



**General Conditions of Contract (GCC)**  
of  
**St. Vincenz Hospital Brakel**  
(Katholische Krankenhäuser Bad Driburg-Brakel gem. GmbH)

Version of the 5th October 2009

**§1 Scope**

The GCC apply to the contractual relations between the St. Vincenz Hospital gGmbH and the patient during the stay as in-patient, day-care and out-patient when receiving hospital services.

**§ 2 Legal Relationship**

- (1) The legal relationship between the St. Vincenz Hospital gGmbH and the patient are subject to the conditions of civil law.
- (2) The GCC become effective for the patient, if the attention of the patient has been expressly drawn to them, if the patient has been able to take notice of their content in a reasonable way, and if the patient has agreed to the terms and conditions stated in the GCC.

**§ 3 Range of Hospital Services**

- (1) The in-patient, partial day-care and out-patient hospital services comprise such hospital services which, taking into consideration the range of the hospitals services, are necessary in each individual case for the medically adequate and appropriate care of the patient and his/her state of health. This also includes basic services in terms of accommodation.
- (2) Further, the following services where available and where they can be provided by St. Vincenz Hospital gGmbH , will be calculated for and invoiced for separately.

- a) Services provided by third parties at the instigation of St. Vincenz Hospital, the patient is the recipient of the invoices and is liable for the costs of services arranged for in his/her name.
  - b) Accommodation for a person accompanying the patient where such accompaniment is needed on medical grounds.
  - c) The special services of tumor centres and oncological centres for the stationary treatment of cancer patients.
- (3) The offer made by St. Vincenz Hospital gGmbH covers only those services for which the St. Vincenz Hospital gGmbH is equipped to perform in terms of staff and facilities in accordance with its medical aims.

#### **§ 4 Admission, Transfer, Discharge**

- (1) Where a person needs immediate treatment due to a direct threat to his/her life or the risk of a serious worsening of his/her illness (emergency situation) he/she will be admitted temporarily until transfer to another hospital can be assured- this will be the case even if the qualitative or quantitative ability of the St. Vincenz Hospital gGmbH to provide services is not assured.
- (2) An accompanying person will be admitted if, in the opinion of the attending physician, this is essential in medical terms for the treatment of the patient and if it is possible to provide accommodation for the accompanying person in the St. Vincenz Hospital gGmbH.
- (3) If it is required on medical grounds, patients can be transferred to another hospital. The transfer has to be agreed with the patient in advance.
- (4) A Patient will be released who
- a) in the judgement of the attending physician, no longer requires full in-patient treatment.
  - b) expressly asks to be released.
- (5) If a patient insists on being released against medical advice or leaves the Hospital without permission, the St. Vincenz Hospital gGmbH is not liable for the consequences. In this case an accompanying person will no longer

be permitted to stay when the conditions under section 2 are no longer fulfilled.

## **§ 5 Fees**

The fees for the services provided by St. Vincenz Hospital gGmbH are based on the price list and in the version applicable at the time the patient was accepted. This list forms part of these General Conditions of Contract. The price list contains a description of the hospital services, the level of the fees charged for hospital services and the main regulations concerning payment of invoices.

## **§ 6 Payment of Fees**

- (1) The patient is obliged to pay the fees for the hospital services, irrespective of whether the fees will be reimbursed by a private health insurance company.
- (2) The Hospital reserves the right to charge fees for services not included in the closing invoice and resulting from the correction of errors.
- (3) The amount shown by the invoices becomes due for payment on receipt of the invoice.
- (4) Should be there a delay in payment, interest may be charged on the arrears and a fine of at least 5 % of the invoice amount be levied starting with the day of the receipt of the invoice.
- (5) An offset against claims that are disputed or that have not been legally finalized is not admissible.
- (6) The St. Vincenz Hospital gGmbH may ask the patient to pay a reasonable amount in advance.

## **§ 7 Leave**

Throughout the duration of inpatient treatment patients are granted leave only for urgent reasons and with the agreement of the attending physician.

## **§ 8 Medical Treatments**

- (1) Treatments which may affect the physical and mental or spiritual well-being of the patient will only be performed after the patient has been fully informed of the importance and implications of the treatment and only upon his/her consent.
- (2) If the patient is unable to declare his/her consent, the treatment will be carried out without his/her consent, provided the doctor who is treating the patient is convinced that this is necessary in order to avert an immediate threat to the life of the patient or to avoid a serious deterioration in the health of the patient.
- (3) Paragraph 2 applies respectively, if the patient is not competent or not fully competent, and whose legal representative is not available or cannot be contacted in time, or whose objection to the operation is not relevant on the basis of Section 323 c StGB (German criminal code).

## **§ 9 Autopsy**

- (1) An Autopsy may be performed if
  - a) the deceased had agreed to such whilst he/she was still alive, or
  - b) the next available kin of the deceased or, with relatives of equal rank, one of them, agrees and the hospital doctor is not aware of any objection which the deceased may have had.
- (2) An Autopsy may not be carried out where the deceased is a member of a community which does not accept autopsies, except where the deceased gave his/her consent whilst he/she was still alive.
- (3) Next of kin are, in the following order: the spouse, the adult children (and adopted children), the parents (in the case of adoption the adoptive parents), the grandparents, the adult grandchildren, the adult brothers and sisters.
- (4) Sections 1 and 2 are not valid in the case of an autopsy carried out subject to legal warrant from the responsible authorities.

## **§ 10 Records and Data**

- (1) Medical histories, in particular medical notes, examination results and other records are the property of the St. Vincenz Hospital gGmbH.
- (2) The patients has no right to receive the original records.
- (3) This does not affect the right of the patient or of his/her representative to consult the records or to be given copies at his/her cost, and does not affect the duty of the attending physician to provide information.
- (4) The processing of data including their transfer to others is made in accordance with the legal requirements, especially the regulations concerning data protection and patient / physician confidentiality.

## **§ 11 Rules of the house**

The patient has to follow and respect the house rules of the St. Vincenz Hospital gGmbH.

## **§ 12 Objects brought into the Hospital**

- (1) Only essential clothing and personal belongings should be brought into the St. Vincenz hospital gGmbH.
- (2) Money and valuables will on demand be stored by the St. Vincenz hospital gGmbH in an appropriate manner.
- (3) For patients who are not capable on arrival the amount of money and valuables in their possession will be recorded in the presence of a witness and then handed over to the St. Vincent Hospital gGmbH for safe keeping.
- (4) Objects left behind become the property of St. Vincenz hospital gGmbH if not collected within 12 weeks after the owner has been requested to do so.
- (5) In case of section 4 the request will explicitly state that the owner relinquishes any claims concerning the handing over of his property with the consequence that the objects left behind will become the property of

the St. Vincenz hospital gGmbH after the time limit of 12 weeks has expired.

- (6) Paragraph 4 does not apply to heritable assets, money and valuables kept by the administration. The storage, return and use of these objects are subject to the legal provisions.

### **§ 13 Limitation of Liability**

- (1) For objects that are brought in and which remain in the care of the patient, and also for vehicles kept by the patients and for vehicles which have been parked on the hospital premises or in a parking space provided by St. Vincenz hospital gGmbH, the hospital is not liable unless, there is deliberate action or gross negligence. The same applies to the loss of money and valuables that have not been entrusted to the hospital.
- (2) Any claims of liability concerning the loss of money or valuables stored by the administration as well as heritable assets which were stored by the hospital must be made in writing within a period of three months after the loss or damage has been noticed. The period of time for claims begins at the earliest with the discharge of the patient.

### **§ 14 Place of Payment**

Payments have to be made in Brakel at the payers risk and expense.

### **§ 15 Appliance Law and Place of Jurisdiction**

German law only applies to the contractual relationship, its completion and all claims resulting from it. Place of jurisdiction for all disputes arising from the contractual relationship are Brakel. The same place of jurisdiction is valid, if the patient has no general place of jurisdiction in Germany.

The Management