

Topremedy Ltd – Terms and Conditions

Effective Date: 09.10.2024

Company Details:

Topremedy Ltd, incorporated in England and Wales (Registered No. 10808356)
Registered office: 2 Londonderry Lane, Park Mews, Smethwick, England, B67 7EE

1. Introduction
 - 1.1. Topremedy Ltd., incorporated in England and Wales (Registered No. 10808356), is a UK-based company specialising in wellness and travel services. Acting as a disclosed agent, Topremedy Ltd. connects UK residents with healthcare and wellness providers in Hungary, offering access to a wide range of treatments, including medical, beauty procedures, diagnostics, and spa services.
 - 1.2. Topremedy Ltd. facilitates the connection between customers and suppliers, including hospitals, clinics, and accommodation providers, ensuring that customers benefit from shorter waiting times and competitive pricing. However, it is important to note that Topremedy Ltd. does not provide the services directly. Instead, all service agreements are between the customer and the supplier, with no responsibility borne by Topremedy Ltd. for the quality, outcome, or level of service delivered.
 - 1.3. Since many suppliers are based in Hungary, Hungarian law may apply to the contractual relationship between customers and suppliers. Topremedy Ltd.'s role is strictly limited to advertising and promoting these services, ensuring access to reputable providers while leaving all contractual matters between the involved parties.

- 1.4. Customers are advised to carefully review the terms and conditions of each supplier, including any cancellation and refund policies, as Topremedy Ltd. is not involved in the delivery or management of these services.

2. Disclosed Agency & Liability
 - 2.1. Topremedy Ltd. acts purely as a disclosed agent, facilitating connections between UK customers and Hungarian suppliers. As a result, Topremedy Ltd. is not liable for the services provided by the suppliers, nor does it enter into the contractual agreements. The responsibility for the performance and quality of services rests entirely with the supplier. Topremedy Ltd. cannot be held responsible for any disputes, damages, or claims arising from the services.

3. Payments
 - 3.1. Payment terms and conditions are determined by the supplier and are to be paid directly to them. Topremedy Ltd. does not process payments on behalf of any supplier, and therefore, has no liability or involvement in any payment issues or disputes. Customers should ensure they fully understand the supplier's payment terms, which may often require full payment upfront. In the event of cancellation or modification of services, any refund, if applicable, will be governed by the supplier's specific terms, and Topremedy Ltd. cannot be held liable for any payment-related matters.

4. Exclusion of Liability
 - 4.1. Topremedy Ltd. excludes all liability regarding the services provided by third-party suppliers, including but not limited to medical treatments, accommodation, or travel arrangements and any other travel related services. The company does not accept responsibility whatsoever for the outcome or quality of the services rendered by the suppliers, as this is governed solely by the agreements between the customer and the supplier. In no case will Topremedy Ltd. be liable for any financial losses,

dissatisfaction, or other issues related to the services. Customers must raise any service-related complaints directly with the supplier.

5. Data Privacy

- 5.1. Topremedy Ltd. adheres to GDPR regulations and ensures that customer data is shared directly with the suppliers for the purpose of facilitating services. Topremedy Ltd. is not responsible for how suppliers handle customer data once it is transferred. Customers should review the suppliers' privacy policies for details on how their personal and sensitive information will be managed. Topremedy Ltd. will not be liable for any misuse or mishandling of data by the suppliers.

6. Insurance

- 6.1. Customers are strongly advised to obtain comprehensive medical and travel insurance before engaging in any services facilitated by Topremedy Ltd. Insurance should cover potential issues such as cancellations, medical complications, and travel disruptions. While Topremedy Ltd. facilitates access to suppliers, the company takes no responsibility for unforeseen complications or disruptions, and insurance is recommended to mitigate such risks.

7. Changes to Terms and Conditions

- 7.1. Topremedy Ltd. reserves the right to update these Terms and Conditions as necessary to reflect changes in business operations or legal requirements. Updated versions will be published on the company's website. It is the customer's responsibility to review the terms regularly, as the most recent version will govern the contractual relationship between the customer and Topremedy Ltd.

8. Advertised Packages and Separate Contracts

- 8.1. Topremedy Ltd. may advertise combinations of services or "packages" for informational and convenience purposes only. These advertised packages are not offered, sold, or provided by Topremedy Ltd. as a combined product.
- 8.2. By using our services, customers acknowledge and agree that:
 - 8.2.1. Each component of an advertised package must be booked and contracted separately with the individual service providers. Topremedy Ltd can assist with navigating the booking process
 - 8.2.2. Topremedy Ltd. does not create, offer, or sell package holidays as defined under the Package Travel and Linked Travel Arrangements Regulations 2018.
 - 8.2.3. Customers are entering into separate contracts with each service provider for each component of their trip or treatment plan.
 - 8.2.4. Topremedy Ltd. is not a party to these individual contracts and bears no responsibility for the performance of these contracts.
- 8.3. Customers are responsible for making their own bookings directly with the relevant service providers for each component of their trip or treatment plan, even if these components were advertised together by Topremedy Ltd.
- 8.4. The price, availability, and terms of each component are set solely by the individual service providers and may change without notice. Topremedy Ltd. cannot guarantee the availability or price of any advertised service or package.
- 8.5. In the event that a customer is unable to book any component of an advertised package, Topremedy Ltd. bears no responsibility and has no obligation to provide alternative services or compensation.

9. No Travel Agency or Tour Operator Services
 - 9.1. Topremedy Ltd. expressly states that it does not operate as a travel agency or tour operator. Our services are limited to:
 - 9.1.1. Advertising and promoting services offered by independent suppliers.
 - 9.1.2. Providing information about these services to potential customers.
 - 9.1.3. Facilitating initial connections between customers and service providers.
 - 9.2. Topremedy Ltd. does not:
 - 9.2.1. Book travel arrangements on behalf of customers.
 - 9.2.2. Collect payments for travel services.
 - 9.2.3. Combine travel services into packages for sale as a single product.
 - 9.2.4. Have any control over the provision of services by suppliers.
 - 9.3. Customers acknowledge that by using Topremedy Ltd.'s services, they are not entering into any form of package holiday agreement or any other arrangement that would classify Topremedy Ltd. as a travel agency or tour operator under UK law.
10. Intellectual Property
 - 10.1. All content on the Topremedy Ltd. website, including but not limited to text, graphics, logos, images, and software, is the property of Topremedy Ltd. or its content suppliers and is protected by UK and international copyright laws. Customers may not reproduce, modify, distribute, or republish any content from our website without our express written permission.
11. Customer Responsibility and Misrepresentation
 - 11.1. While Topremedy Ltd. strives to provide accurate and up-to-date information about services and packages advertised on our platform, we rely on information provided by third-party suppliers. Customers acknowledge and agree that:

- 11.1.1. Topremedy Ltd. does not independently verify the accuracy, completeness, or reliability of information provided by suppliers.
- 11.1.2. Service details, including but not limited to prices, availability, facilities, and amenities, may change without notice.
- 11.1.3. Images and descriptions are for illustrative purposes only and may not precisely reflect the actual services or facilities provided by suppliers.

- 11.2. Customers are solely responsible for:
 - 11.2.1. Thoroughly researching and verifying all aspects of the services they intend to book.
 - 11.2.2. Directly contacting the service providers to confirm specific details, terms, and conditions before making any bookings or commitments.
 - 11.2.3. Ensuring that the services meet their specific needs and expectations.
 - 11.2.4. Verifying the reliability, credentials, and suitability of service providers before engaging their services.

- 11.3. Customers explicitly acknowledge and agree that:
 - 11.3.1. Topremedy Ltd. does not endorse, guarantee, or vouch for the reliability, quality, or suitability of any service provider advertised on our platform.
 - 11.3.2. While Topremedy Ltd. strives to list reputable service providers, we recommend that customers verify the credentials, licenses, and suitability of service providers before booking. Customers may contact us if they have concerns about a provider, and we will investigate any serious issues.
 - 11.3.3. Topremedy Ltd. bears no responsibility whatsoever for the actions, omissions, or quality of service provided by the service providers.
 - 11.3.4. Customers should conduct their own risk assessment, including but not limited to checking reviews, requesting references, verifying professional certifications, and ensuring the service provider meets all necessary legal and regulatory requirements.

- 11.3.5. Any decision to engage a service provider is made entirely at the customer's own risk, and Topremedy Ltd. shall not be held liable for any consequences arising from the customer's choice of service provider.
- 11.4. Customers agree that they will not rely solely on the information provided in Topremedy Ltd.'s advertisements or on our website when making decisions about bookings or purchases. Any decision to book or purchase services is made at the customer's own risk and discretion.
- 11.5. To the fullest extent permitted by law, Topremedy Ltd. excludes all liability for any form of misrepresentation, whether innocent, negligent, or fraudulent, regarding the services advertised on our platform. This includes, but is not limited to, misrepresentations about:
- 11.5.1. The nature, quality, or suitability of services.
 - 11.5.2. Pricing and availability.
 - 11.5.3. Facilities, amenities, or accommodations.
 - 11.5.4. Treatment procedures, outcomes, or risks.
 - 11.5.5. Travel arrangements or logistics.
 - 11.5.6. The reliability, credentials, or suitability of service providers.
- 11.6. Customers agree to indemnify Topremedy Ltd. against claims, damages, or losses arising directly from their own misuse of the platform or breach of these terms. Topremedy Ltd. will not be liable for claims arising from the performance of services provided by third-party suppliers unless such claims result from misrepresentation on the part of Topremedy Ltd.
- 11.7. If a customer identifies any significant discrepancies between the advertised services and those actually provided by suppliers, or has concerns about a service provider's reliability, they are encouraged to inform Topremedy Ltd. However, such notification does not create any liability on the part of

Topremedy Ltd., and resolution of any issues remains solely between the customer and the relevant supplier

11.8. By using Topremedy Ltd.'s services, customers explicitly acknowledge and accept the terms of this section, agreeing that they bear full responsibility for their decisions and actions based on information provided through our platform, including the choice and use of service providers.

12. Severability

12.1. If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law and Jurisdiction

13.1. These Terms and Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.