

This document was last updated May 11th, 2009.

Terms & Conditions

1. General provisions

By accessing the MTA Poland website you agree to be bound by these terms and conditions. All material on this site is copyrighted. Unless it is specifically stated that particular material is available for general use then it should not be copied or re-used without express permission of MTA Poland.

These user conditions may be amended from time to time. They may also be extended to include other conditions applicable to specific products or services offered by us. When we do, we will also revise the "last updated" date at the top of this document. For material changes to this Statement, MTA Poland will notify you by placing prominent notice on the Web site.

MTA Poland agree to use reasonable methods to maintain the website in optimum operating conditions and error free. As we cannot guarantee that this will always be the case, we do not accept responsibility for any defects that may exist, or for any costs, loss of profits, loss of data, or consequential losses arising from your use of, or inability to access MTA Poland's website.

The MTA Poland website is provided without any warranties or guarantees unless specifically stated.

MTA Poland may provide links to other web sites or resources. We are unable to accept responsibility for these; neither can we be deemed to have endorsed their content. MTA Poland reserves the right to suspend, restrict, or terminate our website service without offering a reason.

2. Scope of services

MTA Poland S.C. provides services to clients who wish to travel to Poland for medical purposes.

Core services are provided according to individual arrangement with the client, confirmed by a written order form and full down payment.

They include: travel arrangements, accommodation arrangements, preselection of clinic according to client's requirements, medical appointment arrangements, transportation in Poland including airport pick-up, transport between arranged place of stay and other venues specified in the order, transport to the airport, etc.

MTA Poland S.C. also cares for clients who extend their stay in Poland and therefore require additional services.

Additional services:

Access to MTA 24h helpline (Rent-A-Phone service included)

Rent-A-Phone – GSM phone with a local prepaid card

Personal assistance of the MTA resident

Personal assistance of an interpreter

Personal travel insurance extension

Personal medical traveler insurance extension

Meet and greet service for visiting friends or family members

Arranging accommodation for additional visitors

MTA Poland S.C. reserves the right to perform its obligations to the Customers through associated partners

3. Obligations of the customer

The customer is first and foremost obligated to provide voluntarily or upon request, all available information regarding health issues, such as: known health problems and conditions, results of any medical tests, lab work and examinations performed at our recommendation. The client is also obligated to keep all agreed appointments at the clinic or hospital. In case of failure to comply with these rules, any problems arising from such will be the Client's sole responsibility. MTA Poland or any associated partner will not be liable for any damage which occurs as a result of the Client's failure to disclose any relevant medical details to MTA Poland and any associated partner.

4. Booking and Cancellations

BOOKING

The reservation of treatment and tourism services is executed by means of the completion and dispatch of order form. The client is obligated to complete the order form correctly. MTA Poland does not take any responsibility for the negative aftereffects resulting from the incorrect completion of the order form by the Client. It is the responsibility of the Client to verify whether the confirmation of the services booked, was received successfully. In the cases where such document is not received, MTA Poland must be informed of this fact immediately.

Additional services specified in 2 are subject to availability. All orders require written form and are subject to MTA Poland S.C. acceptance without limitation, this means that MTA Poland S.C. may refuse to accept or may cancel any reservation or transaction, whether or not the reservation or transaction has been confirmed, without liability to the client or any third party.

CANCELATION OR MODIFICATION OF A RESERVATION

Any changes or cancellation made by Client need to be verified and confirmed by MTA Poland in writing. If no restrictions apply MTA Poland will modify or cancel Reservation without any additional costs to Client. In the event of cancellation, the following charges apply according to time of cancellation: 21-8 days 25% of total price, 7- 3 days 50% of total price, 2 - Day of departure 100% of total price. MTA Poland does not take responsibility for the currency exchange costs.

5. Payments

PRICES

All prices include VAT taxes. MTA Poland will confirm the actual price during the reservation process and will provide it on reservation confirmation document.

PAYMENTS

The only legally binding unit of currency for payments is the Polish Zloty (PLN). The exhibited prices in foreign currencies (EURO, USD, GBP) are approximations, converted according to the daily average currency exchange bank rate. There can be minor differences in the final price charged due to differences in the exchange rate used by the credit card authorization center or Client's bank. All payments must be made at dates specified by MTA Poland, to assure that services will be rendered.

Payments for additional services have to be made upfront, either directly to the Resident, or by other allowed payment methods.

CREDIT CARD

Reservation price is authorized once the Client has completed and successfully submitted order form. Authorizations are executed by Dotpay – an authorized credit card centre utilizing an encoded, secure connection. Operator reserves the right to block the authorized funds until order confirmation, up to 7 working days from the time of their authorization. Clients Credit Card is debited at the moment of reservation confirmation by the MTA Poland. The MTA Poland has the right to reject order in case when Clients credit card funds are insufficient to cover the costs of the ordered services or the credit card vendor rejects the transaction operation.

BANK TRANSFER

Clients can pay for ordered services by way of a bank transfer while complying with the following conditions: MTA Poland must receive complete payment within 5 working days before the date of arrival. If payment is not received, the MTA Poland has the right to terminate order. Upon receiving payment MTA Poland will confirm Client the Reservation. In the case when immediate reservation confirmation is required, the Client shall send MTA Poland proof of payment to the following fax number: 0048 22 826 4145 or to the following e-mail address:
office@mtapoland.com.

Payment via bank transfer should be made to the following bank account of MTA Poland:
(IBAN): PL 63 1140 2004 0000 3402 3648 4451
Name of bank account holder: Igor Kubiak
Name and address of the bank: BRE Bank S.A. Internet Banking, al. Pilsudskiego 3, 90-368 Lodz
BIC/SWIFT: BREXPLPWMBK
SORT CODE: 11402004

6. Privacy

MTA Poland reserves the right to gather information relating to site usage. Any information gathered is primarily for internal use to allow us to refine and improve our service to our customers.

MTA Poland is committed to safeguarding any personal information held within our database. We shall take every step necessary to protect personal data and information contained within our website as well as undertake to comply with United Kingdom or European applicable Data Protection legislation currently in existence. Other than as required by law, MTA Poland will not disclose any personal data to any third party without express permission.

In order to maintain our integrity, MTA Poland reserves the right to forward contact details to the Police or other regulatory authority when requested to do so; we may also forward contact details where a complaint arises concerning your use of our website where that use is deemed by us to be inconsistent with these user conditions.

7. Liability and Complaints

The clinic which provides treatment takes full responsibility for any treatment performed and its consequences. MTA Poland S.C. is not responsible for any untoward circumstances resulting from the performance of any medical services.

Any complaints associated with the services rendered by the MTA Poland should be filed by Client prior to or at the time of departure or at the latest within 48 hours after the completion of the service

CONTACT INFORMATION

MTA Poland welcomes your comments regarding this Terms and Conditions, please contact us by any of the following means:

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