

ELITE AFTERCARE – TERMS AND CONDITIONS

Please read these terms carefully before you submit your Booking to us. These terms tell you who we are, how we will provide services to you, how either of us may change or end this contract, what to do if there is a problem, and other important information.

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

In these terms, 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 placing the Booking). If we have to contact you, we will do so by telephone or in writing to the email address or postal address provided in your Booking. It is your responsibility to ensure that you are contactable on the contact details provided.

A reference to "we and "us" is to Elite Aftercare Turizm Seyahat Tasimacilik Ve Pazarlama Iç ve Dis Ticaret Ltd ("Elite Aftercare"). You can contact us by telephoning our customer service team at: 00 44 (0) 7492 423 253; by emailing us at: info@eliteaftercare.co.uk; or by writing to us at: Yenice Mahallesi, Kamanli Sokak, Kybele Evleri, No: 25/2, Urla, Izmir, Turkey.

The following terms and conditions, together with your booking, will form the contract between you and us for the duration of your Stay.

For information on how we will process your personal data, and to find out more about what your rights are in relation to our use of our personal data, please see our Privacy Policy.

1. Definitions

1.1 The following definitions and rules of interpretation apply in these terms:

Ancillary Costs	any other costs payable by you in addition to the Fees;
Booking	a booking for a Cosmetic Procedure;
Business Day	a day other than a Saturday, Sunday or public holiday in the UK or in Turkey;
Cancellation Fee	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;
Consent Form	the consent form which is sent to you by email after your Booking is made, and which is signed by you when you arrive in Turkey;
Consultation	the email communication, which takes place prior to a Booking, between you and the Surgeon, and/or the face to face consultation between you and the Surgeon in Turkey prior to your Cosmetic Procedure;
Contract	the Contract between you and us, which comprises the Booking and these terms and conditions;
Cosmetic Procedure(s)	the cosmetic procedure(s) as agreed with the Surgeon either before or at the time of your Stay and for which you will sign the Consent Form;
Departure Date	the end date of your Stay;

Departure Point	the departure lounge of the relevant airport from which you will depart Turkey;
EU	the European Union;
Fees	the charges which are payable by you to us for the Package, in accordance with clause 4 (details of which are set out in the Booking confirmation email);
House	the property located in Izmir, Turkey, which you will attend during your Stay;
Meeting Point	the arrivals lounge of the relevant airport in Turkey specified in your itinerary as the location where we will meet you to escort you to the House;
Package	any services which we have agreed to provide to you and which are identified in your itinerary;
Patient Co-ordinator	a person who arranges the initial Consultation for and on behalf of Elite Aftercare, and who is also your nominated point of contact during your Stay;
Start Date	the date on which you arrive at the Meeting Point;
Stay	the accommodation and services which are provided by us from the Start Date to the Departure Date, as outlined on the Website and in your itinerary;
Surgeon	the surgeon who will undertake your Cosmetic Procedure;
UK	the United Kingdom;
VAT	value added tax; and
Website	our website, which is located at www.eliteaftercare.co.uk .

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 A reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 1.2.3 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.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to writing or written includes fax and email.

1.3 Our role is to facilitate the introduction of the Surgeon to you for the purposes of the Surgeon undertaking the Cosmetic Procedure(s) and to provide accommodation, transport and other services to facilitate a comfortable Stay.

1.4 The following items are included in your Package:

1.4.1 the consultation with the Surgeon in Turkey and the Cosmetic Procedure itself;

1.4.2 private transport from the Meeting Point to the House and return transport from the House to the Departure Point. You will be collected from the Meeting Point by a private chauffeur and an English speaking member of staff;

1.4.3 private transport to and from the House for all appointments with the Surgeon;

1.4.4 accommodation and all meals taken at the House (unless otherwise stated in the itinerary);

1.4.5 a person able to communicate in English and the local language to accompany you to appointments with the Surgeon during your Stay; and

1.4.6 access to one or more English speaking staff during your Stay.

1.5 The following items are not included in your Package:

1.5.1 flights to and from Turkey - you will need to book your own flights, and these should be as flexible as possible in the event that there is a need to change flight dates for any reason;

1.5.2 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 not the agreed Meeting Point);

1.5.3 all costs incurred before you board transport at the Meeting Point and after you return to the Departure Point;

1.5.4 travel insurance, health insurance or any other insurance personal to you;

1.5.5 passport and visa costs;

1.5.6 all vaccinations and medication required before, during and after the Stay; and

1.5.7 food and drink over and above what we include in the Package.

2. **Before you travel**

2.1 You must provide us with the following:

2.1.1 a copy of any prescriptions you have which sets out any medication that you require and/or are currently taking, and any instructions issued by your doctor;

2.1.2 if requested, confirmation of travel and other insurance that you have taken out to cover your Cosmetic Procedure(s) and aftercare;

2.1.3 emergency contact details and those of your next of kin. Please note that Turkey is not part of the EU and, as such, the European Health Scheme is not applicable;

2.1.4 your express written consent, as part of the Consent Form, for us to disclose your medical information to the Surgeon (or otherwise outside the UK), for the purposes of your Stay; and

2.1.5 your inbound and outbound flight details.

3. **Booking your Cosmetic Procedure(s) and Stay**

3.1 Once we have received your deposit and your flight information, we will send you an email confirmation of your Booking.

3.2 The Contract between us comes into existence once we send the Booking confirmation to you. Your Booking confirmation and these terms and conditions constitute the Contract.

3.3 If we are unable to accept your Booking, we will return your deposit to you as soon as reasonably practicable, and in any event within 14 (fourteen) days of receipt (after we have deducted any reimbursement costs from the total amount).

3.4 You are required to provide to us:

3.4.1 your personal details;

3.4.2 any special requests (which we will try to accommodate);

3.4.3 details of any pre-existing medical conditions;

3.4.4 contact details of your next-of-kin; and

3.4.5 passport details,

all of which is set out on our personal information form, which will be provided to you within 7 (seven) days of the Booking confirmation.

3.5 **IMPORTANT** - If you do not provide us with this information within such timescales, **or if you provide incomplete or incorrect information, you will be responsible for any damages that occur as a result.** We reserve the right to either end the Contract with immediate effect, or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Package late or not providing any part of the Package if this is caused by you not giving us the information that we need within a reasonable time of us asking for it.

3.6 The Surgeon will be a qualified medical practitioner who is registered in Turkey with the Ministry of Health.

3.7 Please note that all surgery, including the Cosmetic Procedure(s), carries risks to life and health, and the results of some aspects of Cosmetic Procedure(s) are subjective and are not guaranteed. A full list of risks associated with your Cosmetic Procedure(s) will be emailed to you once you have received your Booking confirmation email. You accept, declare and undertake that Elite Aftercare has no responsibility regarding the performance of the Cosmetic Procedure(s), including but not limited to anaesthesia and surgery. You acknowledge and agree that Elite Aftercare is a facilitator of Cosmetic Procedures only, and does not hold itself out as being medically trained or providing any medical care, advice or treatments.

4. Payment

- 4.1 The price of your Package will be the Fees indicated on your Booking confirmation. We take all reasonable care to ensure that the Fees advised to you are correct. However, please see clause 4.2 for what happens if we discover an error in the Fees.
- 4.2 It is always possible that, despite our best efforts, some of our Cosmetic Procedures and Packages may be incorrectly priced. We will normally check the Fees before accepting your Booking so that, where the correct price at the date of your Booking is less than the amount previously stated to you, we will charge the lower amount. If the correct Fees at your Booking date are higher than the Fees stated to you, we will contact you for your instructions before we accept your Booking.
- 4.3 After agreeing the type of Cosmetic Procedure(s) and the date on which the procedure is scheduled, you shall pay to us a deposit of £1,500 (one thousand five hundred GBP), which will be paid by either bank transfer, cash or debit/credit card.
- 4.4 You must pay the balance of the Fees and any Ancillary Costs by no later than the date of your Cosmetic Procedure(s), and in the case of Ancillary Costs which are incurred between the date of your Cosmetic Procedure and the Departure Date, but no later than the Departure Date.
- 4.5 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4 (four) per cent a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 4.6 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

5. Surcharges and refunds

- 5.1 The Fees provided on the Website, during your consultations and within your itinerary are calculated as costs which are current at the time of your Booking. There may be an increase or decrease in your Fees 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 (two) per cent of the price of your Package. Any such increase or decrease in your Fees will be directly attributable to the change in price we are charged and we will notify you of this as soon as possible. You declare and commit in advance to pay these amounts within 5 (five) days of being notified, and no later than the Departure Date.

6. Changes and cancellations by you

- 6.1 We will try to accommodate any reasonable changes that you wish to make to your itinerary, provided you give us reasonable notice. If we are able to accommodate such changes, we will let you know if this is possible and inform you of any alterations to either the Fees, the timescales of the services, or anything else which would be necessary as a result of your requested change. You are required to confirm in writing whether you wish to go ahead with the change. You accept and declare in advance that Elite Aftercare has no responsibility until the revised Booking confirmation is sent to us upon your written consent regarding the changes you wish to make on the itinerary, and that the agreement will commence when Elite Aftercare sends a written confirmation of such change.

- 6.2 If we are able to make the requested change(s) to your Booking, you agree to pay for any additional costs relating to such changes. Please be aware that an airline may treat a change as a cancellation and create a new booking, charging a 100 (one hundred) per cent cancellation fee.
- 6.3 If you end the Contract because of something we have done or are going to do (for example: we have told you about an upcoming change to your Package or these terms which you do not agree to; we have told you about an error in the Fees and you do not wish to proceed; there is a risk that your Cosmetic Procedure(s) will be significantly delayed due to events outside our control; we have suspended (or plan to suspend) the provision of Cosmetic Procedures for a period of more than 4 (four) weeks; or if you have a legal right to end the Contract due to something we have done wrong), the Contract will end immediately and we will refund you in full for any aspect of the Package which has not been provided.
- 6.4 You have 14 (fourteen) days from the date we receive your Cosmetic Procedure(s) deposit to change your mind and cancel the Contract.
- 6.5 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made 14 (fourteen) working days following our cancellation email.
- 6.6 You do not have the right to change your mind in respect of any Cosmetic Procedure(s) which have already been carried out, even if the cancellation period is still running.
- 6.7 If you end the Contract where we are not at fault and the 14 day period referred to at clause 6.4 has ended, you may have to pay us compensation. We may deduct from any refund an amount for the elements of your Package already provided, ending with the time when you told us you had changed your mind.
- 6.8 Please note that the Contract is completed when we have finished providing the Package and you have paid in full.
- 6.9 Only the person who made the Booking for the Stay may cancel (except in the event of death, serious illness or injury of that person, in which case the next of kin previously notified to us, may cancel the Booking on production of satisfactory evidence of such death or incapacity). The cancellation takes effect from the date on which a written notification reaches our Patient Co-ordinator. We reserve the right to charge up to £400 (four hundred GBP) from your deposit as a Cancellation Fee. You accept and agree that even if upon the cancellation a reservation is made for a different date, the first deposit will not be reimbursed.
- 6.10 Cancellation of the Contract can be made no less than 5 (five) Business Days before the Cosmetic Procedure(s) date. 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.
- 6.11 If you cancel less than 10 (ten) but more than 5 (five) Business Days before the date of the Cosmetic Procedure(s), we reserve the right to charge up to 10% of the total quoted cost of your Cosmetic Surgery as a Cancellation Fee.
- 6.12 If you cancel less than 5 (five) Business Days before the date of the Cosmetic Procedure(s), we reserve the right to charge up to 25% of the total quoted cost of your Cosmetic Surgery as a Cancellation Fee.
- 6.13 In addition to the Cancellation Fees, you acknowledge and agree that in the event that we incur additional expenses, we reserve the right to charge you for such additional expenses, provided that they are reasonably and necessarily incurred.

- 6.14 In the event that circumstances beyond our control force you to shorten your Stay, please note that you will be liable for any additional costs, services and work incurred by us during your Stay, provided that such additional costs are reasonably and necessarily incurred.
- 6.15 As the purpose of the Stay is to undertake your Cosmetic Procedure(s), it is not possible to transfer your Booking to another person.
- 6.16 If you have any questions or complaints about the Cosmetic Procedure(s) or any aspect of your Package, please contact us using the contact details set out at the beginning of these terms and conditions.

7. Changes and cancellation by us

- 7.1 If your Cosmetic Procedure is delayed by an event outside our control, we will contact you as soon as reasonably possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of significant delay you may contact us to end the Contract and receive a refund for any services you have paid for but not received in accordance with these terms and conditions.
- 7.2 We may make changes to the Cosmetic Procedures to reflect changes in relevant laws and regulatory requirements. 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.
- 7.3 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 possible, and give you the opportunity to either accept the change, take an alternative Cosmetic Procedure(s) date (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 7.4 If such changes occur during your Stay, we will make alternative arrangements so as to comply as closely as possible with the description in your itinerary.
- 7.5 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.
- 7.6 We may end the Contract at any time by notifying you if you do not make payment to us when it is due, and if you still do not make payment within 48 hours of notification that payment is outstanding.
- 7.7 You acknowledge and agree that we are not liable to you or any third party, for loss or damage occasioned by you or loss of your Stay, when circumstances arise which are beyond our control.
- 7.8 We advise you to ensure that all flight bookings which you make in relation 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 this clause 7, such as changes to flight times or other travel arrangements.

8. Travel Insurance

- 8.1 It is your responsibility to ensure that you obtain sufficient travel insurance which provides you with adequate insurance cover in relation to the Cosmetic Procedure(s). We strongly advise you to obtain sufficient insurance cover prior to your trip (including appropriate travel insurance and any other insurance you consider necessary). This should cover the cost of any cancellation by you

- 11.3.1 en-suite shower and balcony (subject to availability);
 - 11.3.2 television with European cable;
 - 11.3.3 free Wi-Fi;
 - 11.3.4 hair-dryer and fresh towels daily;
 - 11.3.5 intercom for emergency response; and
 - 11.3.6 air conditioning.
- 11.4 We will provide the following facilities and services throughout the House:
- 11.4.1 kitchen with all meals taken in the House prepared or obtained for you by our staff;
 - 11.4.2 upstairs and downstairs bathrooms;
 - 11.4.3 television with European cable;
 - 11.4.4 ironing facilities and washing machine;
 - 11.4.5 free Wi-Fi; and
 - 11.4.6 air conditioning.
- 11.5 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.
- 11.6 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 the Surgeon are strictly prohibited. We will not be responsible for any liability that is incurred if you use such substances before, during or after your Stay.
- 11.7 You and your guest will have a double bed in your rooms during your Stay.
- 11.8 We will use our reasonable 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, flying insects or ants may from time to time enter the House.
12. **Our responsibility for loss or damage suffered by you**
- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Booking Process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

12.3 We are not liable for business losses. If you use any elements of your Package for any commercial, business or marketing purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 Whilst we will always do our best to assist you with any problems which you may encounter after your operation, please note that we are not liable for any non-life threatening post-operative complications which you experience if you fail to contact us to allow us to assist you in rectifying the position and you subsequently seek medical assistance elsewhere.

13. **Local standards**

13.1 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 which are not under our control during your Stay and which may be lower than you are used to or which you expected.

13.2 You acknowledge and agree that we will only be responsible for harm and loss occurring due to our negligence for what our employees, agents and suppliers do (or fail to 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).

14. **What we need from you**

14.1 If at any time it is our reasonable opinion that you are acting in a way which may cause accidents, injuries, discomfort or disturbance to any other guests, clients or our staff, we may exclude you from the House for the remainder of your Stay. As you will no doubt appreciate, this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of others. Should this happen, we will reserve the right to terminate the Contract with immediate effect and you accept in advance that in such circumstances the Fees will be collected in whole.

15. **Complaints**

15.1 We shall try hard to ensure that your Stay is as comfortable as possible. In the event that you do not consider any aspect of your Stay to be satisfactory, please raise any issues with your Patient Co-ordinator immediately either in writing or, if urgent, in person or by telephone. If your complaint is not dealt with to your satisfaction at the time of reporting, please provide full details of the problems you have experienced in writing as soon as possible.

16. **Miscellaneous**

16.1 Annex -1 "Anaesthesia Assessment Form is an annex to this Contract and therefore constitutes part of this Contract.

16.2 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.

16.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean

that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide your Package, we can still require you to make the payment at a later date.

16.6 These terms are governed by English law and you can bring legal proceedings in respect of this Contract in the English courts.

Elite Aftercare Turizm Seyahat Tařimacilik
Ve Pazarlama Iç ve Diř Ticaret Ltd

Client

Signature

Date
