

# Contract for planned hospitalisation and/or elective surgery



Centrum Medyczne  
**Szpital MEDYK**  
w Zimnej Wodzie

Contract number

Entered into on

in Zimna Woda between

Mr/Ms

residing at

with PESEL number

hereinafter referred to as: Patient

and

Centrum Medyczne MEDYK Sp z o.o. Limited Partnership with its registered office in Rzeszów, ul. Fryderyka Szopena 1, 35-055 Rzeszów, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register under KRS No. 0000610346, VAT ID: 8133714748, REGON: 363621086, represented by:

General Partner - Centrum Medyczne Medyk Sp z o.o. with its registered office in Rzeszów, Stanisław Mazur - President of the Board acting on its behalf, hereinafter referred to as: Hospital or CM Medyk

for the performance of a surgical procedure described in Appendix 1 to this contract, constituting Patient Informed Consent Form regarding a surgical procedure.

## § 1

1. Based on this contract, the Patient orders and the Hospital undertakes to subject the Patient to a surgical procedure

scheduled to be performed on

(hereinafter referred to as "Surgery"), described in detail in Appendix 1 to this contract on the basis of a referral issued by an authorised Hospital physician, and to admit the Patient to hospital on terms and conditions specified in the Contract (hereinafter referred to as "Hospitalisation")

2. The services specified in section 1 of this Article shall be provided in CM Medyk facility in Zimna Woda: Zimna Woda 118, 38-203 Szebnie (hereinafter referred to as "Facility").

## § 2

1. The Hospital declares that it has appropriate qualifications, permissions required by law, experienced and qualified personnel for the proper performance of this Contract.

2. The Hospital undertakes to provide medical services being the subject of this Contract with due diligence and according to the requirements set out in the provisions of law.

3. The Hospital has the right to use subcontractors (services of third parties) in the performance of certain obligations incumbent on it under this Contract.

**§ 3**

1. The Patient undertakes to:

- a) on the day of admission to the Facility, have the results of the examination necessary for the performance of the Surgery according to the recommendations of the Hospital physician qualifying the Patient for the Surgery, performed at the Facility at the Patient's expense or provided by the Patient;
- b) provide a written consent for the performance of the necessary procedures, including anaesthesia, surgery and hospitalization.
- c) follow the recommendations of the attending physician regarding preparation for the Surgery.

**§ 4**

1. The Patient declares that:

- a) they have been fully and comprehensively informed about their health status, proposed and possible diagnostic and treatment methods, foreseeable consequences of their use or omission, including the type and purpose of the planned Surgery and other possible treatment methods (instead of the proposed surgery), as well as about the risk and complications that may ensue, the proposed anaesthesia and the possible risk and complications of anaesthesia, prognosis, and post-operative procedures.
- b) they have been informed about the risks associated with the Surgery, i.e. both the risk that may occur in the course of Surgery and in the post-operative period
- c) they have received information about the planned Surgery and documents regarding the planned Surgery, including the Informed Consent Form regarding the Surgery (Appendix 1 to this Contract), and that they have read and understood them, and, in case of any doubts, they will ask the physician for further clarification before signing the Informed Consent Form.
- d) they undertake to sign the previously received forms and information upon admission to the Facility without undue delay.

**§ 5**

1. 1.For the performance of services specified in §1 of the Contract, CM Medyk shall receive payment in the gross amount of  (in words:  ) (hereinafter referred to as "Payment" in accordance with Appendix 2 to this Contract)

2. 2.The Payment includes:

- a)performing the Surgery,
- b)anaesthesia consultation before Surgery
- c)application of standard anaesthesia for the Surgery
- d)the expected period of Hospitalisation in the Facility of up to 24 hours including meals in accordance with the physician's recommendations.

**The cost of the procedure does not include additional costs related to the need to use additional disposable surgical equipment and/or implants.**

3. 3.If the Patient's Hospitalisation extends beyond the period specified in section 2 item d of this Article, the Patient shall pay the gross amount

of  (in words:  )

for every commenced extra day of Hospitalisation beyond the period specified in section 2 item d of this Article.

4. The Payment is payable by

to the CM Medyk bank account No. **93 1930 1392 2001 0002 3429 0001**  
or in cash / with a credit card in the Facility.

**5.** The Patient is obliged to pay the full amount due for the subject of the Contract in advance ("Advance Payment"), not later than 3 days before the scheduled date of the Surgery, to the bank account indicated in section 4 of this Article. The title of the transfer shall include: Patient's full name, Surgery at the Medyk Hospital Medical Centre in Zimna Woda (the Patient shall present the payment confirmation on the day of admission to Hospital).

**6.** The Patient undertakes to cover additional costs, unforeseen on the date of conclusion of this Contract, that may arise during the provision of services specified in the Contract, in connection with the necessary diagnostic and therapeutic procedures, not covered by the Payment, or other services ordered by the Patient during their stay in the Facility and after the completion of Hospitalization ( e.g. transport).

**7.** If it is not possible to obtain the Patient's consent to perform additional services referred to in section 6 of this Article, the Hospital reserves the right to perform all necessary procedures and apply measures necessary to save the Patient's health and life.

The Patient hereby agrees to cover the costs referred to in the first sentence of this section, with the provision that the maximum additional costs charged to the Patient shall not exceed the amount equivalent to 70% of the Payment.

**8.** The patient undertakes to pay for the services referred to in section 3 and 6 of this Article on the day of discharge from the Facility, and not later than within 7 days from the date of the Patient's discharge from the Facility, into CM Medyk bank account indicated in section 4 of this Article.

## **§ 6**

**1.** The Contract is concluded for the duration of the subject of the Contract specified in § 1 of the Contract.

**2.** The Hospital may withdraw from the Contract with immediate effect if the Patient fails to make the Advance Payment within the time limit specified in § 5 section 5 of the Contract or the Patient's refusal to sign the previously received forms and information specified in § 4 section 1 item c.

**3.** The Patient may withdraw from the Contract not later than 5 working days before the scheduled date of the Surgery without any financial consequences.

**4.** In the event of withdrawal from the Contract by the Patient later than specified in section 2 of this Article, the Patient is obliged to reimburse the Hospital for all costs incurred by the Hospital related to the preparation for the provision of services specified in § 1 of the Contract.

**5.** Either of the Parties may withdraw from the Contract with immediate effect in the event of a gross breach of the provisions of the Contract by the other Party.

## **§ 7**

**1.** If it is not possible for the Hospital to fulfil the contractual obligations for reasons beyond the Hospital's control or due to force majeure, the Patient shall be notified without undue delay.

**2.** In the case described in section 1 above, the Parties shall agree on a new date of commencement of the provision of services specified in § 1 of the Contract.

**3.** In the event of failure to perform the subject of the Contract due to the Hospital's fault, the Hospital undertakes to immediately refund the Advance Payment to the Patient in a manner agreed with the Patient.

## **§ 8**

**1.** The issues not covered by this Contract shall be governed by the Civil Code

**2.** In case of a dispute between the Parties regarding the interpretation or application of this Contract, the dispute shall be settled by the competent court of law in Rzeszów.

**3.** The Contract has been drawn up in two identical copies, one for each party.

**4.** The attachments constitute an integral part of the Contract.

**5.** Any changes to this Contract shall be made in writing under pain of nullity.



Signature of the patient and/or legal guardian



Signature of the person authorised to sign contracts

Appendices: 1. Patient or Legal Guardian Informed Consent Form  
2. Patient Application for Private Surgery