

ELITE AFTERCARE – TERMS AND CONDITIONS

Why you should read these terms and conditions. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

We intend to rely on these terms and your order. If you require any changes, please make sure you ask for them to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.

In these terms and conditions a reference to "you" and "your" is to the person named on the confirmation invoice (who must be at least 18 years old at the time of booking). If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. In case you are not reachable by the contact details you have provided, we remind you that you undertake the whole responsibility.

A reference to "we and "us" is to Elite Aftercare . You can contact us by telephoning our customer service team at 00 44 (0) 7492 423 253 or by writing to us at info@eliteaftercare.co.uk or at Elite Aftercare Turizm Seyahat Tasimacilik Ve Pazarlama Iç ve Dis Ticaret Ltd Sirketi, Karaova Mahallesi, Sazdegirmeni Yolu Sok, Jappa Green Village, No2/1 A1 Kusadasi, Aydin Izmir Turkey.

The following terms and conditions, together with the information set out on the relevant page of our website and in your itinerary will form the contract between you and us for your Stay.

- **In this agreement:**

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| “Meeting Point” | means the Arrivals Lounge of the relevant airport in Turkey specified in your itinerary as the location we will meet you to escort you to the House. |
| “Surgeon” | means the surgeon who will carry out your cosmetic procedure. |
| “Start Date” | means the date you arrive at the Meeting Point. |
| “Departure Date” | means the end date of your Stay with us. |
| “Departure Point” | means the Departure Lounge of the relevant airport from which you will fly back to the UK |
| “Stay” | means the accommodation and services provided by us from the Start Date to the Departure Date as outlined on our website and in your itinerary. |

“Business Days”	means a day other than a Saturday, Sunday or public holiday in Turkey.
“Cancellation fee“	Cancellation means a fee charged by us to cover our administrative Fee” costs and our extra expenses together with any loss that may occur to us on cancellation of the contract by you.
“Cosmetic procedure(s)”	means the cosmetic procedure(s) as agreed with the Surgeon either before or at the time of your Stay.
“Consultation”	means the electronic communication (by Skype or other suitable alternative) prior to travelling to Turkey with the patient co-ordinator and the Surgeon and the face to face consultation with the Surgeon in Turkey prior to surgery.
“EU”	means the European Union
“Package”	means any services agreed to be provided to you and identified in your itinerary
“UK”	United Kingdom
“VAT”	Value Added Tax
“House”	Property located by Izmir neighbourhood.

- **What is in the Package**

- Our role is to facilitate the introduction of the Surgeon to you for the purposes of the cosmetic procedure(s) and provide accommodation, transport and other services to facilitate a comfortable Stay in Turkey while you undergo the cosmetic procedure(s) and for the agreed recovery period following surgery. The following items are included in your Package:

- Initial consultation with your patient co-ordinator and the Surgeon by Skype or other similar and suitable means of electronic communication;
- travel from the Meeting Point and return to the Departure Point (which is likely to be the same place). You will be picked up from the Meeting Point by a private chauffeur and an English speaking member of staff.
- travel to and from the House for all appointments with the Surgeon;
- accommodation and all meals taken at the House (unless otherwise stated in the itinerary);
- a person able to communicate in English and the local language to accompany you to appointments with the Surgeon during your Stay
- the services of one or more English-speaking staff during your Stay.

- The following items are not included

- any flights to and from Turkey - you will need to book your own flights and these should be flexible in case there is a need to change flight dates for any reason;
- or any transport from the airport to the Meeting Point or from the Meeting Point to the airport (if the Arrivals Lounge of the relevant airport is agreed not to be the Meeting Point);
- all costs incurred before you board transport at the Meeting Point and after you return to the Departure Point;
- travel insurance, health insurance or any other insurance
personal to you;
- passport and visa costs;
- vaccinations and medication, before, during and after the Stay;
- food and drink over and above what we include in the Package;
- gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

- **Before you travel**

- You must provide us with the following:
- A copy of any prescriptions you have which sets out any medication you require and/or are taking and any instructions issued by your doctor.
- Confirmation of travel or other insurance you have taken out to cover your cosmetic procedure/s and aftercare. It is your responsibility to satisfy yourself as to the extent and adequacy of your insurance cover.
- Turkey is not part of the EU so the European Health Scheme will not be applicable. Please provide emergency contact details and those of your next of kin.
- As Turkey is not part of the EU, we will require your express written consent, to be signed and returned to us before any medical information is provided to the Surgeon or otherwise communicated outside the UK for the purposes of your Stay.
- Your Inbound and Outbound flight details.

- **Booking your cosmetic procedure(s) and Stay**

- When we receive your deposit or confirmed flight information, we will send you a confirmation of your booking. The contract between us comes into existence at that time and incorporates these terms and conditions. If we are unable to accept your booking, we will of course return your payment to you as soon as reasonably practicable and in any event within 14 days of receipt after we have cut out our reimbursement costs from the total amount.
- You are required to provide your personal details, details of your insurance, special requests (where reasonably practicable for us to provide), medical conditions, next-of-kin and passport details by completing a form we shall send to you which must be returned to us not less than 5 Business Days before the commencement of your Stay. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, you will be responsible for any damages that may occur and we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work and damages that is required as a result.
- The Surgeon will be a qualified medical practitioner registered in Turkey with Ministry of Health. However, please note that all surgery carries risks to life and health and the results of some aspects of cosmetic procedures are subjective and are not guaranteed, You accept, declare and undertake herewith, that Elite Aftercare has no responsibility regarding the attainment of the medical treatments -including but not limited to anaesthesia and surgery-.

- **Payment**

- After agreement on the type of cosmetic procedure(s) and on the date the treatment is to be supplied, a deposit of 25% of the price of your Package is payable by you.
- You can pay by bank transfer, cash and debit/credit card methods.. Additional bank surcharges may apply for debit/credit card payment.
- The balance of the price for your package is payable latest on the day your surgery will be made or if convenient prior to your surgery.

- **Surcharges and refunds**

- The prices given on our web site and in our consultations and your itinerary are calculated as costs current at the time of booking your Package. There may be an increase or decrease in price if there is a change in transportation costs (including the cost of fuel), any local taxes chargeable or currency fluctuations, which exceed more than 2% of the price of your Package. Any such increase or decrease in price will be directly attributable to the change in price we are charged and we will notify you of this as soon as possible, and you declare and commit in advance to pay these amounts within 5 days from the moment you are informed, not later than the day of your departure.
- Should any further costs be incurred by you which are not stated to be included by us in these terms or your itinerary, you commit to pay these expenses. The covered amount will be invoiced you on your date of departure.
- All costs for the Package are exclusive of VAT where applicable.

- **Changes and cancellations by you**

- We will try to accommodate any changes you may wish to make to your itinerary. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm in writing whether you wish to go ahead with the change. Herewith you accept and declare in advance that Elite Aftercare has no responsibility until the reservation confirmation is sent to us upon your written consent regarding the changes you wish to make on the itinerary, and that the agreement will be established when Elite Aftercare sends a written confirmation.

If we are able to make the change and you wish to go ahead, you agree to pay for any additional cost of a different arrangement. Please note that an airline may treat a change as a cancellation and create a new booking, charging a 100% cancellation fee.

- Only the person who made the booking for the Stay may cancel (except in the event of death or serious illness or injury of that person, when the next of kin previously notified to us, may do so on production of satisfactory evidence of such death or incapacity, when the power of attorney is submitted to us and when the representative makes the cancellation). The cancellation takes effect from the date at which a written notification reaches our patient co-ordinator. We reserve the right to charge up to £250 GBP from your deposit as a Cancellation Fee. You accept and commit that even if upon the cancellation a reservation is made for a different date, the first deposit will not be reimbursed.

- Cancellation of your contract with us can be made no less than 5 Business Days before the cosmetic procedure(s) date but please note that any cancellation may have an impact on your flight arrangements. In some circumstances the terms of booking your flight may mean that you may not be able to cancel these.
- If you cancel less than 10 but more than 5 Business Days before the cosmetic procedure(s) date, we reserve the right to charge up to £500 GBP from your deposit as a Cancellation Fee. If you cancel less than 5 Business Days before the cosmetic procedure(s) date, we reserve the right to charge up to £750 GBP from your deposit as a Cancellation Fee. Additional to all these cancellation fees, you accept and declare that in case we have extra and compulsory expenses we reserve us the right for additional collection of these amounts.
- If circumstances beyond our control force you to leave the Stay early, you will be liable for any additional costs, services and work.
- As the purpose of the Stay is ancillary to cosmetic procedure(s) it is not possible to transfer your booking to another person. You accept in advance that your transfer demand may cause unilateral unjust cancellation as a result.

- **Changes and cancellation by us**

- We reserve the right to change or cancel cosmetic procedure(s) dates where circumstances arise which are beyond our control. For example, this may be necessary because the Surgeon is unable to perform the procedure on the agreed date e.g. illness or injury of the Surgeon or the requirement for an emergency procedure for another patient, you accept and commit that if we are unable to fulfil our obligations in full and in time due to reasons outside our control like all kind of delaying and/or impediment compelling reasons (force major), strikes, lock-outs, war (declared or not declared), civil war, terror, earthquake, fire, flood, adverse weather or geological conditions, social or political events, currency issues, flight and accommodation issues, we will not be responsible.

In the event that the compelling reasons continue for 15 days, the continuance, suspension, cancellation of this agreement or any other kind of liquidation the parties will negotiate. In case that no result is reached only Elite Aftercare has the right to cancel this agreement unilaterally. Under these circumstances the other party will not demand any right, compensation or debt, except those which have occurred until the date of cancellation.

- We shall tell you about small changes which do not significantly alter the information we have given you about your Stay or your Package before the cosmetic procedure(s) date. If we think a necessary change is important in that it materially changes the information we have given you about your Stay or your Package, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative cosmetic procedure(s) date (paying or receiving a refund / credit in respect of any price difference), or to cancel and accept a full refund.
- If such problems occur during your Stay, we will make alternative arrangements so as to comply as closely as possible with the description in your itinerary.

- If a problem occurs which is so serious that we have to cancel cosmetic procedure(s) before the Departure Date, you may choose to accept either an alternative cosmetic procedure(s) date (paying or receiving a refund/credit in respect of any price difference in the Package) or a full refund of all money paid.
- You accept, declare and commit that we are not liable to you and / or any third party, for loss or damage occasioned by you or loss of your Stay when circumstances arise which are beyond our control.

8.6. We advise that you ensure all flight bookings which you make related to your Stay can be altered without cost to you and we are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us in the circumstances set out in 8.5 above, such as changes to times of flights or other travel arrangements.

- **Travel Insurance**

- It is a condition of booking a Stay with us that you take out appropriate travel insurance and any other insurance you consider necessary. This must include cover for the cost of any cancellation by you and the cost of assistance including repatriation in the event of an accident or illness. You must send us proof of cover at least 5 Business Days prior to departing from the UK. By making this requirement we are not giving any warranty that the cover you have bought is relevant or adequate and no responsibility is existent if it is not relevant or adequate. See clause 3.1.3.
- In situations where material and non-material harm and loss of lives occur, except cases of gross negligence, we have no liability and if even in cases of gross negligence any compensation of harm by you remains within the scope of the insurance, you accept, declare and commit that our party has no liability for these damages.

- **Passport, Visa and Health Requirements**

Please note carefully:

- you should make sure your passport is valid for at least six months after the date of return from your Stay;

- Remember to apply for any necessary visa in good time; you can obtain a visa upon arrival in Turkey or alternatively obtain an e-visa online prior to departure. Please refer to our website for further details.

In any event of you not being accepted to this country or in case of your deportation, the cancellation provisions of these terms and conditions will be applied and you accept and declare in advance that any extra expenses and damages made or to be made from our side will be collected from you.

- check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre www.nathnac.org **HYPERLINK "http://www.nathnac.org/".**
- If you need emergency professional medical care during your Stay, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.
- You agree to repay to us all costs we incur in providing this assistance which must be reimbursed to us at the time of incurring them or before your Departure Date of your Stay. In case the assistance mentioned in the terms and conditions is applied, you have to face extra fees, service of assistance is no obligatory service which has to be provided from our side, in case that this service could not be provided, you accept and declare that we have no liability. Where relevant we will give you a receipt for you to pass to your travel insurers.

- **Stay Information**

Approximately 5 Business Days before the Start Date, we shall confirm the details of/send you an itinerary of information relating to your Stay. This information will include:

- the location of the Meeting Point and time of meeting you and the Departure Point;
- the full address of the House and GPS coordinates;
- the relevant dates of the Stay;
- the details of the transport to be used; (keep in mind that these can change)
- the name, address, telephone number and identification of the representative who will meet you at the Meeting Point

- **Accommodation**

- The House's are situated within one of the most tourist attracted neighbourhood of Izmir. The accommodations consists of a private double bedroom. Some include ensuite shower and balcony. You may bring one other person of your choice along with you who must be over the age of 18. We will provide accommodation and meals at the House for the person of your choice but they will be responsible for any additional costs and expenses they incur including their flights and expenses made by us will be invoiced and collected from you latest before your departure.

- The following facilities and services will be provided in your personal room;
 - Ensuite shower and balcony (subject to availability)
 - Television with European cable.
 - Free Wi-Fi.
 - Hair-dryer and fresh towels daily.
 - Intercom for emergency response.
 - Air Conditioning

- The following facilities and services will be provided throughout the Villa;
 - Kitchen with all meals taken in the House prepared or obtained for you by our staff.
 - Upstairs and downstairs bathrooms.
 - Television with European cable.
 - Ironing facilities and washing machine.
 - Free Wi-Fi.
 - Air Conditioning.

- Where we provide facilities such as Wi-Fi and European cable Television, we cannot guarantee that the facilities will function as required. We will however make reasonable efforts to correct, as soon as is reasonably practicable, any failure of function that is within our control.

- Smoking within the House is not permitted at any time during your Stay. This includes e-cigarettes and vaping. Any recreational drugs or drugs which have not been prescribed by either your doctor or Surgeon are strictly prohibited. You accept that any results which occur from the use of these are not under our liability.

- You and your guest will have a double bed in your rooms during your Stay.

- We will use our best efforts to procure that your bed sheets and towels are changed on a daily basis and your room will also be cleaned on a daily basis unless you request otherwise. Please be aware that although we will make all reasonable efforts to prevent it, due to the hot and sometimes humid climate, the odd flying insect or ant is expected to enter the House.

13. Our Liability to you

- 13.1 Elite Aftercare staff are not medical professionals therefore shall not provide medical treatments.
- 13.2 We are liable for all kind of loss, damages and harm only and only in case of our party's gross negligence. In case that any harm occurs regarding services given by us or except of this service and harm results due to work or procedure, even if gross negligence exists, you accept and declare that we are not liable. If we fail to comply with the terms of the agreement and if you suffer loss and harm due to our violation of contract or our failure of showing appropriate care and competence, even if the result is foreseeable, here we will only be liable in case of gross negligence, moreover you accept that we are not responsible for an unforeseeable loss, damage or harm.
- 13.3 Elite Aftercare assumes no responsibility or liability for any treatment or other services rendered by surgeon or medical practitioner, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services. These aspects are governed by the terms and conditions of the applicable law and legal health practices.
- 13.4 Elite Aftercare assumes no responsibility or liability if the Surgeon decides that you are not fit enough to undergo surgery and has to return without the planned treatment (even though it was seen you were available in the beginning of the consultations). In this case you are entitled to refund of any unspent balance of your treatment cost. Cost of tests, consultations and other incurred costs will be deducted from that balance. The administration fee is non-refundable and will also be deducted.
- 13.5 Elite Aftercare will not accept liability for any loss or damage, direct or indirect, caused by your failure to follow the instructions and advice given by the Surgeon or us.
- 13.6 Elite Aftercare will not accept liability, direct or indirect, for any loss or damage arising as result of the services performed by the Surgeon.
- 13.7 We only supply our services for your private use. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.8 Our total liability under the contract with you, shall not exceed the price of your Package. Should we are obliged to compensate any damage exceeding the price that are actually paid to us by the result of any court/arbitrage order, then we would be entitled to reimburse it to you.

- **Limitations on our liability**

We want you to enjoy your Stay with us. We shall use our best efforts to make your Stay comfortable for you. Nonetheless, we must make clear the limitations of our services. We are not liable to you for:

- any event or incident or omission which occurs before you board our transport at the Meeting Point or after you leave our transport at the Departure Point;
- any problem arising from your failure to reach the Meeting Point on time for whatever reason (though we will use reasonable endeavours to assist you upon request by you and at your cost where we incur additional expense);
- any aspect of goods or services you buy or accept other than those arranged or supplied by us;
- medical problems or physical difficulties, even if you have told us about them in advance;

- medical emergencies not due to our negligence.;
- all kind of medical, material and no-material loss and damages caused by hospitals, physicians and/or nurses realizing the plastic surgery and providing services afterwards beside us;
- changes we reasonably make to an itinerary provided they do not materially affect the nature of the services we provide or their cost ;
- problems or issues which we could have resolved whilst on your Stay but which you raise only after your return.
- injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
 - the act or omission of you or anyone in your party;
 - the act or omission of a third party not connected with the provision of your Stay.
- any services we have not provided. The services and features included in your Stay are those specified on our web site and in your itinerary. If you choose to buy other goods or services during your Stay, those are not part of the Package we provide, even if arranged at your request through our staff. Accordingly we are not liable to you for any event or omission in connection with the provision of that service or those goods and in case these services are provided you are liable to pay any extra expenses until the day of your departure.
- **Local standards**
- We aim to provide a high standard of care and service. However laws, standards, culture and attitudes are different in many countries from what you might reasonably expect at home. We are not responsible for standards of service, safety, hygiene and behaviour provided by third parties not under our control during your Stay which may be lower than you are used to or which you expected.
- You accept and declare that we will only be responsible of harm and loss occurring due to our gross negligence for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers) and only for the rest amount of your existing insurance.
- **What we need from you**
- To satisfy the majority of our clients, we apply “no smoking” rules in the House in the same way that they are applied by law in the UK. Please note however, that we cannot prevent third parties from smoking in a bar or restaurant.
- If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you agree and declare to repay us before your Departure Date at the end

of your Stay. We are not responsible for any delays of bank accounts or blockages and in case the total amount of the payment has arrived on our bank accounts you accept that this act has been fulfilled.

- If at any time, it is our opinion (given by any of our staff) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other guests, clients or our staff, we may exclude you from the accommodation for the remainder of your stay. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of others. In these cases we reserve the right to cancel the contract unilaterally and you accept in advance that the fee will be collected in whole.

- **Complaints**

We shall try hard to provide a comfortable Stay but, if we fail in any material way to do so, please raise any issue with your patient co-ordinator immediately either in writing or, if urgent, orally or by telephone. If your complaint is not dealt with to your satisfaction at the time of reporting it, then you should give us full details in writing, immediately on your return.

- **Miscellaneous**

- In this agreement unless the context otherwise requires:
- a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
- any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

Annex -1 "Patient Info Form", Annex-2 "Anaesthesia Assessment Form", Annex-3 "Anaesthesia Consent Form " and Annex-4 "Surgery Consent Forms" are all annexes to this agreement and considered as inseparable and integral part of this Agreement.

Annexes and the agreement are to be signed as one copy by the authorized representatives or in person by the parties, the original of the Terms and Conditions will be taken under guarantee by Elite Aftercare, a copy with the expression "True Copy of the Original" will be prepared and laminated by Elite aftercare and forwarded to you. If you wish you can get a notary public approval of the Terms and Conditions at your own expenses.

- For the purposes of the Data Protection Act 1998 you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party whom we nominate and who requires your personal data in order to implement the contract between us. In view of the nature of the services provided to you this includes your sensitive personal

data, specifically your medical data or any data about your health. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

- The parties agree that electronic communications satisfy any legal requirement that such communications be in writing and they accept and declare that all documents sent by electronic communication to their provided contact addresses will be accepted as received and notified the same day as they are sent.
- In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- This agreement does not give any right to any third party or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies.
- Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled only in accordance with Republic of Turkey law and jurisdiction forum shall be Izmir Courts and Execution offices

Elite Aftercare Tur. Se. Taş. ve
Paz. İç ve Dış Tic. Ltd Şti.

Client - Patient

Signature

Date
