

Sign	VKL-96
Reference	PKL-94
Version	02

CONTRACT FOR PROVISION OF HEALTH SERVICES FOR A FEE

The Tartu University Hospital Foundation (hereinafter the Hospital), represented by /*name of a health care professional*/ on the basis of the authorisation granted by the resolution of the management board, on one side, and /*name of a patient*/ (hereinafter the Patient), represented by legal representative, on the other side,

have hereby agreed in the following terms and conditions of the Contract for Provision of Health Services for a Fee (hereinafter the Contract).

1. Purpose of Contract

1.1. The purpose of the Contract is to regulate the relations between the Parties that arise in association with the provision of medical examination or health services (hereinafter the Health Services or Services) by the Hospital to the Patient for a fee.

2. Rights and Obligations of Parties

2.1. The Hospital is required to provide Health Services to the Patient based on therapeutic indications in accordance with the requirements for the provision of Health Services set out in legislation, incl. the Law of Obligations Act.

2.2. The Patient is required to:

2.2.1. appear at the appointment or medical examination at the time agreed;

2.2.2. notify the Hospital as soon as possible of failure to appear at the appointment or medical examination at the time agreed, but no later than 24 hours prior to the time of the appointment or medical examination. If the Patient cannot notify the Hospital of the failure to appear at the appointment or medical examination within the foregoing period, the Patient is required to do so as soon as possible;

2.2.3. disclose any and all necessary circumstances to the Hospital truthfully and according to the Patient's best understanding;

2.2.4. accurately comply with the instructions given by the Hospital and provide any assistance needed by the Hospital to perform the Contract;

2.2.5. pay for the Services provided to the Patient.

3. Fee for Health Services

3.1. The Patient shall pay for the Health Services according to the price list valid in the Hospital at the time of the provision of the Services to the Patient, which is available on the homepage of the Hospital. If the Health Service has not been specified in the price list of the Hospital, the Parties shall separately agree on the price of the Service.

3.2. If the price of the Service has increased during the period between the reservation of the time of the provision of the Service and the time of appointment or medical examination, the Patient has the right to withdraw from the Contract prior to the appointment or beginning of the medical examination, and the Hospital shall return the advance payment to the Patient.

3.3. The Hospital shall have the right to demand from the Patient an advance payment prior to the provision of the Service as follows:

3.3.1. at least to the extent of 50% of the estimated cost of the Health Services for inpatient and day care Services;

3.3.2. to the extent of up to 100% of the estimated cost of the Health Services for outpatient Services.

3.4. The Patient is required to pay for the Services provided on the basis of an invoice submitted by the Hospital within seven calendar days of the receipt of the invoice.

3.5. If the Patient does not agree with the invoice issued by the Hospital, the Patient is required to submit reasonable objections regarding the invoice to the Hospital in writing no later than within seven calendar days of the receipt of the invoice. Otherwise the Patient shall lose the right to submit any objections regarding the invoice.

3.6. If the Patient has notified the Hospital of failure to appear at the outpatient appointment no later than 24 hours prior to the time of the outpatient appointment, the Hospital returns the advance payment made by the Patient. Otherwise the Hospital shall have the right to retain the advance payment. Upon

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failure to provide other outpatient, inpatient and day care Services to the Patient, the Hospital shall return the advance payment made by the Patient.

- 3.7. To get the advance payment back, the Patient shall submit to the Hospital an application at least in a format that can be reproduced in writing. The amount paid for the Services not provided to the Patient shall be returned within seven business days of the submission of the corresponding application, if the obligation to return the amount exists.

4. Liability

- 4.1. The Parties shall be liable for violation of obligations provided for in the Contract pursuant to the procedure prescribed in the Contract and legislation.
- 4.2. If the Patient fails to pay the invoices issued by the Hospital, the Hospital shall have the right to refuse to provide Health Services for a fee to the Patient until the Patient has paid the invoices.

5. Expiration and Termination of Contract

- 5.1. The Contract shall expire upon the agreement between the Parties or on the bases set out in legislation and among other things upon the expiry of the provision of the Health Service or the take-over of the provision of the Health Service by another health care provider.
- 5.2. The Patient shall have the right to cancel the Contract at any time.
- 5.3. The Hospital shall have the right to cancel the Contract on the basis of a written application with a good reason for which the Hospital cannot be expected to continue the provision of the Health Service, taking into account any and all circumstances. A good reason shall, among other things, constitute a substantial delay in the payment of invoices by the Patient or a repeated failure to appear at appointments.
- 5.4. The expiry of the Contract shall not exempt the Patient from the obligation to pay for the Services provided under the Contract.

6. Final Provisions

- 6.1. The Patient represents and warrants that they are aware of the possibility to receive Health Services on account of the funds of the Estonian Health Insurance Fund, if they are persons covered by health insurance.
- 6.2. The Patient represents and warrants that they are aware that the Contract shall not provide advantages to the Patient for the receipt of Health Services funded by the Estonian Health Insurance Fund.
- 6.3. The Patient represents and warrants that they are aware and agree that the Hospital has the right to delegate the collection of financial obligations not performed by the Patient to a third party providing credit management services and communicate the personal data of the Patient required for the performance of the obligation to a third party engaged in the collection of the arrears with whom the Hospital has entered into a confidentiality agreement.
- 6.4. The Contract has been drawn up in two counterparts of equal legal force, one of which shall remain with the Hospital and the other with the Patient, or the Contract has been formalised in one counterpart to be digitally signed and made available to both Parties.
- 6.5. The rights and obligations arising from the Contract shall be deemed to be arisen upon the reservation of the time of the appointment or medical examination or upon the first address.

7. Special Terms and Conditions (to be completed if necessary):

- 7.1. In addition to the foregoing, the Parties have agreed on the following terms and conditions:
 - 7.1.1.
 - 7.1.2.

- 7.2. If the foregoing Special Terms and Conditions are in conflict with the remaining terms and conditions of the Contract, the Parties shall apply the agreements under the Special Terms and Conditions with regard to the corresponding issue, unless this is in conflict with the provisions of legislation.

... _____ 20.... /or upon digital signature the date thereof/

Hospital

Patient

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