

**GENERAL TERMS AND CONDITIONS
OF APPOINTMENTS AND PAYMENTS FOR HEALTH SERVICES PROVIDED BY
“PALEY EUROPEAN INSTITUTE SP. Z O.O.
WITH ITS REGISTERED OFFICE IN WARSAW”**

§1.

1. Any reference in this document to:
 - 1) **Terms and Conditions** – shall mean these general terms and conditions of appointments (registration) and payments for health services applicable at PEI, forming an appendix to the PEI health service organisation regulations;
 - 2) **PEI** – shall mean “PALEY EUROPEAN INSTITUTE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ” with its registered office in Warsaw (postcode: 02-972) at: Al. Rzeczypospolitej 1, identified by NIP: 5223125965 and REGON: 380240540, entered in the Business Register of the National Court Register under KRS number: 0000731870, whose registration file is kept by the District Court for the capital city of Warsaw in Warsaw, Commercial Division of the National Court Register, with share capital of: PLN 200,000.00 (two hundred thousand zlotys), entered in the register of healthcare providers under number: 000000226407;
 - 3) **Patient** – shall mean an individual who is a recipient of health services provided by PEI;
 - 4) **Consultation** – shall mean health services provided by PEI in the form of medical consultations and physiotherapy consultations;
 - 5) **Package** – shall mean health services provided by PEI in the form of a rehabilitation holiday and a rehabilitation package;
 - 6) **Health Service** – shall mean Consultations and Packages provided by PEI;
 - 7) **GDPR** – shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Personal Data Protection Act of 10 May 2018 (Journal of Laws of 2018, item 1000).
2. The Terms and Conditions set out the general rules for making appointments (registration) and payments for Health Services provided by PEI.

§2.

**[RULES FOR BOOKING APPOINTMENTS AND PAYING
FOR HEALTH SERVICES PROVIDED BY PEI]**

1. Health Services are provided to patients by appointment, at a time agreed with the patient. Appointments can be made by patients themselves or by a parent or guardian.
2. Patient registration takes place:
 - 1) in person at the facility where the PEI health services are provided;
 - 2) by telephone at: +48 22150 15 10;
 - 3) by email at: zapisy@paleyeurope.com;
3. When registering, you need to provide the patient's name, home address, telephone number and email address of the patient or his/her legal representative.
4. Payment for the Health Services is made in advance. **In order to book an appointment for a Health Service, you must pay for the Health Service in accordance with the provisions of this section.**
5. The fees for each Health Service are set out in the Price List attached as Appendix 1 to the PEI health service organisation regulations. The available payment methods are: quick transfer through the Przelewy24.pl platform, traditional bank transfer, BLIK, and cash at the facility where the PEI Health Services are provided.
6. When you book a Health Service appointment in person at the facility where the PEI Health Services are provided, you can pay in cash or electronically.

7. When you book a Health Service appointment remotely, an email will be sent to the email address provided during registration after the appointment is scheduled, containing the following information:
 - 1) the terms and conditions with the price list (including, but not limited to, the rules for cancelling and rescheduling Health Service appointments);
 - 2) the date of the Health Service, its type, price;
 - 3) a link to make an online payment through the Przelewy24.pl platform, which allows for a quick and safe payment for the Health Service, or bank transfer instructions (depending on the chosen payment method).
8. If you do not accept the Terms and Conditions of Health Services **within 48 hours** of receiving them, and payment for the Health Service has not been made, your Health Service appointment will be automatically cancelled.
9. **In the case of a Consultation, in order to make a booking, you must pay 100% of the Consultation fee within the time specified in paragraph 7 above.**
10. **In the case of a Package, in order to make a booking, you must pay 1000 zloty of the Package fee within the time specified in paragraph 7 above. The balance of the Package fee must be paid up to 10 days before the scheduled start date of the Package. When booking a Package less than 10 days prior to the scheduled start date of the Package, in order to complete the booking you must pay 100% of the Package fee within the time specified in paragraph 7 above.**
11. **It is possible to purchase a pass of hours (10 plus or 30 plus). The condition to keep the package price is to pay for the whole at the time of purchase. The package must be used in a given calendar year (unused hours are not refundable).**
12. PEI will check that the balance of the fee has been paid **10 days before the scheduled** start date of the Package. If the balance has not been paid, PEI will contact you by telephone, text and/or email. If payment of the balance is not confirmed within 24 hours of PEI's attempt to contact you, PEI has the right to cancel the Package and you will be notified.
13. The Contract is concluded upon acceptance of the Terms and Conditions and payment/first payment for the Health Service in accordance with the provisions set out in this section.
14. Upon confirmation of receipt of payment for the Health Service, PEI will issue a receipt or invoice, as appropriate. The above documents will be available for you to pick up at the facility where PEI Health Services is provided, or they will be mailed to the address you provide (depending on your preference).

§3.

[RULES FOR CANCELLING AND RESCHEDULING HEALTH SERVICE APPOINTMENTS]

1. PEI reserves the right to reschedule or cancel a Health Service appointment for compelling reasons beyond its control (including the inability to provide a doctor/physiotherapist due to illness). Any change to the date of the Health Service appointment must be approved by the Patient. If PEI cancels an appointment, the fee paid for the Health Service will be refunded. If PEI reschedules the appointment with the Patient's consent, the fee paid for the Health Service shall be credited to the Health Service on the new date.
2. The absence of the physiotherapist or doctor with whom the Health Service appointment was made is not a valid reason for the Patient to cancel or reschedule the appointment. In such a case, PEI will immediately inform the Patient of the absence of the physiotherapist or doctor and provide a substitute physiotherapist or doctor.
3. Due to the long waiting times for the PEI Health Services, PEI introduces the following rules for cancelling and rescheduling Health Service appointments by Patients.
4. **The Patient may cancel or reschedule a Health Service, under the terms set out in this section, only in person at the facility where the PEI Health Service is provided, by telephone at PEI: +48 22 150 15 10 and +48 797 331 679, or by email at: zapisy@paleyeurope.com, at Neurocenter: +48 22 150 15 17 and +48 537 519 319 or by**

email neurocenter@paleyeurope.com. It is not acceptable to cancel or reschedule appointments by text message (SMS) or via PEI social media (including WhatsApp).

5. The Patient may cancel or reschedule a Health Service appointment **up to 48 hours prior to the scheduled start time**, subject to paragraphs 6–8 below. If the appointment is cancelled within the above period, the fee paid for the Health Service will be refunded. If the appointment is rescheduled within the above period, the fee paid for the Health Service shall be credited to the Health Service on the new date.
6. If a Health Service is cancelled or rescheduled less than 48 hours prior to the appointment, PEI **has the right to retain the entire fee paid for the Health Service**.
7. The Patient may cancel or reschedule an appointment which is part of an already started Package no later than 4 p.m. on the working day preceding the appointment. If you cancel or reschedule an appointment which is part of an already started Package after this deadline, PEI has the right to deduct the price of the cancelled/rescheduled appointment from the fee paid for the Package (calculated proportionally to the fee for the entire Package).
8. In order to obtain a refund of the fee for the Health Service referred to in paragraphs 5 and 7 above, the Patient should complete the Refund Form, a specimen of which is attached as Appendix 2 to these Terms and Conditions. The form can be delivered to PEI in person, by post or by email to the following address: The fee will be refunded to the account specified on the form within 14 days after the form is delivered to PEI.
9. In the event of a fee refund, the Patient will be responsible for any bank commissions and fees, as well as and bank charges in the case of international and foreign currency transfers. In addition, in the case of foreign currency transfers, the risk of changes in the exchange rates shall be borne by the Patient, subject to the situations provided for in the Terms and Conditions.

§4.

[FINAL PROVISIONS]

1. These Terms and Conditions are not intended to exclude or limit the rights arising from mandatory legal provisions to which the Customer is entitled if he/she is a consumer or a business operator with consumer rights within the meaning of Article 7aa of the Consumer Rights Act. In the event of any discrepancy between the content of the Terms and Conditions and the aforementioned legal provisions, the mandatory legal provisions shall prevail.
2. Amicable settlement of disputes and complaints. The consumer may refer the matter to:
 - 1) a permanent consumer arbitration court, with a request to resolve a contractual dispute;
 - 2) the regional trading standards inspector, with a request to initiate mediation proceedings for an amicable settlement of a dispute between the customer and the seller;
 - 3) the district (municipal) consumer ombudsman or a community organisation whose statutory functions include consumer protection, in order to obtain assistance with a contract;
 - 4) the ODR platform. The platform is designed to resolve disputes between consumers and traders: <http://ec.europa.eu/consumers/odr>.
3. PEI reserves the right to amend these Terms and Conditions for important reasons, including but not limited to changes in legislation, to the extent that such changes require PEI to amend these Terms and Conditions, in particular changes in the provisions of the Civil Code, the Consumer Rights Act, as well as pursuant to applicable rulings of the consumer protection agency UOKIK, personal data protection body PUODO or court rulings to the extent covered by the rulings issued.
4. Contracts concluded prior to the effective date of the new Terms and Conditions shall be governed by the version of the Terms and Conditions in force on the date the Customer concluded the Contract.
5. The Terms and Conditions can also be found at www.paleyeurope.com and at PEI reception desk.
6. The fees for the respective Health Services provided by PEI are set out in the Price List which can be found at www.paleyeurope.com and at PEI reception desk.

7. Complaints may be sent by email to recepcja@paleyeurope.com or kontakt@paleyeurope.com with the reference “Reklamacja” (Complaint) or by post to the following address: “PALEY EUROPEAN INSTITUTE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ”, Al. Rzeczypospolitej 1, 02-972 Warszawa.
8. It is advisable to include the following information in your claim: name, correspondence address, email address to which a response to the claim should be sent, if you wish to receive a response to the complaint by email, date of service, type of service complained of, a detailed description of the non-performance or improper performance of the service, the type of remedy requested and your preferred method of notification of the outcome of the complaint. Proof of payment for the Services must be provided with the claim.
9. Complaints shall be considered within 14 days of receipt.
10. The controller of your personal data is **Paley European Institute Sp. z o. o.** with its registered office at Al. Rzeczypospolitej 1, 02-972 Warszawa, NIP: 522 31 25 965, Contact: tel. +48 22 150 15 10.
11. The appendices listed herein form an integral part of the Terms and Conditions:
 - 1) Appendix 1 – Price list of fees for Health Services;
 - 2) Appendix 2 – Refund Form.
12. Your personal data will be processed in accordance with our [Privacy Policy](#).