

CLINIC ORDINANCE

The BUCHINGER Clinic is a place of tranquility. For a successful treatment, consideration towards one another and a certain degree of proper order are essential elements when living together.

- 1. Due to therapeutic and medical reasons, specific rest periods must be followed during fasting. Please be mindful of the midday and nighttime rest periods of all guests/patients from noon to 2 pm and from 11 pm to 7 am.
- 2. Mobile phone use is to be avoided as much as possible on the clinic grounds and is not permitted during our excursions. Mobile phone use is permitted only in your own room (ideally with the windows closed to avoid disturbing your neighbours) or in the reception hall in the main building and flower house.
- 3. Our dining and beverage rooms are mindfulness areas and mobile phone free zones.
- 4. In order for everyone to enjoy their stay without any distractions, we ask that mobile phones not be used in any of our common areas.
- 5. All meals are provided in the dining and beverage room. Only if medically necessary and with the approval of the attending doctor, you may take your meal in your room without incurring additional charges. Otherwise, you will be charged room service fees.
- 6. We kindly ask you to wear appropriate clothing when you are in the beverage room and in the restaurant.
- 7. The BUCHINGER Clinic strictly prohibits smoking and the consumption of alcohol on the entire premises, in the rooms as well as during excursions. Damage or additional cleaning services required will be charged according to the General Terms and Conditions.
- 8. During fasting, our sense of smell becomes highly sensitive. Please refrain from using perfumes.
- 9. Lighting candles or incense is not permitted in your room.
- 10. If you wish to stay away from our clinic overnight or for days at a time, the consent of the attending doctor is required.
- 11. The ability to react during therapeutic fasting is impaired in isolated cases. Therefore, some activities (such as cycling, horseback riding, driving a car) can only be performed to a limited extent. These activities should therefore only be performed after consulting the attending doctor.
- 12. The minimum age for treatment at the BUCHINGER Clinic is 18 years. Accompanied by a person with parental authority, treatment is possible from the age of 16 after prior consultation with the directorate and our medical management.
- 13. Our clinic is located on sloping terrain and is therefore not suitable for visits by persons with walking disabilities or wheelchair users.

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- 14. In the event of repeated violations of the clinic ordinance or failure to follow instructions, the clinic management reserves the right to terminate your visit. You will be charged for any damages incurred.
- 15. Please keep your scheduled appointments (medical check-up, medical consultations, treatments, etc.) and arrive on time.
- 16. The doctors' room, nurses' room and kitchenette are confidential areas. Please only enter these areas when requested and in the presence of a doctor or accompanied by a nurse.

We kindly ask you to read the clinic regulations carefully. By signing your booking confirmation, you acknowledge compliance with the clinic ordinance.

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I. SCOPE

- 1. The Terms and Conditions apply to agreements for in-patient treatment as well as all other services provided to the guests/patients by the BUCHINGER Clinic.
- 2. Deviating provisions, including those contained in the guests'/patients' General Terms and Conditions, shall not apply unless they are explicitly acknowledged in writing by the BUCHINGER Clinic.

II. AGREEMENT

- 1. By mailing our booking confirmation/admission agreement, the booking is legally binding.
- 2. A written cancellation is required to effectively cancel the agreement. In case of a shortterm booking (less than 21 days before arrival), you have 1 day after receipt of the booking confirmation/admission agreement to cancel your contract.
- 3. Visitors and accompanying persons can be accommodated for up to three nights upon agreement with the booking department and subject to room availability. From the fourth night they are considered guests/patients and the general rates will be charged. Equally, a consultation with a doctor will be mandatory.
- 4. Services from an arrangement that have not been claimed will not be refunded. The contents of the arrangements cannot be changed.

III. CANCELLATION/WITHDRAWAL

1. Cancellation fees apply as follows:

Guests/patients may cancel or change bookings up to 21 days prior to the scheduled arrival date in writing only, without incurring any charges.

Short-term bookings can be cancelled free of charge a maximum of 24 hours after receipt of the booking confirmation/admission agreement.

After that, guests/patients will be charged the following cancellation fees:

20 to 14 days prior to arrival: 25% of the booked arrangement 13 to 7 days before arrival: 50% of the booked arrangement 75% of the booked arrangement 2 to 0 days before arrival: 90% of the booked arrangement

- 2. In case of early departure during the booked stay or late arrival, the originally booked rate will be charged.
- 3. In case of non-compliance with the clinic regulations, the BUCHINGER Clinic is entitled to cancel the treatment at the expense of the guests/patients.
- 4. Appointments for individual therapies must be cancelled by guests/patients by noon the day before, otherwise they will be charged at 100%. This also applies in the event that an appointment is not attended.
- 5. Meals not claimed will not be credited.

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IV. SERVICES, PRICES, PAYMENTS

- In the written booking confirmation/admission agreement we will show you the total price for your desired arrangement in the clinic. To accept the offer, a deposit of €2,000.00 is required at the latest 28 days before arrival. This guarantees your booking. If we do not receive a deposit of €2.000,00 by 28 days prior to your arrival, your reservation will be cancelled.
- 2. The remaining amount of the package price is due two weeks prior to your arrival at the latest. If the amount has not been received upon arrival, it must be paid on the day of arrival.
- 3. Upon your arrival, a credit card must be deposited to guarantee that all your charges will be fully covered.
- 4. The invoice must be paid prior to your departure.
- 5. All services will be invoiced according to our current valid price lists. Prior rates and conditions are invalid. We reserve the right to modifications.
- 6. Individual arrangement contents cannot be changed or refunded.
- 7. The majority of prices are considered to be included. Prices subject to VAT will be automatically adjusted in case the underlying VAT rate changes.
- 8. In the case of in-patient treatment using the benefits of a German statutory health insurance, the corresponding cost confirmation from the insurer as well as the completed and legally binding signed registration form must be submitted to the clinic in writing at least 21 days before the start of treatment. Otherwise, in-patient admission and subsequent invoicing will be in accordance with the conditions for self-payers.
- 9. Invoicing according to the rates specified in this price list is done directly with the guests/patients even if the invoice is submitted to a financial aid authority or private health insurance for reimbursement.
- 10. In order to ensure the proper execution of in-patient treatment, the clinic reserves the right to hire an interpreter at the expense of the guests/patients, should a corresponding necessity be determined by the attending doctor or the clinic management.
- 11. Special hygiene rules apply for the duration of the Covid pandemic. We will communicate these to you immediately, but would like to explicitly point out that the regulations can also change at short notice depending on the infection situation.

V. ARRIVAL/DEPARTURE

1. Guests/patients receive a room in the category booked by them. They are not entitled to a specific room number.

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- 2. Booked rooms are available to guests/patients beginning at 2:30 pm on the day of arrival. If a room is requested before 2:30 pm, the clinic will charge an additional daily rate.
- 3. On the day of departure, the room must be made available by noon, otherwise there will be an additional charge for this day.
- 4. For extensions beyond the period of time booked and confirmed, as well as for all other changes to the booked arrangement, our booking department must be contacted. In most cases, changes are only possible subject to switching the room and after consulting the attending doctor.
- 5. For guests/patients who are admitted to the clinic for the first time, we kindly ask you to present a valid identity card/passport as well as a valid credit card upon your arrival.

VI. ITEMS BROUGHT ALONG/LIABILITY

- 1. The BUCHINGER Clinic is not liable for items brought into your room, especially jewellery, documents and cash. The clinic recommends making use of the furniture safe which can be found in your room.
- 2. The use of the car parking spaces and the bicycle parking spaces is at your own risk.
- 3. There is a strict ban on smoking and consuming alcohol at the BUCHINGER Clinic, including the entire clinic grounds as well as during excursions and in the guest/patient rooms. In their rooms, guests/patients are responsible for ensuring that this ban is also adhered to by third parties.
- 4. In the event that guests/patients violate this rule, the clinic is entitled to charge a special cleaning fee of €350.00.
- 5. The same applies if third parties smoke in the room to the guests'/patients' knowledge or negligent ignorance. Guests/patients are allowed to provide proof that no damage or only minor damage has been caused.
- 6. Lighting candles and incense sticks is not permitted in the rooms.
- 7. Our smoke detectors are highly sensitive, specialized devices that detect cigarette smoke, pipe tobacco smoke, and smoke from candles, and immediately trigger an alarm. In the event of a smoke alarm, all costs for evacuation and fire department intervention, as well as any type of follow-up costs, will be charged to the person who caused the alarm.

VII. FINAL TERMS

- 1. The place of payment and performance is Bad Pyrmont, Germany.
- 2. The place of jurisdiction is Hameln in Lower Saxony, Germany.

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- 3. The law of the Federal Republic of Germany shall apply.
- 4. Should individual provisions of these Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects the statutory provisions shall apply.

We kindly ask you to read these General Terms and Conditions carefully. By signing your booking confirmation, you acknowledge compliance with our General Terms and Conditions.

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INFORMATION FOR PERSONS ENTITLED TO STATUTORY HEALTH INSURANCE, PRIVATE INSURANCE AND BENEFITS

The Dr. Otto Buchinger GmbH & Co. KG Clinic is a state-approved private clinic for naturopathic treatment, medical prevention and rehabilitation according to § 30 of the German trade regulations. The clinic has a supply contract with the Federal Association of Statutory Health Insurance Funds according to § 111 SGB V. In terms of type and scope, the BUCHINGER Clinic meets the requirements for clinical in-patient treatment for all legally insured persons, provided that the statutory health insurance is in principle responsible for the rehabilitation procedure.

We need to receive written confirmation from your health insurance company 21 days prior to your arrival. Otherwise, you will be charged as a self-payer.

We meet the requirements of § 6 section 2 BVO according to letter a), i.e. the clinic carries out special curative treatments (e.g. with means of physical therapy - baths, radiation etc. - or by special forms of nutrition) and provides the necessary facilities and nursing staff.

Medical supervision is guaranteed at all times, and treatments are carried out by doctors trained for this purpose or according to their instructions. The BUCHINGER Clinic is subject to the supervision of the responsible health authority (§ 47 of the Third Implementing Regulation to the Law on the Unification of the Health Care System of 30.03.1935 - RGS. NW p.7); only persons in need of in-patient treatment are admitted.

We are also eligible for financial assistance in accordance with the provisions of the German aid ordinance (Beihilfeverordnung) and fulfil the requirements of section 107 (2) of the German Social Security Code (SGB V). The financial aid offices in the individual federal states contribute to the costs to varying degrees.

Private health insurance companies mainly classify us as a "sanatorium". The costs of stay are only covered if a corresponding insurance policy has been purchased. Medical and diagnostic services are usually reimbursed. We recommend that you obtain written confirmation of the costs from your private health insurance company before starting your visit. You will find all the important information in the benefits catalogue of your financial aid office/health insurance company.

As a private clinic, some of our services are subject to statutory value-added taxes. In most cases, this tax is not reimbursed by the private health insurers or the state aid. All services are invoiced according to in-house rates. Please be aware that we are unable to provide an itemised invoice according to the German GOÄ (Gebührenordnung für Ärzte, the fee code for doctors) of both the medical and medical-therapeutic services and the medically prescribed individual therapies.

The therapy vouchers described in the arrangements are not included in the accommodation arrangements for patients with statutory health insurance.

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