



**OASES HEALTH HORIZONS LIMITED trading as TRASNA  
TERMS AND CONDITIONS OF SALE**

## 1. Introduction

The Health Service Executive in Ireland (the “HSE”) operates a cross-border healthcare scheme under Directive 201/24/EU (the “CBD”) for persons entitled to public healthcare in Ireland and who wish to avail of cross-border healthcare services. The CBD allows for patients ordinarily resident in Ireland who require and are entitled to public healthcare services to be referred to another EU/EEA member state for that care and be reimbursed in accordance with the CBD.

The Company carries on the business of providing healthcare administration services to Customers who wish to avail of cross-border healthcare under the CBD. This document sets out the terms and conditions of sale upon which the Company provides Services (as hereinafter defined) to the Customer (the “Terms”).

## 2. Definitions

“**Customer**” means you, the person who requires the Services, or in the case of a minor that minor’s parent or guardian.

“**Health Care Provider**” or “**Health Care Providers**” means the healthcare provider other than a Hospital including but not limited to doctors, specialists, consultants and allied health professionals.

“**Hospital**” means any hospital or clinic providing care to the Customer.

“**Medical Care**” means all and any medical services provided by Health Care Providers and/or a Hospital, including but not limited to room and board, general nursing services, medications, intensive care, operating room, medical and surgical supplies, administration of blood, blood plasma, diagnostic tests, radiological and pathological services.

## 3. Terms

These Terms govern the terms of a Customer’s agreement with Oases Health Horizons Limited trading as Trasna (the “Company”), whose registered office is at 38 Fitzwilliam Street Upper, Dublin 2. The Company is acting as the Customer’s agent in the purchase by a Customer of hospital administration services and treatment from a Hospital and is not responsible for the purchase of the Services from the Hospital. All Services provided by the Company are as your agent only and for the avoidance of doubt the Customer is responsible for his or her own contract for the provision of Medical Care with the Hospital.

An application made by a Customer to the Company to avail of Services, whether through the Company’s website or otherwise, shall be deemed an offer by a Customer to purchase the Services and are subject to these Terms. It shall be at the Company’s discretion to accept the offer. If both parties acquiesce to these Terms there is an acknowledgement that the Terms have been accepted by both parties.

## 4. Our Services

When a Customer has been accepted as a customer of the Company and on receipt of a validly signed Data Protection Consent Form, the Company will provide you with the following Services:

- (a) Seek out suitable Medical Care options for your requirements;
- (b) Provide a list of Hospitals where suitable Medical Care may be provided;
- (c) Provide you with a care path from your chosen Healthcare Provider;
- (d) Provide you with a contact point in your chosen Hospital during the delivery of the Services;

- (e) Liaise with the Hospital on your behalf to arrange a suitable time, date and location for Medical Care to take place; and
- (f) Assist with the application for reimbursement under the CBD, (the “Services”).

## 5. Eligibility and Referral

Anyone who is entitled to access services as a public patient in Ireland is eligible to avail of the CBD. Patients must follow public pathways in order to avail of entitlement under the CBD i.e. the Customer must be referred by a public consultant or GP. The entitlements under the CBD is not applicable to persons seeking: (1) access to services which are not provided for within the legislation of the State; (2) access to organ donation/transplantation; or (3) access to long term/residential care. More information on eligibility can be found at [www.hse.ie](http://www.hse.ie). It is the responsibility of the Customer and his or her referring clinician, not the Company, to confirm if a Customer is eligible to avail of the entitlements under the CBD, and the Company shall not be liable for any liability, costs, expenses penalties, fines, direct losses, indirect losses or consequential losses suffered by any Customer as a result of the Customer being ineligible to avail of the Services or Medical Care.

## 6. Application Process for Services

- (a) The Customer will apply to the Company via the Company’s website or call centre.
- (b) The Customer will be asked to sign the Terms and the Data Protection Consent Form and return both documents to the Company at an address to be provided at the time of application.
- (c) Oases will only begin to find a Hospital for the Customer once that Customer has requested that they do so and has returned the signed Data Protection Consent Form.
- (d) If a Customer is asked to pay a registration fee, this fee will be an administration charge and will not be refundable should the Customer not wish to continue availing of the Services.

## 7. Fees and Charges

Customers must pay the Hospital or Health Care Provider in advance of any Medical Care being administered and will then be entitled to claim reimbursement after the Medical Care has been provided.

The payment of all fees, charges and expenses are a matter for the Customer and the Hospital. The Company have no involvement in the delivery of Medical Care but will liaise with the Hospital /Health Care Provider to ensure the billing is carried out in a suitable fashion for the Customer’s reimbursement under the CBD.

Should an application for Services be refused or cancellation of Medical Care occur, the Company has no liability to the Customer for any fees, cancellation fees or otherwise, arising therefrom.

## 8. Cancellation of Services or Medical Care

The Customer may cancel the Services or Medical Care at any time provided that the cancellation is communicated by the Customer to the Company and the Hospital in writing. The Customer will not be entitled to a refund of any charges which they have already paid to the Company at the time of cancellation.

If the Customer chooses to cancel at any time, the Hospital may apply its own cancellation charges which are a matter for the Customer and the Hospital and do not include the cancellation charges which may become payable by the Customer to the Company.

If the Hospital cancels the appointment and/or Medical Care at any time before the Customer is admitted to the Hospital or the Hospital rejects the Customer for any reason and is unwilling to provide Medical Care, the Company shall not be responsible for any refund, loss, expense or liability of any nature to the Customer.

## 9. Data Protection

The Company is committed to protecting your privacy and information and full details of how we process your personal data as a Customer are set out in the Data Protection Consent Form which forms part of the Terms and which you are required to sign before utilising the Company's services. Please see our website [www.trasna.com](http://www.trasna.com) for a copy of the Data Protection Consent Form, the Company's Data Protection Policy and the Company's general Privacy Statement for full details on our data processing procedures.

With your consent the Company will process your personal data, which is likely to include health data and genetic data, for the purpose of providing the Services. This processing will include sharing your data with Hospitals and/or other medical treatment facilities as necessary. The Company uses your information to provide the Services only and for no other reason. If you consent to the processing of your personal data in this way, you are required to give explicit consent to the Company in advance of the provision of the Services. If at any time you want to access or amend the data we hold about you (to include withdrawing your consent to the Company processing your data), please contact the Company by emailing [info@trasna.com](mailto:info@trasna.com) or in writing to its registered office at 38 Fitzwilliam Street Upper, Dublin 2

#### 10. Limitation on Liability

The Company is not responsible in any manner for the delivery of Medical Care to the Customer. It is the responsibility of the Customer and the Health Service in the receiving country to ensure that he or she is satisfied with the ability of a Hospital to provide Medical Care in advance of receiving any Medical Care. It is the responsibility of the Hospital to ensure that its personnel and contracted medical professionals carry out their obligations and duties with reasonable care and skill and devote such time, attention and resources to ensure provision of satisfactory Medical Care.

The Company shall not have any liability for costs, expenses penalties, fines, liability, direct losses, indirect losses or consequential losses suffered by any Customer due to the standard of Medical Care provided by a Hospital or whether cause by breach of contract or tort (including negligence and breach of duty or statutory duty) arising in any way.

The Company is acting only as your hospital administration services agent and has no liability for a Customer's travel arrangements to attend a Hospital for Medical Care. A Customer is advised to speak to an insurance professional to identify the need for travel and medical insurance before travelling abroad for Medical Care.

#### 11. General

A variation of these Terms is only valid if it is in writing and signed by a director of the Company. References in these Terms to 'in writing' shall include electronic email and facsimile transmissions.

The failure to exercise, or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights and remedies. No single or partial exercise of a right or remedy provided in these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

Each of the provisions contained in these Terms shall be construed as independent of every other such provision, so that if any provision of these Terms shall be determined by any Court or competent authority to be illegal, invalid, or unenforceable then such determination shall not affect any other provision of these Terms, all of which other provisions shall remain in full force and effect.

These terms are governed by and construed in accordance with the laws of Ireland and each of the Company and the Customer irrevocably submits to the exclusive jurisdiction to the courts of Ireland to hear and decide any suit, action or proceedings, and to settle any dispute which may arise out of or in connection with these terms and our engagement with you.

If the Customer is in agreement with these Terms please sign and return a copy to us at 38 Fitzwilliam Street Upper, Dublin 2. If we do not receive a signed copy of the Terms back, a Customer's continuing instructions will amount to acceptance of these Terms, the continued appointment of the Company as a Customer's agent in

respect of the matter for which the Company are engaged by the Customer. The Company will not act as the Customer's agent in the absence of a returned signed Data Protection Consent Form.

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Signed by the Customer  
Dated:

Version 2, dated May 2019