

General Information and Terms & Conditions

Treatment Concept of the Paracelsus Klinik Lustmühle AG

A holistic view of our patients characterizes our approach to medicine and dentistry. Biological medicine is the basis of our treatment concept. We use the best available scientific knowledge to underpin our evidence-based offering. Our many years of experience is an integral source of knowledge that informs our treatments.

Biological medicine does not only stand for the optimal use of natural procedures, as well as the optimization of equipment-based procedures, but also for appropriate, efficient and gentle therapies at all biological levels of the human body. This vision is completed by appropriate preventative measures and methods.

One of our strengths is an integrative approach and a unique interconnection between our biological medicine and conventional biological medicine.

When we refer to our holistic approach, we mean the contemplation of the individual human being in his individuality: the connections of body, mind and soul. This also requires intensive cooperation between medicine and dentistry – we attach great importance to this, regardless of whether we are treating an acute or chronic illness.

Integrative-Biological Dental Treatment

Integrative, scientifically-proven, biological dental treatment is based on individually differentiated and comprehensive diagnostics, in contrast to conventional dentistry.

We recognize incompatible materials and inflammations in the patient's mouth, so-called interference fields, which are not considered in classical treatment, and can lead to chronic systemic diseases. The removal and elimination of dental interference fields is carried out in close cooperation with the medical department and accompanied by biological therapy approaches according to the individual need and safeguarding of the patient.

For harmonious bite rehabilitation and restoration of the chewing function, emphasis is placed on stress-free materials and healthy therapeutic agents, in order to ensure the recovery and therapeutic success of our patients.

Procedures and Regulations

Our doctors are responsible for you from the start of treatment and are at your disposal for all medical concerns. They will explain the exact course of treatment to you, as well as any possible risks.

Medical documents can be requested by the patient from the general practitioner (GP) or hospital. You give us permission to provide the required data to the medical representative of your health insurance company.

General Terms and Conditions (T&Cs)

Scope of Application

These General Terms and Conditions (T&Cs) apply to all services provided by Paracelsus Klinik Lustmühle AG and to all legal transactions with Paracelsus Klinik Lustmühle AG. They are an integral part of the respective contractual relationship between Paracelsus Klinik Lustmühle AG and the Client. Changes and subsidiary agreements are only effective if they are confirmed in writing by Paracelsus Klinik Lustmühle AG.

In addition, the provisions of the OR and other Swiss laws and regulations apply. Should any provision of these General Terms and Conditions be, or become, invalid, or should the contract contain a loophole, this shall not affect the legal validity of the remaining provisions. The invalid provisions or loophole in the contract will be replaced by an appropriate arrangement that comes as close as possible to what the Parties appear to have intended according to the spirit and purpose of the contract.

Services

Services within the scope of these General Terms and Conditions shall be deemed to be: treatments, consultations, expert opinions, analyses, therapies, etc.

Order Placement

The placing of an order takes place in principle by the Client declaring this in writing, by telephone, by e-mail, or in a personal conversation. In other cases, the order confirmation may be replaced by commencement of service provision and/or delivery.

Information provided by telephone has no long-term validity, unless it is clearly an offer. Offers made in writing or by e-mail shall be deemed binding. If the Client requires services which are not included in the offer, they will be invoiced additionally.

Unless otherwise agreed in writing, an offer is valid for 10 days. Information provided by Paracelsus Klinik Lustmühle AG as a guideline is non-binding and should only be used for estimation purposes.

An offer is deemed accepted if the Client declares this in writing, by telephone, by e-mail or in a personal conversation, or if the Client makes unchallenged use of the services offered. Paracelsus Klinik Lustmühle AG confirms this acceptance in writing by e-mail, or in a personal conversation. If the Client wishes to make changes respecting the order or confirmation, Paracelsus Klinik Lustmühle AG will inform him within one week whether the change is possible and what impact it has on the provision of the service, time schedules and costs. Any modified offer is binding for Paracelsus Klinik Lustmühle AG for a period of 1 week.

Delivery of Services

Paracelsus Klinik Lustmühle AG undertakes to provide the service recipient with the agreed services on the dates specified in the order confirmation, while the Client undertakes to accept this service at the predetermined time.

The dates will be postponed as necessary if obstacles occur which are beyond the control of Paracelsus Klinik Lustmühle AG, such as natural disasters, mobilization, war, riot, epidemics, accidents and illness, considerable operational disruptions, labour disputes, late or faulty supply of materials, as well as official measures undertaken by the authorities.

In the event of other delays, the Client may:

- I. Choose to waive further services entirely. He must inform Paracelsus Klinik Lustmühle AG about this immediately.
- II. Demand partial delivery of services, if possible. This must be agreed without delay.
- III. Set Paracelsus Klinik Lustmühle AG a reasonable deadline for subsequent fulfilment. If Paracelsus Klinik Lustmühle AG does not fulfil its obligations by the end of this grace period, the Client may, if he declares it immediately, waive the subsequent delivery of services or withdraw from the contract.

Paracelsus Klinik Lustmühle AG must inform the client of any delays as soon as possible. Possible compensation will be calculated according to Art. 191 OR.

Revocation and Termination

Outpatient Appointments

If a scheduled appointment is not attended by an outpatient client, they will be invoiced for the corresponding cancellation costs in accordance with the valid settlement rules, unless a cancellation is made, at the latest, 24 hours prior to the appointment.

One- or Several-Week Treatment Phases

In cases of cancellation occurring after we've received your confirmation forms, a fee of CHF 1'000.00 will be charged on your card account to cover the administrative costs associated with rearranging schedules here at Paracelsus Clinic. In cases of postponement, we'll retain only CHF 500.00 for administrative rescheduling, and the remainder will be credited towards your future medical care.

In case of missing an appointment, or if you cancel within 15-days prior to your arrival, we will retain CHF 2'000.00 of your down payment. In case of a cancellation or a postponement of the confirmed stay 30 days in advance, we will not charge and no deposit will be retained.

Significant changes to the order will be considered to be a new contract and shall be agreed in accordance with the corresponding rules.

Terms of Payment

Costs set out in the offer are subject to reasonable deviation. Furthermore, it is stated that costs for third-party services (in particular, laboratory tests), as well as pharmaceutical products, are not included and are therefore additionally incurred.

In the case of an inpatient stay, a deposit payment must be made in advance, at the latest, 10 days after receipt of the offer and confirmation form.

Service costs which are requested separately by the Client are due for immediate payment upon fulfilment, without deduction.

If the Terms of Payment are not adhered to, Paracelsus Klinik Lustmühle AG is entitled:

- I. To create claims against the Client immediately;
- II. And/or to only carry out any outstanding services against advance payment.

If after a reasonable grace period, payments have still not been made, Paracelsus Klinik Lustmühle AG may withdraw from the contract, even if the service, or part thereof, has already been provided.

If the Client does not comply with the payment deadlines, he will pay default interest from the due date without warning, at a rate of 5% (according to OR 104 para. 1.).

The following cards are accepted: Maestro, Visa and Mastercard.

Diners and American Express credit cards, as well as Postcard, are not accepted by Paracelsus Klinik Lustmühle AG.

Guarantee

Paracelsus Klinik Lustmühle AG commits itself to care and providing high quality services. It further undertakes to carefully select the parties involved (hotels, etc.) and to monitor them, so far as it falls within their professional competence.

Paracelsus Klinik Lustmühle AG guarantees the careful implementation of the agreed service in accordance with current developments in science / theory and our long-standing experience. Paracelsus Klinik Lustmühle AG assumes responsibility for the accuracy of the services provided, or for the consequences of their use.

Data Protection

Client data will be treated confidentially by Paracelsus Klinik Lustmühle AG, in accordance with the Data Protection Act. Data is only used for internal processing and will not be passed on to third parties without the Client's consent. Only data that is necessary for the execution of the service will be collected. Paracelsus Klinik Lustmühle AG itself has the right to use address data to inform the Client about new products and services. See also our separate Privacy Policy.

Place of Jurisdiction

Place of jurisdiction for all matters is, according to Swiss Law, 9056 Gais, AR, Switzerland.