

# **\*\*GENERAL TERMS AND CONDITIONS**

Consolidated with Amendments  
(effective from 1 December 2016)\*\*

## **GENERAL PROVISIONS**

The Emineo Egészségügyi Szolgáltató Korlátolt Felelősségű Társaság (registered office: 1117 Budapest, Nádorliget utca 8/B. ground floor 1.; company registration number: 01-09-916628; tax number: 14718456-2-43) as **Service Provider**, and the **Client** using the services (hereinafter jointly: **Parties**) conclude contracts regarding the provision of healthcare services. Unless otherwise agreed in writing between the Parties, these **General Terms and Conditions** (hereinafter: **GTC**) shall apply to such contracts.

These GTC shall apply generally to all matters not expressly regulated in the individual Service Agreement between the Service Provider and the Client (patient), and shall form an integral and inseparable part of the agreement between the Parties.

By signing the service agreement (patient information sheet, consent form, etc.), the Client acknowledges that they have read, understood and accepted the GTC as binding on themselves.

The Service Provider is entitled to amend the GTC unilaterally at any time. Such amendments shall be published on the Service Provider's website and displayed in the waiting area at least **15 days prior to entering into force**.

The amended GTC becomes effective upon publication on the Service Provider's website ([www.emineo.hu](http://www.emineo.hu)).

These GTC enter into force on **1 December 2016** and remain applicable until revoked or amended.

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## **1. DEFINITIONS**

1. **Service Provider:** Emineo Egészségügyi Szolgáltató Kft. (1117 Budapest, Nádorliget utca 8/B. fsz. 1.; company registration number: 01-09-916628; tax number: 14718456-2-43).
2. **Service:** The healthcare and supplementary services defined in Sections 2 and 3 of the GTC.
3. **Client:** The person using the Service Provider's services.
4. **Agreement:** The contract established between the Service Provider and the Client under which the Service Provider undertakes to provide the Services.
5. **On-call service:** A traumatology outpatient clinic operated by the Service Provider on weekdays and weekends without prior appointment.
6. **Clinic:** The Service Provider's premises at 1117 Budapest, Nádorliget utca 8/B and 1117 Budapest, Nádorliget utca 7/B.

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## 2. SERVICES

2.1. The Service Provider undertakes to provide healthcare and related services to the Client or their beneficiaries (e.g. child, family member) in accordance with applicable laws, professional standards, the Agreement, its annexes, and these GTC.

2.2. The Service Provider declares that it has all material and human resources, general professional liability insurance and official permits required to provide the services.

2.3. All services are provided in compliance with applicable laws and professional rules.

2.4. The Service Provider shall act with due care and diligence, taking the Client's interests into account.

2.5. During regular opening hours (Monday–Friday), the Service Provider offers the following services for a fee:

- Anaesthesiology
- Internal Medicine (weight management clinic, diabetology, cardiology)
- EMG examinations
- Physiotherapy treatments
- Laboratory tests
- Massage therapy
- Neurophysiology
- Orthopaedics
- Rehabilitation (physiotherapy, manual therapy)
- X-ray imaging
- Sensolite therapy
- Traumatology
- Ultrasound imaging
- Occupational health examinations

2.6. The Service Provider provides the services with the involvement of assistant personnel, including cooperating physicians and other healthcare professionals, at its Clinics.

2.7. The Client declares that they are using the healthcare services in the exercise of their right to self-determination.

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## 3. ON-CALL SERVICE

3.1. The Service Provider operates a traumatology outpatient clinic with on-call service on weekdays and weekends.

3.2. On on-call days, the Service Provider accepts Clients during opening hours without prior appointment.

3.3. The Client acknowledges that the on-call service is provided for a fee.

3.4. If the attending physician determines **before** examination that the Client cannot be treated within outpatient care, the Service Provider does not charge a fee.

3.5. If the physician determines **during** the examination that outpatient treatment is not possible, the physician may charge for the examination and recommend transfer to an inpatient institution.

3.6. In cases under 3.4. and 3.5., the Service Provider may arrange private ambulance transport for a separate fee as listed in the current price list.

3.7. The Client may arrange their own transfer to an inpatient facility, but in such case they leave the Clinic at their own risk.

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## **\*\*4. PROCEDURE FOR USING HEALTHCARE SERVICES –**

### **CLIENT EXAMINATION\*\***

4.1. Except for on-call service, the Service Provider accepts Clients only with prior appointment, which may be made:

- in person,
- by telephone through customer service,
- via email.

The appointment becomes valid upon verbal or written confirmation by the Service Provider.

The Client is informed that telephone conversations may be recorded for quality assurance and documentation purposes.

4.2. By signing these GTC, the Client confirms that they have received full information on the nature of the service, the Parties' rights and obligations, the fees payable, and the contents of these GTC.

4.3. Before any service, the Client may request detailed oral or written information on the treatment. If they do not explicitly request additional written information, the standard forms (information sheet, consent form, medical questionnaire) are considered sufficient.

4.4. To use the services, the Client must provide the following data:

- full name,
- place and date of birth,
- mother's name,
- social security number (if applicable),
- phone number,
- email address.

The Client consents to presentation of ID documents and, if necessary, copying them.

4.5. The Agreement is created when the physician begins filling in the outpatient sheet or, for rehabilitation, when the rehabilitation treatment sheet is signed.

4.6. The Client must inform the physician of all facts relevant to establishing medical history (previous illnesses, treatments, medication use, allergies, risk factors).

4.7. If the Client fails to fulfil their legal or contractual obligation to provide information, the Service Provider is relieved of liability for resulting consequences.

4.8. By signing the outpatient sheet, the Client consents to the storage and processing of medical history and personal data for treatment purposes.

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## **5. CLIENT TREATMENT**

5.1. The Client must appear for treatments at the agreed time and in an appropriate physical and mental condition, otherwise the Service Provider may refuse the service.

5.2. Clients arriving more than 10 minutes late may only be seen if this does not delay the next scheduled appointment.

5.3. Clients should arrive at least 5 minutes before their appointment to check in at reception.

5.4. The Service Provider may prepare or modify a treatment plan, and must inform the Client of any changes by the next session.

5.5. The Client must cooperate with the physician and staff, comply with the Clinic's rules and sign all required legal and medical documents. Refusal entitles the Service Provider to refuse treatment and charge any related costs.

5.6. All documents must be signed by the person receiving the service; representatives cannot sign on behalf of others, except legal guardians or authorised custodians, who act as sureties.

5.7. The Client authorises necessary sample collection for diagnostic purposes.

5.8. X-ray imaging may be required during treatment; the Client must sign consent and acknowledge having been informed of associated risks.

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## 6. REHABILITATION

- 6.1. The Service Provider offers physiotherapy and physical therapy to support recovery.
- 6.2. Rehabilitation sessions require prior appointment. Cancellations or rescheduling within 24 hours incur a charge of 50% of the session fee.
- 6.3. Clients must wear appropriate clean clothing; streetwear is prohibited.
- 6.4. The Service Provider offers rehabilitation passes: 5-session passes valid for 2 months, 10-session passes for 4 months.

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## 7. FEES AND PAYMENT TERMS

- 7.1. Clients must pay the fees listed in the Clinic's posted or online price lists or specified in individual quotations.
- 7.2. Fees for examinations and rehabilitation do **not** include additional services such as X-ray imaging or private ambulance transport.
- 7.3. Fees become due immediately after treatment.
- 7.4. Payment may be made in cash or by bank card.
- 7.5. Where insurance or health fund financing is used, the Client must notify reception. The Client pays the full fee to the Service Provider and seeks reimbursement directly from the insurer or fund.
- 7.6. Services may be used by a close relative of a fund member, subject to statutory requirements and submission of the required declaration.
- 7.7. Late payment incurs **10% annual interest**. The Service Provider may pursue legal action; related costs are borne by the Client.
- 7.8. The Service Provider may refuse further services until outstanding debts are settled.

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## 8. CLIENT RESPONSIBILITY FOR BORROWED DEVICES

8.1. For cardiology diagnostics, the Service Provider may lend a Holter ECG or ABPM device for 24 hours.

8.2. The Client acknowledges that the device remains the Service Provider's property.

8.3. A **HUF 20,000 deposit** is required, refunded upon return of the device in intact condition. Damage or loss may result in withholding the deposit and charging additional compensation.

8.4. The Client declares, under criminal liability, to return the device in proper condition at the agreed time.

8.5. If the device is not returned, or is returned damaged or incomplete, the Client must pay repair or replacement costs within 8 days or reimburse the full replacement value.

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## **9. LIABILITY**

9.1. The Service Provider makes every effort to heal the Client; however, outcomes and recovery times may vary due to individual biological factors.

9.2. The Service Provider assumes no liability for complications resulting from the Client failing to comply with obligations or medical instructions.

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## **10. MEMBERSHIP CARD AND DISCOUNT COUPON**

10.1. Under individual agreements, the Service Provider may issue discount membership cards and coupons.

10.2. Issuance and initial postal delivery costs are borne by the Service Provider.

10.3. The extent of discounts and eligible services are defined in individual agreements.

10.4. Discounts may be used only with prior appointment.

10.5. Discounts are non-transferable.

10.6. Discounts are valid for 1 year from the date indicated and recorded by the Service Provider.

10.7. Use of discount services extends validity by an additional year.

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# 11. DATA PROCESSING AND DATA PROTECTION

11.1. The Client's personal data must be recorded for service provision. The Service Provider manages data in compliance with Act CXII of 2011 and Act XLVII of 1997.

11.2. If insurance billing is required, the Client consents to transfer of necessary personal data to the insurer or health fund.

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# 12. CUSTOMER SERVICE – COMPLAINT HANDLING

12.1. Customer service contact:

Address: 1117 Budapest, Nádorliget u. 8/B

Phone: (06-1) 203-1288, (06-20) 330-8747

Email: emineo@emineo.hu

12.2. Complaints are accepted only from the Client or authorised representative with the invoice issued at service use.

12.3. If identity cannot be verified, written confirmation may be required.

12.4. The Service Provider responds to complaints within **30 working days**.

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# 13. FINAL PROVISIONS

13.1. Parties shall seek to resolve disputes amicably. Failing this, they submit to the exclusive jurisdiction of the court competent at the Service Provider's registered office.

13.2. For matters not regulated herein, the Hungarian Civil Code (Act V of 2013), the Health Act (Act CLIV of 1997) and other applicable laws and professional regulations shall apply.

13.3. These GTC enter into force on **1 December 2016** and remain valid until amended or revoked.