



Terms of Business

Purpose of the Website

The information contained in the website is intended for those interested in learning more about BodyClinique and the services it offers and does not constitute a commercial offer, an advisory service or a professional engagement between the user and BodyClinique.

While the information on our website is regularly updated, BodyClinique cannot be responsible for any inaccuracies, omissions or outdated information that it may contain. We do not warranty or claim that any information presented on our website is correct or accurate. All such information cannot be relied upon in making any medical diagnosis or decisions. Neither BodyClinique nor its employees directly or indirectly practice medicine, or give medical advice. Information presented on our website, in our brochures, booklets, leaflets and sales documents is compiled from a variety of sources and should not be used for medical advice or in place of a professional consultation with a doctor. We act as an intermediary providing access to surgery in our partner hospitals and clinics.

Descriptions, pictures, and examples of treatments shown on our website (and on links to other websites) are merely representations of treatments that can be arranged. Whilst BodyClinique believes such information to be accurate, it shall not accept liability for inaccuracy of such information. Prices shown on the website are for guidance purposes only and may bear no relation to prices quoted or invoiced.

Our website contains links to resources located on sites maintained by third parties, over whom we have no control. For this reason, we can accept no liability for any material contained on those sites or the accuracy or legality of information contained therein.

Our Responsibilities

BodyClinique will undertake to provide you with arrangement services relating to surgical procedures outside the U.K. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease prices. The booking is not accepted until the date shown on the invoice, which will be sent to you once the deposit has been received. It is only then that a contract exists between us.

All hospitals and clinics are inspected by us, and their surgeons and physicians carefully vetted. We cannot, however, warranty or guarantee the levels of service provided by hospitals, clinics, doctors or surgeons. We hold no medical qualifications. We do not carry any responsibility for the work of the surgeon, hospital/clinic and its staff. Your contract for medical and surgical treatment is with your hospital/clinic and surgeons, and all the medical and surgical work undertaken is the responsibility of the hospital/clinic and surgeons. We do not accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of hospitals, clinics and other suppliers in respect of the provision of goods and services to you directly or indirectly in connection with any package organised by



us on your behalf .We may give you pre-operative and aftercare instructions and advice as directed by your doctor/surgeon. Should you fail to follow such advice and instructions and there is loss injury or damage resulting, we cannot be held liable. We do not accept any financial liability in the unlikely event that the surgeon judges that you are not fit enough to undergo surgery.

We make every effort to offer the highest levels of service. Our reputation for high standards is paramount and therefore at all times we try to source the highest quality healthcare. If you believe that our service is failing in any way, please contact us immediately so that we can try to rectify it as soon as possible!

Medical Questionnaires and Confidentiality

By returning to us a completed medical questionnaire and photographs you agree to allow BodyClinique and the hospital/clinic to use these items for purposes limited to medical use only. We ensure that any information given to us is treated in a highly confidential manner and will only be sent to your hospital/clinic. Your medical questionnaire will be returned to you, if so requested, once you have completed your procedure. We will not disclose any information to non-medical third parties without your written permission. We facilitate the transfer of information and medical records between you, your doctor or specialist, and the hospital/clinic's surgeon or physician. Any medical information that is stored temporarily by us about you is held in a secure environment and is not listed or associated elsewhere by us, thus retaining confidentiality. These policies exclude any disclosure which we are required to make by law. BodyClinique cannot be held legally liable for any medical or financial consequences if you give false information or fail to complete the questionnaire thoroughly and honestly or do not disclose to the medical staff at your hospital/clinic your full medical history.

If you are under the age of 18 at the time of your proposed procedure we will require written parental consent to the procedure prior to confirmation of booking.

Pricing Information and Payment Terms

The price agreed at time of booking will include your surgery, consultation with the surgeon and other specialists necessary to your procedure, any pre-operative tests the surgeon requires (WLS patients only), accommodation at the hospital/clinic depending on surgery requirements, air flights, transfers from the airport to the accommodation on arrival and the reverse transfer for departure, your accommodation for the duration of your stay, food and post-operative follow-up consultations with the surgeon and BodyClinique. You are liable for any other costs that you incur such as additional meals, use of telephone etc. at the hotel, or stay at accommodation not booked through us. Pre-operation tests for plastic surgery patients can be arranged at the plastic surgery clinic for a fee of £150.

Upon booking a procedure a deposit of £500 of the total cost is payable in order to secure surgery dates. After your booking is taken, and the deposit received, a booking confirmation and balance invoice will be sent to you detailing the total cost due. Full payment is due not less than 1 (one) calendar month before departure. If you do not pay in full 1 (one) calendar month before departure, we



reserve the right to cancel your booking, and cancellation charges will apply. If you make a booking within 1 (one) calendar month of your departure date, then you must pay the full cost of the treatment package at the booking stage. Treatment will be refused if payment has not been made in full prior to departure date.

In rare exceptional or unforeseen circumstances and there may be additional costs incurred for reasons of extra treatment, an extended hospital stay arising from your selected procedure, extra hotel or other accommodation days or further medication not included in the original agreed package price. Should this result in additional expenses, these will be discussed with you and a provisional cost indicated. It will be your responsibility to arrange payment of any such additional charges direct to the supplier.

Co-operation and health details

As part of the contract to provide weight loss/plastic surgery we ask patients to pass to us, in order that we can transmit to the surgeon, certain medical details, pre-operative tests weight charts etc. Also we ask for certain pre-operative preparation for surgery to be followed by the patient. If the patient fails to provide this information in good time before surgery, or fails to comply with the pre-operative preparations or if there is any non-disclosure (wittingly or unwittingly) of relevant medical information, and the surgeon refuses to perform surgery or postpones surgery on arrival at the hospital/clinic/ as a result of such failure or nondisclosure, all payments made for the treatment will be retained by BodyClinique, and the contract will be treated as a cancellation without notice - see below. Any additional costs (such as the cost of re-arranging flights, transport and accommodation) will be the responsibility of the patient.

Postponement of procedure for medical reasons (all procedures)

On rare occasions a medical condition of which the patient and the hospital/surgical team were hitherto unaware will come to light during the pre-operative tests carried out by the hospital which could cause the planned procedure to be postponed or deferred. The surgical team will evaluate the risk involved in the procedure and agree a course of action with the patient in these circumstances. If postponement or deferral of surgery is deemed necessary, then the patient will be asked to return at a future date when the medical condition has been rectified. There will be no additional charge, other than the costs involved in any re-scheduling of flight, transport and hotel accommodation for the return visit. If the patient decides not to return for the planned procedure, or if the medical condition is such that the planned procedure is not possible, BodyClinique will retain 70% of the price paid for the procedure to cover the costs of all the investigations, the hospital charges and administration costs.

Changes & Cancellation Policy

If you decide to change your booking, we must be notified of the decision immediately. The change of booking will not be considered confirmed until BodyClinique issues a revised Booking Confirmation. We will charge an administration fee of £50 for each amendment, and will pass on to you any increased air fare or other transport charges incurred

In the event that you should wish to cancel a booking, we must be notified of the decision in writing. The cancellation will take effect from the day the written confirmation is received. The following charges shall apply, based on the date on which notification is received prior to scheduled arrival at destination country:

1. If notification is received prior to issue of Booking Confirmation, we will charge no fee.
2. If notification is received more than 14 full working days prior to scheduled arrival we shall charge a fee the equivalent to your deposit, plus any flight & accommodation charges we incur.
3. If notification is received between 14 and 5 full working days prior to scheduled arrival we shall charge a fee of 50% of the total invoiced cost
4. If notification is received less than 5 full working days prior to scheduled arrival we shall charge the full package price and retain 100% of any amounts paid to date.

Travel Information and Passports

After we have received your final payment, you will receive an information pack for your visit, together with a detailed receipt.

Travel arrangements between your home and the arrival airport are your responsibility. You must ensure you arrive on time for your scheduled appointment. You are responsible for the provision of all necessary valid documents. BodyClinique does not take any responsibility should there be a delay in your flight or if your travel documents are not valid or insufficient.

All UK nationals will require a valid full passport for travel to the Czech Republic. No visas are required by UK nationals at the time of going to press. Please ensure that you check your flight timings carefully.

We can only advise of the requirements for British passport holders. For other passport holders and for British passports endorsed in any other way, enquiries should be made at the Czech Embassy.



Circumstances beyond our Control

By circumstances beyond our control, we mean any event which we or the supplier in question could not foresee or avoid, after taking all reasonable care. In the unlikely event of our having to cancel or significantly change your booking, we will contact you to discuss this and you can either rearrange your procedure with us or cancel your booking and be granted a full refund. BodyClinique will not be liable to pay any compensation, expenses, losses or any other amount or otherwise accept responsibility if we have to change your booking after departure or if we or our suppliers cannot provide your procedure as agreed, or you suffer any loss or damage of any description as a result of circumstances beyond our control.

BodyClinique is not liable for any compensation should our suppliers be unable to provide the service as agreed upon. We are not responsible for any unexpected circumstances requiring further costs and expenses which are beyond the subject of the contract, or which are beyond our control which we cannot foresee and avoid having taken all reasonable care.

It is your responsibility to ensure you arrive for your appointment at the agreed time. This obligation applies to the performance of the procedure itself as well as to pre-surgery examination and any necessary consultation visits. Should you arrive more than 30 minutes late your surgeon/hospital/clinic may cancel the Appointment with no obligation to refund any amounts paid. Alternative dates and times may be offered, and any resulting additional costs will be your responsibility.

It is your responsibility to arrange travel insurance for the duration of your visit, in accordance with your needs.

BY PLACING A BOOKING WITH BODYCLINIQUE, YOU ARE BOUND BY THESE TERMS & CONDITIONS UNLESS AGREED OTHERWISE IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTES OF THE EUROPEAN UNION.