

# GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTION

1.1. These General Terms and Conditions (“**GTCs**”) govern the rights and obligations of the contracting parties to a contract for the provision of services (“**the Contract**”) by and between **Cerad s.r.o.**, Company ID: 05464889, with its registered office at Doudova 545/9, Podolí, 147 00 Praha 4, registered in the commercial register maintained by the Municipal Court in Prague, file no. C 335514, acting as the provider of services (“**the Provider**”), and an individual (“**the Client**”) to whom the Provider provides services in the field of healthcare and well-being under the Contract and these GTCs, particularly in the field of psychological counselling, diagnostics, detoxication, psychotherapeutic and addictology care, counselling and consultancy activities (“**the Services**”) in the form of individual consultations or group consultations (“**the Consultations**”). The Provider and the Client are together referred to as the **Contracting Parties**.

1.2. The subject of the Contract is an obligation on the part of the Provider to render to the Client the Services, consisting of the provision of individual or group therapeutic work, and an obligation on the part of the Client to pay to the Provider the price for the Services agreed upon by the Contracting Parties.

1.3. These GTCs constitute an integral part of any Contract entered into with any Client, and they determine and complement certain parts of the Contract's content unless otherwise expressly agreed between the Contracting Parties.

1.4. The Provider declares that it is a healthcare facility and that in certain situations it provides, through Consultations, healthcare services within the sense of Act No. 372/2011 Sb., providing for healthcare services and the conditions for the rendition thereof (the Healthcare Services act), as amended.

## 2. PROVIDER'S CONTACT DETAILS

2.1. Provider's contact details are as follows:

**CERAD s.r.o.**

Doudova 545/9  
147 00 Praha 4

Telephone number: +420 770 143 385

E-mail address: [recepce@neocentrum.cz](mailto:recepce@neocentrum.cz)

Website: <https://neocentrum.cz>

## 3. TERMS OF PROVISION OF SERVICES

3.1. The Services are provided in a consulting room of the Provider's well-being centre at: Voctářova 2436/3a, 180 00 Praha 8 – Palmovka (“**the Consulting Room**”).

3.2. Following a preliminary individual consultation and the provision of information to the Client regarding conditions of and fees for the Consultations, the Provider and the Client have agreed to enter into a Contract. The conditions of and

price for the Services (the Consultations) have been agreed on by the Parties based on the Provider's price list available in the Consulting Room and published on the Provider's website at <https://neocentrum.cz>.

3.3. Immediately upon the payment of a fee for a Consultation, the Provider will confirm to the Client the validity of the booked date of a Consultation session via the Client's contact e-mail. The Client acknowledges that the Consultation will only be provided after payment in full of the fee for the Consultation.

3.4. The price for the Consultation may be paid through prepaid packages of Services (hereinafter referred to as “**Credits**”), which the Client shall pay in advance for an amount determined by agreement of the Parties on the basis of the Provider's price list. In such case, the Client shall always be deducted from the Credits the price of the service in question for each Consultation provided. The Client expressly acknowledges that the Credits cannot be cancelled or refunded.

3.5. The Client is entitled to use the Credits himself or to make them available for use in whole or in part to a third party. In case of use of Credits by a third party, the third party shall be a party to the Contract including these GTCs and shall be obliged to comply with all provisions of the Contract and these GTCs.

3.6. The Client or the third party shall be obliged to use the Credits (i.e. to complete the corresponding number of Consultations) within 2 years from the date of their purchase. It is always the Client's responsibility to exhaust the Credits during their validity period and in the event of non-exhaustion of all or part of the Credits, the rights and obligations associated with them shall cease and their value shall not be refunded.

3.7. The Contracting Parties are obligated to provide to one another material information related to the subject of the Contract and necessary for its due performance. The Client also agrees to provide the Provider the cooperation necessary for the performance of the Contract (the provision of a Consultation) and the attainment of the Contract's purpose, particularly to provide required information or documents upon request.

3.8. The purpose of the Services provided is the improvement of the Client's health and mental condition. The Client expressly declares that they are aware that the outcomes of a Consultation primarily depend on the Client's willingness to take the steps necessary for the improvement of their health and mental condition and for the development of their personality. The Provider is not responsible for the outcomes of the Consultations but only for the due provision thereof with professional care.

3.9. The Provider agrees to ensure timely and due provision of the Services through its

employees and cooperating persons (“**the Therapist**”) in compliance with the Contract. The Provider will provide Services in good faith and with professional care in the best interest of the Client.

3.10. Should the course of a Consultation be grossly distorted by Client's unbecoming behaviour (particularly the use of vulgarity, hate speech, consumption of alcohol, participation in a Consultation under the influence of addictive substances, and the like), the Therapist is entitled to instantly end the Consultation; in such a case, the Client has no right to any reimbursement of the fee for unused Consultation time.

3.11. The Contracting Parties agree that should the Client fail to excuse themselves from a Consultation at least 48 hours prior to the agreed session, the Client is obligated to pay to the Provider the amount corresponding to the agreed-upon price for the Services, where applicable, the relevant number of prepaid Credits will be deducted from the Client's account, i.e. the amount as if the Consultation has taken place (see the information published on the Provider's website at [www.neocentrum.cz](http://www.neocentrum.cz), section “Price List”).

## 4. CONFIDENTIALITY AND DATA PROTECTION

4.1. Any information communicated to the Therapist by the Client during a Consultation is regarded as strictly confidential and neither the Therapist nor the Provider is entitled to disclose the information to third parties without Client's express consent, except as required or permitted by law. For the purposes of enhancing the quality of the Services provided, the Therapist can disclose the contents of the Consultations to and discuss it with other professionals of the Provider.

4.2. For the purposes of making and performing the Contract, the Provider processes Client's personal data as the controller and does so solely in compliance with 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/ES, and in compliance with ensuing generally binding legislation. The information regarding personal data processing is available to the Client on the Provider's website at [www.neocentrum.cz](http://www.neocentrum.cz). The Client hereby declares that they have been made familiar with said information in detail prior to the execution of the Contract.

4.3. The Provider agrees to keep confidential all personal data concerning the Client which the Provider processes or which the Provider learnt of in connection with the provision of the Services, as well as to not disclose the data, not allow access thereto to third parties, nor to use the data for the Provider's own benefit or for the benefit of

# GENERAL TERMS AND CONDITIONS

third parties, unless otherwise expressly agreed in the Contract or in accordance with the information on personal data processing at [www.neocentrum.cz](http://www.neocentrum.cz), which the Client has been made familiar with, as referred to in 4.2 above.

- 4.4. The Client agrees to keep confidential, in all circumstances, all confidential and proprietary information regarding the Provider and not to disclose the information to any third person.
- 4.5. The Client expressly acknowledges that in the event of a request for medical documentation maintained by the Provider in connection with the provision of Services to the Client, the Provider may charge the Client the amount of the reasonable costs incurred in providing such documentation.

## 5. FINAL PROVISIONS

- 5.1. The relationship established by this Contract and regulated in more detail in these GTCs is governed by legislation of the Czech Republic. Where the relationship established by this Contract and regulated in more detail in these GTCs involves an international (foreign) element, that relationship is also governed by the law of the Czech Republic. Being a consumer, the Client retains the protections provided to them under peremptory rules of the legal system which cannot be derogated from, and which would, in cases of missing governing law provisions, apply under Article 6 (1) of the Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 5.2. The courts competent to resolve disputes between the Contracting Parties are the general courts of the Czech Republic.
- 5.3. If any provision of these GTCs is or becomes invalid or ineffective, such an invalid or ineffective provision is to be replaced with a valid provision the sense of which is as close as possible to the sense of the invalid or ineffective provision. Invalidity or ineffectiveness of one provision does not affect the validity or effect of the remaining provisions.

**Date:**

**Client's Signature:**

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