



TERMS & CONDITIONS AGREEMENT

V.18.8.1

Instructions: Please tick each box (e.g.) after reading each item; initial and date each page; and sign and date the 'Patient Acknowledgement' on the final page (page 8) of this document. Failure to tick any box does not exclude item from the accepted agreement but may result in booking delays. Please contact your World Orthopaedic representative for more information.

Every **World Orthopaedic** agency ("**World Orthopaedic**") client or customer ("Client") is accepted by **World Orthopaedic** subject to the following Terms and Conditions.

Section 1. Plain Language Agreement

The Client understands, acknowledges and accepts all of the following statements:

Boundaries of Services

World Orthopaedic is an independent Australian company based in Brisbane, Queensland and provides services to its clients similar to those of a travel or tour booking agency. World Orthopaedic does not provide medical services of any kind but rather assists Clients by providing information and booking services related to travel considerations associated with medical packages which are prescribed and ultimately provided by third-party medical physicians, specialists and surgeons working at hospitals located outside of Australia.

No communication provided by World Orthopaedic, its owners, employees or affiliated members (by email, telephone or otherwise) is to be interpreted by the Client as independent medical advice of any nature, regardless of the qualifications or titles held by these personnel. World Orthopaedic is not to be held liable for any recommendations, requests or advice received from the physicians located overseas and cannot influence any medical decision at any stage before, during or after the Client is provided surgery/care.

Once the patient had been received by the hospital(s) located overseas, World Orthopaedic is no longer included in discussions of patient care with the hospital. The hospital and international care staff will always take care to update World Orthopaedic of any critical updates and may pass communications to World Orthopaedic on behalf of the Client upon request. At all times while in the care of the hospitals overseas, all medical needs are to be attended to directly by the hospital and its staff. For any ancillary needs relating to travel (flights, accommodation, transfers etc.) please do contact World Orthopaedic directly while abroad at info@worldorthopaedic.com or our international client line on +61481344482.

Pricing

All prices are advertised, presented and discussed in AUD for the convenience of the Client. These prices are estimates only and are derived from Thai Baht (THB) and United States Dollar (USD) and final prices are subject to exchange rates advertised by the Commonwealth Bank of Australia at the time of invoice payment. All invoices are valid for a maximum of 7 days or earlier as stated on each invoice.

Minimising Risk of Unforeseeable Cancellation and Refund Procedure

World Orthopaedic will make all reasonable efforts to facilitate the preapproval of patients for surgery before commitment to any surgical package as per the advice provided by the hospital and its staff. As such, thorough preoperative testing of each Client is essential to proceeding with any procedure or surgery and the hospitals recommend that these be performed to a high standard for preoperative evaluation before the Client commits to travel. In cases where the patient chooses not to have all requested preoperative tests performed before travel, or these test(s) do not adequately reveal underlying health conditions, it is possible that the preoperative tests at the hospital reveal undiagnosed health conditions which may delay or preclude surgery from proceeding [For reference, the most common conditions to cause preoperative concern relate to conditions of the thyroid, heart or lungs. It is the responsibility of the Client to disclose a complete medical history and pursue all testing requested of the hospital before travelling].

In such very rare situations where a surgery is cancelled at the decision of the surgeon(s), specialist(s), hospital(s) or patient, a refund will be processed through the hospital by World Orthopaedic on behalf of the Client for any amounts not used/spent. As part of our service, World Orthopaedic will represent the Client in any disputes including refunds and provide prompt correspondence with all necessary departments at the hospital until the refund has been completed and processed back into the Client's nominated account.

Please note, unlike initial payments to providers overseas which are exchanged at the advertised "buying rate", refunds are processed at the advertised "selling rate" at the Commonwealth Bank of Australia in order to convert foreign currencies received back into AUD. It is important to understand that the discrepancy between these two rates will often result in a smaller amount being refunded than initially paid (in AUD), even in the event of a "full refund".

Client Expectations and Considerations

Although World Orthopaedic's facilitation services do not replace or reduce the Client's responsibilities to conduct their own independent research into the realities of orthopaedic procedures, we do, in good faith, insist on reminding all prospective Clients that joint replacement surgery is major surgery and as such has inherent risks of complications. World Orthopaedic insists that all Clients obtain at least one second opinion and discuss the relevant considerations of orthopaedic surgery with a local orthopaedic specialist/surgeon before committing to any recommendation provided by the hospitals or specialists located overseas.

The specialists abroad do advise their patients of the following items before proceeding with surgery, which have been provided here for the convenience of the client only, and are by no means exhausting considerations:

- Orthopaedic implants do not function exactly the same original, healthy human joints
- Regardless of surgeon, hospital or implant type, replaced joints can result in: shortening or lengthening of limb, clicking or knocking, reduced or increased range of movement, less/more/different pain
- Depending on the history of each Client, many orthopaedic implants are intentionally implanted anticipating a revision some years later once the implant has reached its useable lifespan
- Although the Client may request specific implant models to be used by the surgeon (including newly approved implants) the surgeon may advise against implant models/assemblies based on their professional expertise, knowledge and experience

Section 2. General Terms & Conditions

In addition to the above plain language statements, the Client understands, acknowledges and accepts all of the following:

1. World Orthopaedic Pty Ltd ("World Orthopaedic") is for all intents and purposes a travel agency and in providing any medical information to its clients and prospective clients relies on medical, surgical and other recommendations supplied by World Orthopaedic's preferred hospitals and clinics in Australia and overseas. World Orthopaedic provides this information to its clients and prospective clients on behalf of these hospitals and clinics and in good faith, however, this must not be construed as World Orthopaedic offering or providing medical advice in any instance. World Orthopaedic highly recommends that the client obtain independent medical advice from an appropriately qualified medical practitioner, or second opinion, in relation to any procedure or treatment that is being considered and that the client has requested be booked by World Orthopaedic for the patient.
2. The client understands that confidentiality is paramount to World Orthopaedic's operations. Client information is collected for use by World Orthopaedic on behalf of the Client and will not be released to any third party without the express permission of the Client. The client gives World Orthopaedic permission to store personal medical records generated overseas and share these with the client's local doctor if requested to help promote the highest level of ongoing patient care after returning from overseas medical treatment.
3. World Orthopaedic cannot and does not guarantee indications or presumptions of the client's potential experience provided by World Orthopaedic's representatives or partnered healthcare providers nor does it guarantee the client's outcome. Although we maintain a fair working relationship with all hospitals in our network, it is not reasonable to hold World Orthopaedic responsible for inspecting, policing or enforcing healthcare standards. It is critical that the client conduct their own research on all aspects of their requested surgery and treatments before commitment to surgery or treatment at any hospital.
4. All preoperative test results requested of the client by World Orthopaedic on behalf of the hospital are required no later than 2 weeks before departure and preferably before commitment of payment. The client understands that these tests will be repeated at the hospital for quality control purposes and that these repeated tests will ultimately be used to evaluate each client's fitness for surgery.
5. In the event that a client's requested preoperative test results have not been provided before payment, booking or departure, the client accepts that these preoperative tests will still be performed at the hospital and the revealing of new underlying health conditions may result in the delay or cancellation of surgery at the discretion of the surgeons and specialists at the hospital.
6. The client understands that any newly revealed/undisclosed underlying health conditions which require additional diagnostics or intervention before surgery are not included in the surgical package and that proceeding with these additional procedures is to be at the discretion and expense of the client under direct advisement by the surgeon and specialists and hospital staff.
7. Prices listed on the World Orthopaedic website and discussed during initial consultations are indicative prices only, based on standard and non-complicated procedures. Reasonable efforts are made to ensure prices listed are current at the time of publication and are subject to change without notice before invoice payment depending on, but not limited to, exchange rates, additional tests or procedures required as a result of preoperative test results, and any unheld airfares until secured with payment.
8. Currency conversions use the Commonwealth Bank's exchange rate at the time of the treatment plan proposal and will fluctuate according to international exchange rates. The final amount owed will be indicated on the final client invoice, which is payable in AUD only, in full to World Orthopaedic, no later than 45 days prior to departure, unless advised otherwise by World Orthopaedic or its representatives. Clients outside of Australia are to pay their invoice via Credit Card in AUD or if ITT Bank Transfer must be done, funds must be sent to World Orthopaedic in AUD only. Any additional fees incurred during the transfer will be invoiced back to the client. Upon receiving full invoice payment, funds will be sent directly to the suppliers (hospital, airline, hotel etc.) via ITT Bank Transfer as early as the same day.

9. Any extra costs incurred during face to face consultation and examination with your doctors overseas, are to be paid direct to the clinic or hospital by the client. Procedures of a lesser cost, or any cancelled procedures whilst overseas, will be refunded by the hospital or World Orthopaedic upon notification by the hospital within four weeks of the client's return to Australia. This refund does not include a 20% non-refundable deposit which may be refunded only at the complete discretion of World Orthopaedic and its affiliated healthcare providers. The client accepts losses associated with refunding exchange fees.
10. The client accepts the risks and complications inherent in their surgical procedures and medical care, irrespective of the procedure or where it is performed. We highly recommend that thorough independent research be conducted on all aspects of the proposed procedure/s and care.
11. Clients must understand that in the event of a problem arising, for whatever reason, (please refer to other related points below), it may be necessary to return to the hospital or clinic overseas for surgery/treatment, at a time-frame decided by the doctor or surgeon.
12. All clients are unique and will have different post-surgical recovery rates, results and reactions to those including, but not limited to, anaesthetics, pain medication, implants, medical devices, dressings, antibiotics and foods. The client understands that there is a minimum six-month recovery and settling period for all surgical procedures and all care must be taken, with lifestyle and activity, so as to not compromise his/her recovery or rehabilitation. Each client's individual genetic predispositions, anatomy and physiology also determines their recovery and results. Before performing any potentially risky actions or behaviour, all clients are to consult an independent medical practitioner familiar with your medical history and procedure(s).
13. All information pertaining to health and lifestyle is to be disclosed on the World Orthopaedic Medical History Form **and** to the World Orthopaedic consultant, including all previous and current pre-existing conditions, previous surgeries, medications and dosages. A release or authorisation letter from your medical professional, as well as medical reports, may be required if a condition is stated. Any false declarations or omission may result in your doctor rejecting surgery at the time of your consultation, additional costs that pertain to specialists or extra tests required if post-surgery complications occur.
14. If you are sick, have an infection or are recovering from one of, including: flu, cold, sinus, bronchial conditions, bladder infections, kidney disorders, metabolic disorders etc., prior to or on the day of consultation and/or surgery, it will be at the discretion of your doctor whether surgery is delayed or cancelled.
15. You are to inform World Orthopaedic if you become ill within 8 weeks of departure and will be required to supply a doctor's letter which includes details of any medication and dosages before travel.
16. Prior to face to face consultation and surgery, it is mandatory and a prerequisite of the hospital or clinic, that you undergo all requested preoperative test which include but are not limited to; blood tests, blood pressure tests and chest X-rays, mammogram, EKG/ECG fitness tests and/or echocardiogram. Clients over 45 years may be required to undergo these and other additional tests to ensure fitness for surgery. Additional tests may be required of clients with disclosed medical conditions, AND if you have not disclosed to World Orthopaedic and the clinic/hospital all medical conditions, previous and current, including smoking, and an underlying health issue is detected, you may require additional tests and specialist consultations, which will be at your own cost and payable directly to the clinic or hospital.
17. If the Client is not entirely comfortable with the outcome of discussions during consultation, it is in the Client's best interests and their responsibility to reconsider proceeding with surgery or treatment. These concerns must be communicated to the hospital and World Orthopaedic team as soon as possible.
18. The Client understands that once all details have been communicated directly by the hospital and understood by the client, the Client will be required to sign consent and agreement forms relating to all aspects of the treatments or surgery as a contract between the client and the healthcare provider.
19. Should the Client demand a procedure or technique, against the advice of the surgeon, the client will be required to sign an indemnity releasing the healthcare provider from any claims for any unsatisfactory post-surgery results and releasing World Orthopaedic of association with such outcome.

20. If the Client requires post-operative surgery as a result of the above point (19), or engages in activities which compromise surgery outcomes during the six months after treatment, the relevant medical Review Board will determine the fees payable by the Client in any case where revision surgery or treatment is required. Clients must cover flights, hotel and travel costs under these circumstances.
21. The client acknowledges the fact that physicians and surgeons are sometimes called away for emergencies or other priorities, if this is the case at the time of consultation/surgery, you will be handed over to another preferred attending specialist/surgeon or provided the option to delay your surgery.
22. The clinic/hospital/surgeon does not guarantee surgery or outcome: a) to any SMOKERS who continue to smoke pre, during recovery and post-surgery; b) to clients who omit information about health conditions; c) or clients who partake in activities that may / will compromise their surgical recovery, both before and / or after surgery.
23. In the event of unexpected outcomes or complications, infections, or not being satisfied with results whilst still overseas, the Client must advise the relevant medical supervisor or hospital promptly for early attention, not the World Orthopaedic office. These concerns are to be treated as emergencies and must be reported to the closest medical representative of the relevant clinic or hospital. The client understands that World Orthopaedic's role is solely to coordinate travel and initial bookings.
24. If a problem does arise as a direct result of the surgeon or hospital and requires revision surgery, the hospitals offer a six-month conditional guarantee on all surgeries (see page 5 below). The client must notify World Orthopaedic within the six-month time frame with full details and clear scan images, medical reports and findings. World Orthopaedic will fairly and reasonably initiate these communications on behalf of the client with the designated co-ordinator. World Orthopaedic is not responsible for the decisions made or the time taken to reach a decision by the hospital Review Board.
25. Following the previous item (24), during any hospital review of a client's dissatisfied results, requirements for the approval of any possible corrective surgery may include: examination by your local Medical Practitioner, Joint Imaging, Blood Tests etc. Depending on all factors considered, the hospital may agree to a case review and may or may not offer revision surgery.
26. World Orthopaedic will not be held responsible for any payment related to post-operative treatments or external appointments or care associated with any potential issues or complications that may arise post-treatment or surgery in Australia or overseas.
27. Travel including flight and accommodation costs promoted by World Orthopaedic are a "from" price and may vary depending on the client's chosen accommodation room-type(s) and travelling party size. Accommodation quotes provided during the enquiry are valid for that day only and subject to change, particularly if proposed travel is during holiday periods or high season.
28. Payments for accommodation booked by World Orthopaedic at our preferred hotels, must be made 45 days prior to departure, unless otherwise advised by World Orthopaedic. Some resorts have strict cancellation and "no show" conditions and may result in 100% no refund. The Client is also responsible for all associated costs if extra companions are travelling outside of the scope of the original booking and understands that World Orthopaedic does not influence standards of any hotel.
29. The client may opt to purchase their own airfares, and these are to be purchased upon confirmation of treatment/surgery dates after all preoperative diagnostics have been cleared by the hospital. All Passports must have six-months validity from the date of travel.
30. Airport-hospital transfers are arranged by your overseas hospital or clinic and are included for all World Orthopaedic clients. Transfer contact details are provided to all patients before departing Australia.
31. World Orthopaedic does not offer any passenger taxi/transfer services within Australia.
32. International Travel & Medical Insurance: It is strongly recommended that Travel Insurance is to be purchased prior to you leaving Australia. Travel and/or Medical Tourism Insurance is optional for clients to purchase independently and might not be available for all clients. Please research your own Travel &

Medical Insurance options. It is the sole responsibility of the Client to read and understand all associated terms and conditions of their Insurance policy provider.

33. World Orthopaedic may attempt to contact the client after their return home to discuss their experience and remind the client to visit their local physician as soon as possible. Even if World Orthopaedic is unable to make contact with the client, it is the client's responsibility to promptly arrange an appointment with their local physician to continue their aftercare.
34. If World Orthopaedic has organised airfares for the Client and/or their traveling party, this has been organised through their exclusive Flight Centre Business Travel (FCBT) partnership. As per FCBT policies, there is a \$150 amendment fee to change the flight details (up to 24hrs before the flight is due for departure), and a \$200 Cancellation Fee enforced by flight Centre. Patients who purchase airfares directly through other means are responsible for all associated booking and amendment fees as required. World Orthopaedic advises all patients to purchase flexible airfares, in the case that return flights need to be changed due to prolonged recovery times or other unforeseen circumstances.
35. If for whatever reason, the Client needs to change or amend their travel and/or medical treatment dates after the invoice has been paid, a \$200 amendment fee may be payable to World Orthopaedic at World Orthopaedic's discretion. This fee covers the administration costs incurred by cancelling and rebooking the Client's medical specialists, procedure dates, airfares, transfers and accommodation.
36. World Orthopaedic holds a "zero tolerance" policy for abuse or harassment. In the case of the Client and/or any representative of the Client becoming abusive toward or harasses any World Orthopaedic representative, World Orthopaedic retains the right to cease all dealings with the Client. This includes any defamatory or untoward statements made by the Client, which may affect the public image or reputation of the World Orthopaedic entity or its stakeholders, employees or partners. The Client will be notified of this in writing. If the client has already paid for their medical travel package and flights, their payment will be refunded, minus their 20% non-refundable deposit, and any associated cancellation fees, as required by World Orthopaedic's suppliers.
37. The initial medical consultation for every World Orthopaedic Client may be audio recorded by a representative of the clinic, hospital or surgeon during any/all consultations. This is a facility provided in the best interest of both the patient and the doctor or surgeon. Please advise World Orthopaedic in writing if you would prefer that consultations are not recorded.

*Client Declaration: The Client must read and understand all information above and sign accordingly and return prior to any finalisation of arrangements or payments. If the Client does not understand any point, please seek clarification from the World Orthopaedic consultant.

Section 3. Disclaimer

A. Website, Email and Offline Correspondence Material

All digital and offline information provided by World Orthopaedic is derived from a variety of sources and as such, World Orthopaedic is not responsible or liable for any inaccuracies or omissions as a result of information received from third parties. World Orthopaedic does not advocate any specific technique or philosophy of surgery procedure, nor does it endorse any medical procedure or advice whatsoever. World Orthopaedic does not warrant that the information or material on its website www.worldorthopaedic.com, in its emails or offline communications are entirely free from error or omissions. All reasonable efforts are made in every instance to provide the client with the most thorough and accurate information available to the consultant at the time of that correspondence.

B. Liability

World Orthopaedic cannot and **does not guarantee the outcome** or any results of the Clients' procedure/s performed by the doctor or surgeon. World Orthopaedic **is a travel facilitator and booking organiser only**, assisting Clients after they have chosen and confirmed to proceed with surgery or treatment, by organising arrangements for surgery dates, travel and accommodation only. World Orthopaedic **does not accept any liability** in contract or in tort for any miscommunication, misunderstanding, injury, damage, communication delays by the hospital, loss, delay, surgery outcomes, additional expenses incurred or inconvenience caused directly or indirectly by force majeure, unanticipated or uncontrollable event or effect on our part or directly or indirectly in connection with any surgical trip organised by World Orthopaedic on the Client's behalf. The Client agrees to release, defend and hold harmless World Orthopaedic and its officers, employees and agents from all and any such liability and indemnify each of them and World Orthopaedic severally against any claims that may be made by or through the Client related to World Orthopaedic office and consultants and/or any use of the Website or social media pages in any manner.

Section 4. Surgical Guarantee

Any surgical guarantees provided by the hospital are not applicable to the following:

- - Known 'inherent risks and complications' associated with surgery or medical treatments, invasive or otherwise, which are not a result of surgery; this is in the case of all surgical procedures in general
- - Any changes associated with weight gain/loss or pregnancy, post-surgery which will affect your results and outcome
- - ALL Smokers - particularly those that smoke 2-4 weeks pre-surgery, during recovery immediately post-surgery and/or continue to smoke post-surgery for 2-4 weeks
- - Patients engaging in compromising sporting/gym/recreational/employment activities during the first 6 months of recovery period, including but not limited to; running, jogging, combat, heavy lifting, rowing, water skiing, abseiling, climbing, high-impact aerobic activity etc.
 - Patients with identified Body Dysmorphic disorder (BDD)
 - Patients with cardiovascular disorders
 - Patients with diabetes
 - Patients with thyroid disorders
 - Patients with blood pressure disorders
 - Patients taking medication which may interfere with recovery
 - Patients with keloid scarring problems
 - Patients with osteoporosis

- Patients outside of the normal Body Mass Index (BMI) range
- Patients losing or gaining weight or commencing pregnancy up to 12 months post-surgery
- Revision clients – particularly those that have had previous revision procedures (outside of procedures arranged by World Orthopaedic), that they have not been “happy or satisfied” with, for whatever reason, any revision, subjectively.

Patient Acknowledgement

I _____ (Print Name), referred to as ‘The Client’ above, have read fully and clearly understand, acknowledge and accept ALL points of these eight (8) pages detailing Plain Language Agreements, General Terms and Conditions, Disclaimer and Surgical Guarantee, and choose to proceed with my overseas medical package and authorise the necessary international payments to be made on my behalf.

Signed: _____ **Date:** ____/____/____
(The Client)