

PRAGUE MAKEOVER – TERMS & CONDITIONS

1 Definitions

- 1.1 “Prague Makeover” – means Prague Makeover s.r.o, a company incorporated in the Czech Republic, registered number 27583635, registered address Pod kastany 19, Prague 6, Czech Republic, website www.praguemakeover.com.
- 1.2 “Client” – an individual for whom Prague Makeover is arranging treatments or services.
- 1.3 “Clinic” – a facility providing cosmetic, medical or spa treatments, whose services are being offered by Prague Makeover to Clients.
- 1.4 “Supplier” – a vendor whose accommodation, travel, entertainment and/or other services are being offered by Prague Makeover to Clients.
- 1.5 “Service” – any type of accommodation, travel, entertainment and/or other service provided by a Supplier and offered by Prague Makeover to Clients.
- 1.6 “Treatment” – any cosmetic, medical, spa, or wellness treatment arranged by Prague Makeover for Clients.
- 1.7 “Package” – any combination of Treatments and/or Services offered by Prague Makeover to Clients.
- 1.8 “Appointment” – an administrative record created by Clinic or Supplier, indicating commitment to provide Treatment or Service to a designated Client at a specific point in time.
- 1.9 “Offer” – an offer made by Prague Makeover of Appointments at Clinic and Services that is valid for limited period of time that must be accepted by Client in order to make a Booking.
- 1.10 “Pre-consultation” – a process of reviewing medical information, either in person or via questionnaire and photos, by which Clinic determines Client’s suitability for a given Treatment.
- 1.11 “Booking” – a contractually binding, administrative record signifying Client’s acceptance of Treatment plan, Package itinerary and pricing, acceptance of *Terms & Conditions*, and payment of relevant Deposit.
- 1.12 “Booking Confirmation” – document provided by Prague Makeover to Client, which shall serve as a receipt for payment received, confirm that Prague Makeover has arranged Appointments, and present other details of an arranged Package.
- 1.13 “Deposit” – partial payment required by Client to secure future provision of Treatment or Service.

2 Information and Questionnaire

- 2.1 Prague Makeover may request Client to complete and return a questionnaire and to provide other relevant information prior to Treatment for the purpose of Pre-consultation.
- 2.2 Client must complete the questionnaire and provide other requested information accurately and completely by the requested dates. Client acknowledges that failure to do so may result in inability to undertake the Treatment. Prague Makeover shall not be responsible for any loss or damage arising from Client’s failure to complete the questionnaire and provide other information accurately and completely by the requested dates.
- 2.3 Client acknowledges that Prague Makeover will be handling medical data of client, that may be covered by various medical secrecy provisions, and authorises Prague Makeover to handle such data.
- 2.4 Prague Makeover will forward questionnaires and other requested information to the relevant Clinic or Supplier. Prague Makeover will treat any information submitted by Client with confidence and will share information as necessary only with the relevant Clinic or Supplier.
- 2.5 Communication shall transpire primarily by email and documentation shall be provided by email.

- 2.6 Prague Makeover continually updates its website www.praguemakeover.com to reflect the most accurate and current information available. No rights, however, may be derived from the contents of the website.

3 Treatments

- 3.1 Prague Makeover and Clinic may give instructions to Client for pre-Treatment and post-Treatment activity and care. Client shall assume responsibility for following such instructions. Prague Makeover shall not be liable for any loss or damage arising from Client's failure to follow these instructions.
- 3.2 Prague Makeover shall not be liable for any loss or damage arising in the event that Clinic decides for any reason that Client is unfit to undergo Treatment.
- 3.3 Prague Makeover does not hold any medical qualifications and is not liable for the work of Clinics. Client's contract is with Clinic for all Treatments undertaken.
- 3.4 If as a result of circumstances beyond reasonable control (including but not limited to adverse weather conditions, war, terrorist activity, civil unrest, industrial dispute, transportation problems, unavailability of Clinics or Suppliers, unavailability of practitioners, etc.), Prague Makeover has to cancel or significantly change a Booking or Treatment after issuance of Booking Confirmation, Prague Makeover will contact Client to make alternate arrangements (and pay or receive any price difference) or cancel Booking or Treatment (and provide full refund). However Prague Makeover will not be liable for any compensation, expenses, losses, or any other amount, or otherwise accept responsibility beyond that of any deposits already paid.
- 3.5 Descriptions, pictures, and examples of Treatments shown on websites of Prague Makeover (and on links to websites of Clinics) are merely representations of Treatments that can be arranged. Such information has been provided or approved for presentation by Clinics or Suppliers. While Prague Makeover believes such information to be accurate, it shall not accept liability for inaccuracy of such information.

4 Travel arrangements

- 4.1 Travel insurance is not provided by Prague Makeover. Client shall assume responsibility to ensure that adequate travel insurance is arranged and that all relevant matters are disclosed to a relevant insurer (including the fact that medical treatments may be undertaken as part of the travel).
- 4.2 Any quotation of costs by Prague Makeover does not include, unless specifically stated, allowance for food, drink, incidental expenditure, transport, or other expenditure of such nature.
- 4.3 Client shall assume responsibility for securing all necessary permissions, visas, and documents to enter the Czech Republic. Citizens of certain countries may require visas to visit the Czech Republic. EU citizens and citizens of many other countries do not require visas to visit the Czech Republic.
- 4.4 Client is responsible for arriving on time for Appointments. Prague Makeover does not accept responsibility for late arrival of Client, for Client missing flight, for late arrival of connecting aircraft, for delays at check-in, or any other circumstances instigating or influencing Client's inability to arrive for Appointments.

5 Complaints

- 5.1 Client should immediately inform Prague Makeover of any complaints relating to services of Prague Makeover, Clinics, or Suppliers. If any complaint is not resolved immediately then Client should, within 14 days of return from the trip, communicate said complaint in writing and email to info@praguemakeover.com. Any unreasonable delay in such communication shall entitle Prague Makeover to refuse to deal with complaints. Prague Makeover shall otherwise undertake best efforts to amicably resolve all complaints. The amount and form of any compensation shall be at the absolute discretion of Prague Makeover.

6 Guarantees and Warranties of Clinics

- 6.1 Clinics provide various guarantees on Treatments undertaken according to their specific terms and guarantee conditions. Exercise of guarantee claims is done between Clinic and Client.
- 6.2 In the event of a guarantee claim, Client should contact both Clinic and Prague Makeover. Prague Makeover shall provide assistance with arrangements for work to be done to satisfy the guarantee claim.
- 6.3 Clinics guarantees are to be claimed in Prague, and do not include compensation for travel and accommodation costs incurred in order to make a guarantee claim.

7 Legal

- 7.1 These terms and conditions govern and are an integral part of the contract between Prague Makeover and Client.
- 7.2 This Contract is governed by the laws of the Czech Republic.
- 7.3 This Contract only comes into existence when Booking Confirmation is issued by Prague Makeover.

8 Prague Makeover Responsibilities and Disclaimer of Liability

- 8.1 Prague Makeover is only an organiser of tours. Prague Makeover is not itself providing Client with any goods or services in the capacity of a principal. Clinics and Suppliers provide all goods and services to Client, including consultations, Treatments, tours, activities, and travel. Clinics and Suppliers are not sub-contractors to Prague Makeover.
- 8.2 Prague Makeover only provides Client with information available from, makes introductions to, organises ticketing and reservations for, and arranges payment for Clinics and Suppliers.
- 8.3 Prague Makeover exercises every reasonable care and precaution in the selection of Clinics and Suppliers.
- 8.4 Prague Makeover is the mere agent of the provider of those goods and services and does not make any express or implied representation or warranty that any goods or services provided by Clinics and Suppliers to Client will be fit for the required or desired purpose or delivered by them with reasonable care and skill.
- 8.5 All goods and services provided by Clinics and Suppliers are subject to the respective terms and conditions and limitations of liability as may be separately imposed by such Clinics and Suppliers to Client .
- 8.6 Neither Prague Makeover nor any of its officers, employees, or directors are doctors, dentists, or are otherwise qualified to provide information in relation to any medical procedure. Client acknowledges and accepts that Prague Makeover (or any of its officers, employees, or directors) has not offered any advice or expressed any opinion that a reasonable person would consider to be advice or an opinion in relation to any medical procedure (including with respect to any risks, side effects, or otherwise).
- 8.7 Prague Makeover does not accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of Clinics and Suppliers with respect to the provision of goods and services to Client directly or indirectly in connection with any Package organised by Prague Makeover on behalf of Client.
- 8.8 Without limiting the provisions of this clause, Client agrees to be bound by the terms of any contract between a third party provider of goods and services and Client (which may be evidenced in writing by the issuance of a ticket, voucher, coupon confirmation, or the like).
- 8.9 Prague Makeover does not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses, or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable on our part.
- 8.10 Prague Makeover shall not be liable for damages from any event that was unexpected or could not have been reasonably foreseen.

9 Booking Procedure

- 9.1 Client shall submit an enquiry via either e-mail or the standardized enquiry form available on the Prague Makeover website (www.praguemakeover.com). Prague Makeover shall respond to any questions regarding any aspects of Treatments, Services, or Packages offered.
- 9.2 Upon receipt of enquiry, Prague Makeover shall request Client to complete a questionnaire and provide photos and other information necessary to undertake Pre-consultation for Client's desired Treatment. Such information shall be provided by Client to Prague Makeover, who shall send it to Clinic as necessary to undertake the Pre-consultation. Prague makeover shall notify Client of the results of the Pre-consultation.
- 9.3 Prague Makeover shall continue correspondence with Client until all facets of desired Treatments and Services are confirmed.
- 9.4 Prague Makeover shall provide Client with an Offer of Treatment and Services based on availability of relevant Clinic(s) and Suppliers.
- 9.5 Prague Makeover may provide Client with various descriptions of relevant Treatment(s), including cautions and considerations, which Client is obliged to read and understood prior to any Treatment.
- 9.6 Client may accept the Offer via email or by payment of Deposit if applicable. Acceptance of the Offer signifies Clients having read and accepted Prague Makeover's *Terms & Conditions*.
- 9.7 Unless otherwise stated, if Prague Makeover makes an Offer **more than 15 full working days prior** to term of Client's first desired Treatment in Package, Prague Makeover will hold the Appointments for **3 full working days**, during which time Client must accept the Offer, or else the Offer shall be automatically cancelled.
- 9.8 Unless otherwise stated, if Prague Makeover makes an Offer **within 15 full working days prior** to term of Client's first desired Treatment in Package, Prague Makeover will hold the Appointments for **24 hours**, during which time Client must accept the Offer, or else the Offer shall be automatically cancelled.
- 9.9 Upon acceptance of Offer, Prague Makeover shall provide Client with a Booking Confirmation, which shall serve as a receipt for payment received, confirm that Prague Makeover has arranged all relevant Appointments, and present a detailed summary of all relevant facets of arranged Package.
- 9.10 Prague Makeover will make its best effort to prompt Client via e-mail to remit, if applicable, balance of Package cost as dictated by Payment Policy. However, Client shall assume ultimate responsibility for remitting such payment as required.

10 Payment

- 10.1 Prague Makeover may request payment of Deposit in order to finalize Booking. Prague Makeover shall normally request payment of Deposits by PayPal or bank transfer.
- 10.2 The balance of amounts payable for Treatments, after Deposit, shall normally be payable at the Clinic on the terms specified in the Booking Confirmation.

11 Change & Cancellation Policy

- 11.1 In the event that Client wishes to change any facet of a Booking after the Booking Confirmation has been issued, then Client must notify Prague Makeover by e-mail of the desired change. Any changes shall be initiated at the absolute discretion of Prague Makeover. No changes shall be considered confirmed until Prague Makeover issues a revised Booking Confirmation.
- 11.2 Amendments to Bookings may give rise to changes in the Deposit required.
- 11.3 Prague Makeover shall charge for amendments an administration fee of EUR 50.
- 11.4 In the event that Client wishes to cancel a Booking, Client must notify Prague Makeover by e-mail. The following fees shall apply, based on the time at which notification is received prior to

scheduled arrival (for Services including accommodation) and prior to scheduled Appointment (for Treatments):

- 11.4.1 If notification is received prior to issuance of Booking Confirmation, Prague Makeover charges no fee.
- 11.4.2 If notification is received more than 10 full working days prior to scheduled arrival (or Treatment if Prague Makeover is not arranging Services) but after issuance of Booking Confirmation, Prague Makeover shall charge a fee of EUR 50 and refund the balance of Client's Deposit.
- 11.4.3 If notification is received from 10 to 3 full working days prior to scheduled arrival (or Treatment if Prague Makeover is not arranging Services), Prague Makeover shall charge 100% of Deposit relevant to Treatments and 50% of Deposit relevant to Services, and refund remaining balance of Client's Deposit.
- 11.4.4 If notification is received less than 3 full working days prior to scheduled arrival (or Treatment if Prague Makeover is not arranging Services), Prague Makeover shall retain 100% of any amounts paid to date and charge Client cancellation fees as specified in the Booking confirmation and other correspondence.

12 Late Arrival for Appointments

- 12.1 If Client arrives more than 15 minutes late for Appointment then Prague Makeover and Clinic may cancel the Appointment with no obligation to refund any amounts paid.