purposes of this contract, as the medical care payment effected by the Client's relevant health insurance company based on the Client's health insurance; and for the part not covered by the insurance, as the Client's direct payment. Unless otherwise agreed between the Clinic and the Client, the payment amount shall be established according to the Clinic Pricelist, payable in advance and cash.
- 3) Unless expressly otherwise agreed in the relevant contract of medical care provision and its payment, the value added tax is not included in the direct payment, and the Clinic is entitled to account this tax and collect from the Client extra the agreed payment amount.
- 4) In case of the medical care provided in an inpatient form, included in this type of care is the Client's insurance for the case of the Client's injury, damage to the Client's things, and for all the time of the medical care provision, for the case of the so-called medical care cancellation due to reasons on the patient's side. This takes place based on the contract of insurance No. 50 970530 10 concluded by and between the Provider and the insurance company Kooperativa pojišťovna a.s. The Client shall be obliged to pay a compensation to the Clinic for the insurance at amount according to the Clinic Pricelist, payable at the same time as the payment for catering and hotel services.

- 5) If not expressly otherwise agreed in the relevant contract of medical care and its payment, and if the payment is not payable in advance, the Client's direct payment is due within 14 days at the latest from the delivery of the written account/invoice.
- 6) For the case of default on fulfilment of the Client's payment obligation within an agreed term or within the term as determined in these General commercial conditions, the Client shall be obliged to pay the Clinic an interest on late payment at amount of 0.1 % of the debt amount for each commenced day of default.
- 7) In case of the medical care provision in the inpatient form the Clinic shall be obliged to enable, on the Client's legal representative's request, also reception of the legal representative for the inpatient care, if, with regard to the Client state of health, if the legal representative's whole day presence is necessary and if the Provider's operational conditions so allow.
- 8) In case of the medical care provided in the inpatient form the Client is entitled to deposit money, jewels, and other valuables in the Clinic special custody for the time of the medical care provision. The Clinic is liable for a possible damage to money, jewels, and other valuables, which were not deposited in the Clinic special custody, in the meaning of provisions of Cl. 2948 section 1, Civil Code.
- 9) After finishing the care pursuant to the contract the Clinic shall be obliged to familiarize the Client with the results in the form of a written check-out medical report, thereby the Clinic's obligation to provide the agreed care shall be considered as fulfilled.
- 10) Unless otherwise agreed in the relevant contract of medical care provision and its payment, this contract shall be concluded for a period of time needed to provide the agreed medical care in the agreed or necessary scope.
- 11) The Client is obliged to furnish the Clinic with collaboration at fulfilment of the Clinic's obligation pursuant to the contract of medical care provision and its payment, especially by
 - a) A personal participation at execution of relevant diagnostic and therapeutical performances in the terms as per the Provider's instructions
 - b) An independent practicing of prescribed exercises also out of the Provider's medical facility in the scope and at the frequency as per the Provider's instructions
 - c) Reporting all changes to data, which is the base of fulfilment of both parties' obligations pursuant to this contract
 - d) Giving back all borrowed aids and materials
 - e) Observing the operating rules for patients.
- 12) The Client is obliged to refrain, for the period when the care is being provided pursuant to this contract, from his/her person being treated in a different medical facility of the same professional specialization as the care provided by the Clinic for the same or similar disease.
- 13) The Clinic and the Client are entitled to withdraw from the contract of medical care provision and its payment by a written statement under the conditions compliant to the relevant legal regulations resulting from the general provisions of the Civil Code, Act No. 372/2011 Coll., on medical services and Act No. 48/1997 Cool, on public health insurance, with effect as of the day of withdrawal.
The Clinic is also entitled to withdraw from the contract with effect as of the day of withdrawal within the notice period of three months, which begins to run on the day of this contract entering into effect, and moreover, in case of a breach of obligation, resulting for the recipient from the provisions of Article III/6 and III/7 of the General commercial conditions.
- 14) The Client agrees that the Clinic takes audio-video records of the medical care being provided to the Client, especially for the Clinic's control, educational, and scientific and research purposes. The Client agrees that the Provider uses the records for the a/m purposes including their presentation in the relevant scientific and other similar community, and as a part of the Clinic's offer to potential recipients of medical and other services. This consent is awarded pursuant to the relevant provisions of Act No. 101/2000 Coll. on personal data protection.
- 15) The Client agrees to be informed about the Clinic's offer of the medical and other similar services in email messages to the Client's e-mail address.

IV. Some of Client's other rights and obligations

- 1) The Client has the possibility to waive the right of giving information on his/her state of health pursuant to provisions of Cl. 32 section 1, Act No. 372/2011 Coll., on medical services.
- 2) The Client has the right to reserve an accurate and true information on an unfavorable diagnosis or prognosis of his/her state of health pursuant to provisions of Cl. 32 section 2 letter c/ of Act No. 372/2011 Coll., on medical services.
- 3) The Client has the right to designate persons who may be informed on his/her state of health, who may look in his/her medical documentation and who may in case of his/her incapability express an agreement/disagreement with the medical service provision, or express this agreement/disagreement instead of him/her.
- 4) The Client has the right to ask the Clinic supplementary questions relating to his/her state of health and to the proposed medical services.
- 5) The Client has the right to look in the medical documentation kept about the medical care provided to him/her and make extracts and copies thereof pursuant to provisions of Cl. 65 section 1, Act No. 372/2011 Coll., on medical services.
- 6) The Client has the right to file a complaint of the Clinic's methods when providing the medical services pursuant to provisions of Cl. 93 and following of Act No. 372/2011 Coll., on medical services, and the right to file a remedy to the Public health department of the relevant Regional Office against the way of handling his/her complaint by the Clinic. The Client has the right of being familiarized with the Clinic's internal guideline on a complaint handling and registration.
- 7) The Client has the right to partly or totally refuse to award consent to the proposed services provision or to repeal the consent in a written statement/negative statement/pursuant to provisions of Cl. 34 section 4 and section 5, Act No. 372/2011 Coll., on medical services. For the effect of the consent a repeated piece of information is necessary about the Client's state of health with a possible notice saying that failure to provide the proposed medical services can seriously injure or threaten the Client's health or life.
- 8) The Client has furthermore the right of
 - a) Medical services provided at the appropriate level
 - b) Respect, dignity, consideration and respect for privacy
 - c) Asking for consulting services from another provider
 - d) Continuous presence of a legal representative, if the Client is a minor or a person deprived of legal capacity
 - e) Presence of a person close to or designated by the patient, provided that this does not interfere with the provision of services
 - f) Information on the price of provided medical services
 - g) Information of names and surnames of medical staff who are participating in the medical services provision
 - h) Information on whether persons preparing for the medical profession will also participate in the medical services provision; the Client has the right to know their first names and surnames, and has the right to prohibit their participation in the provision
 - i) Prohibition of the presence of persons who are not directly involved in the provision of the medical services

V. Client's rights resulting from faulty performance

- 1) The Client has rights resulting from the Clinic's potential faulty performance, especially the right of the fault removal free of charge or replacement of the faulty performance with a faultless one. In case of a non-removable fault the Client has the right of a reduced price or withdrawal from the contract.
- 2) The Client is obliged to complain of the potential faults of the Clinic's performance immediately after the fault was found out within 2 days at the latest from the fault finding out. In case of the provided catering services, consisting in failure to comply with the specified measure or weight, the Client is obliged to raise the complaint before commencement of consumption. The Client is obliged to file the complaint of the faults of the provided catering services due to an insufficient quality and temperature of the served dishes immediately after tasting.
- 3) The right from the faulty performance /complaint/can be asserted in words or in writing with the relevant Clinic employee ensuring the faulty performance, or with the Clinic statutory bodies. The Client may also assert this right even with another Clinic employee who is obliged to take over the complaint and hand it over to the relevant employee.
- 4) In the interest of a quick settlement of the complaint it is of purpose that the Client also submits to the Clinic documents of the faulty service together with the complaint and a possible written evidence of the fault. If the complaint character so requires, the Client is also obliged to submit the thing affected by the complained of fault together with the complaint.

- 5) The Clinic is obliged to issue a written acknowledgement for the Client of the raised complaint, which shall contain a specification of the fault-affected service, fault specification, method of the complaint settlement preferred by the Client, date, and signature. For an obviously illegitimate complaint it is possible to include in the acknowledgement a statement of the complaint rejection due to a/m reason.
- 6) The Clinic is obliged to decide on the filed complaint without any unnecessary delay, as a rule within 3 days from the complaint delivery.
This term does not include the time needed for an expert assessment of the complained of fault. The Clinic is obliged to fulfill its obligations resulting from the recognized complaint within 30 days from the complaint filing, unless both parties agree, in an individual case, on a longer term.
- 7) In cases not regulated by these Conditions it is proceeded pursuant to general provisions of the Civil Code on the rights from faulty performance in compliance with the relevant provisions of Act No. 634/1992 Coll., on the consumer protection.
- 8) In case of contradiction of this part of the General commercial conditions with the general legal regulations the legal rules resulting from those legal regulations shall prevail.

VI. Final provisions

- 1) The Clinic also reserves the right to proceed, in individual cases, in a way different from these Conditions.
- 2) These Conditions by no means affect the rules resulting for the medical services provision from the Civil Code, Act No. 372/2011 Coll., on medical services, from other legal regulations related to these services, and lege artis rules for medical professions.
- 3) These Conditions may be amended or cancelled by the Clinic solely by another written instrument.
- 4) These Conditions or their extract can be looked in at the Clinic reception desk at Vsetínská 20, Brno, and at the Clinic's website.
- 5) These Conditions enter into effect on the day 1st September, 2017.
- 6) The company address as per Register of companies: Vsetínská 527/20, Štýřice, 639 00 Brno
- 7) Given in Brno on the day 1st September, 2017.



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