

## GENERAL TERMS AND CONDITIONS

### INTRODUCTION

These General Terms and Conditions of **Medicanima s.r.o.**, with its registered office at Křižíkova 710/30, Karlín, 186 00 Prague 8, ID No. 141 16 898, reg. no. C 360744 at the Municipal Court in Prague (hereinafter referred to as the "**Clinic**"), govern certain relationships between the Clinic and the Client in connection with the provision of services in veterinary care (hereinafter referred to as the "**Services**") and form part of the contract for the provision of Services.

A contract between the Client (the animal's owner or keeper) and the Clinic, represented by the attending veterinarian or veterinary staff, may be concluded either in writing or without a written contract, based on the Clinic's confirmation of a written order from the Client, a telephone order, a verbal agreement at the Clinic, or an on-site visit to the Client (hereinafter referred to as the "**Contract**"). The Contract is binding for both parties. An order includes orders submitted and confirmed electronically or those made through the web form on [www.medicanima.cz](http://www.medicanima.cz).

The Client is obliged to familiarize themselves with these General Terms and Conditions before placing an order or concluding the Contract. By placing an order, the Client confirms that they have read, understood, and agree to all provisions. An oral or written confirmation of the order by the Clinic also constitutes the conclusion of the Contract.

### RIGHTS AND OBLIGATIONS

The Clinic reserves the right to decide whether to conclude the Contract and, accordingly, whether to provide the Services and treat the patient. This does not apply in cases of immediate danger to the patient's life, where the Clinic is obliged to treat the patient to the extent necessary to prevent the patient's death if possible.

The Clinic may unilaterally withdraw from an already concluded Contract if the Client fails to provide necessary cooperation required for the Service. Should the Clinic withdraw, it will provide the patient with emergency care to prevent suffering, health damage, or other harm that could be prevented by emergency care. The Clinic is entitled to remuneration for the provided emergency care.

The Clinic considers the person listed in the Pet Passport or the Client who brings the patient (animal) for treatment as the patient's owner (hereinafter referred to as the "**Owner**"). Only the Owner will be provided with information regarding the patient's health. After treatment or hospitalization, the Clinic will release the patient exclusively to the Owner unless a third party, authorized by the Owner, presents a written power of attorney with the Owner's notarized signature.

In cases of urgent action necessary to prevent, avoid, contain, and control dangerous infections or ensure the health safety of animal products, the attending veterinarian or veterinary assistant does not require the Client's consent for such action.

The Clinic is not responsible for the outcome of the patient's treatment but is responsible for ensuring that all procedures and treatments are carried out following the latest knowledge in veterinary medicine.

The Clinic is responsible for the entrusted patient during the treatment period. If the Client terminates the prescribed treatment (Service) or fails to comply with instructions, the Clinic, attending veterinarian, or veterinary staff is not responsible for any resulting health complications or the patient's death.

The Client is not authorized to enter areas where animals are hospitalized, even if their own patient is hospitalized. Only the attending veterinarian has the authority to permit a visit. Any visit can only take place in the Clinic's public areas as designated by the attending veterinarian.

In addition to Services, the Clinic also provides supplementary services, mainly the sale of veterinary medicines, food, toys, and accessories.

Prescriptions and medicines may only be issued to the Client following the issuance of a prescription or by recording this in the patient's file. Unregistered or unprescribed medicines cannot be issued.

## **SERVICE BILLING AND PAYMENT**

The total price for the Service includes fees for medical procedures by the attending veterinarian or veterinary assistant, costs of laboratory tests performed, costs of consumed medicines and medical supplies, and any additional procedures within the scope of the provided Service.

An estimated price for the Service will be provided to the Client upon request before the start of the Service; however, the actual price may vary depending on the specific course of service delivery. The Clinic will promptly notify the Client of any such changes.

For complex procedures, the Clinic may require a deposit from the Client before providing the Service, up to 100% of the estimated price. If the deposit is not paid, the Clinic may refuse to provide the Service, without prejudice to the provisions in these Terms regarding emergency care.

For anticipated complex procedures (operations, time-consuming examinations, custom medication preparation), the Clinic may charge a cancellation fee if the Client fails to appear for the scheduled procedure without appropriate notification or fails to collect prepared medication. The amount of the cancellation fee and specific payment terms will be outlined in the Contract. The Clinic may offset the cancellation fee against the Client's deposit.

Prices are quoted inclusive of VAT.

Payment for Services may be made in cash and/or by credit card unless otherwise agreed between the Clinic and the Client.

If the Client cannot fulfil their obligation to pay the fee for the Services in full, they must inform the attending veterinarian or veterinary staff immediately. The Client acknowledges that in case of a payment delay, interest on arrears will be added to the amount due as determined by applicable legal regulations. The Clinic is entitled to transfer the claim against the Client to a third party without requiring the Client's cooperation.

To secure the claim, the Clinic may request (in justified cases, even before providing the Service) the Client's acknowledgment of debt, issuance of a security bill, or other guarantees.

## **OWNERSHIP OF RADIOGRAPHS AND OTHER PATIENT RECORDS**

Provision of the Service may include making records of the patient, such as radiographs and laboratory test results. Even if a fee for these tests and interpreting the results is charged, the resulting record remains the property of the Clinic. Upon request, the Client may receive a copy if feasible, covering associated costs.

When switching to another veterinarian, the Client is entitled to a paid release of the patient's file.

During treatment or hospitalization, the Clinic's staff may take photographs or other audiovisual records of the patient and use them for marketing and/or publication purposes. If the Client objects to such publication, they must inform the attending veterinarian or staff in writing before the Service begins.

## **DATA PROTECTION**

The Clinic is obliged to maintain confidentiality regarding information obtained in connection with its professional activities unless released from this obligation by the Client. This does not affect the obligation to report certain facts to state authorities when required by law.

All personal data is confidential, used only for fulfilling the Contract, and not disclosed to third parties. Personal data provided by the Client is collected, processed, and stored in compliance with Czech law, especially Act No. 101/2000 Coll., on Personal Data Protection, as amended. The Client consents to the collection and processing of their personal data for the purposes of fulfilling the Contract, until they express disapproval in writing. The Client has the right to access their personal data and to correct it, along with other legal rights related to these data.

Unless otherwise agreed, communication between the Clinic and the Client will take place via telephone, data box, or email to the agreed addresses.

## **INSURANCE**

The Clinic declares that it is insured and will maintain insurance throughout the period of Service provision to cover the risk of damages arising during Service provision to the Client.

If the patient is insured, the Client must inform the Clinic before starting the Service. In the absence of patient insurance or refusal of reimbursement by the insurer, the Client must pay the full fee for the Services.

## **COMPLAINT TERMS**

The Client must report any complaints or grievances regarding the Service provision immediately to the attending veterinarian or staff. Complaints can also be submitted in writing via email at [info@medicanima.cz](mailto:info@medicanima.cz) or by mail to MEDICANIMA s.r.o., Voctářova 18, 180 00 Prague 8.

Complaints related to incorrect diagnosis or choice of therapy, including possible complications, will not be considered if the Client conceals important facts about the patient, provides incorrect information, or fails to comply with previously prescribed therapy.

The Client may change the attending veterinarian or veterinary clinic. Upon request, the Service will be terminated, and the patient will be released to the Owner or transferred to another facility.

Upon early termination of the Service, the Client must pay incurred costs for the Service up to that point or other expenses incurred by the veterinary clinic for this purpose. The same applies in the case of the death of a patient admitted for treatment.

### **CHANGES TO THE GENERAL TERMS AND CONDITIONS**

The Clinic will publish information on changes or termination of Services, primarily through its website. The Clinic is entitled to amend the General Terms and Conditions. Changes will be announced on the Clinic's website.

### **FINAL PROVISIONS**

Veterinarians and animal owners must comply with applicable EU and Czech legislation, particularly the Veterinary Act No. 166/1999 Coll. and Act on the Protection of Animals against Cruelty No. 246/1992 Coll., as amended, to ensure animal welfare and health protection.

These General Terms and Conditions take effect on October 1, 2022.