

## MASSAGE TREATMENT AGREEMENT

### Agreement Between:

Osteopathy and Massage Practice Sabrina Schaffitzel

Naumburger Str. 28, 04229 Leipzig

and

### Patient Information:

|                |  |
|----------------|--|
| Name:          |  |
| Date of Birth: |  |
| Address:       |  |
| Postal Code:   |  |
| Phone Number:  |  |
| Email Address: |  |

### I. Subject of Agreement

This agreement pertains to the massage therapy treatment provided to the patient. The treatment may include both conventional and alternative therapeutic approaches, some of which may not be recognized by mainstream medical science. This agreement constitutes a treatment contract in accordance with Section 630a et seq. BGB in conjunction with Section 611 BGB. It is established when the patient signs this contract or otherwise accepts the services of the practice informally.

For the sake of readability, the term "patient" is used throughout this document and applies to individuals of all genders.

### II. Fees

Massage treatment fees are determined based on session duration:

30 minutes – €50

45 minutes – €70

60 minutes – €80

90 minutes – €120

Fees are payable immediately and must be settled within 14 days of invoicing. If payment is delayed, the patient will incur a late fee of €5.00. If further reminders are necessary, an additional late fee of €10.00 will be charged.

### III. Important Information

#### Appointment Scheduling and Cancellations

The practice operates by appointment only, meaning that each scheduled session is exclusively reserved for the patient.

The patient agrees to:

- Arrive on time for appointments.
- **For cancellations up to 48 hours before the scheduled appointment, 50% of the cost will be charged. For cancellations within 24 hours of the confirmed appointment, 100% of the cost will be charged.**
- To cancel an appointment, the patient may call 0178 51 78 109 (voicemail is available) or email [info@osteopathie-schaffitzel.de](mailto:info@osteopathie-schaffitzel.de).

Missed or late-canceled appointments (less than 24 hours in advance) will be charged the full session fee.

#### No Guarantee of Healing

There is no guarantee of healing or symptom relief associated with any treatment. In accordance with the German Advertising of Medicines Act (HWG), no promises regarding treatment outcomes are made.

#### Treatment Disclaimer

The patient acknowledges that massage therapy does not replace medical treatment by a licensed physician. If medical attention is necessary, the therapist will recommend seeking medical care or refer the patient to a qualified physician. This also applies in cases where legal restrictions prevent the therapist from providing treatment.

#### Confidentiality

All information shared during treatment is confidential. The therapist is bound by confidentiality laws and will not disclose any details to third parties. However, in certain circumstances—such as a reporting obligation under the German Infection Protection Act (IfSG) or a court order—the therapist may be legally required to breach confidentiality.

#### Data Protection

The practice stores personal data only to the extent necessary for diagnosis, treatment, and contract fulfillment. Data processing follows the regulations outlined in the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR).

#### **Acknowledgment and Agreement:**

Leipzig, Date: \_\_\_\_\_

Patient's Name & Signature: \_\_\_\_\_

The patient may revoke consent at any time and terminate the treatment. Additionally, they may request the presence of a trusted person during the session if desired.

## PRIVACY INFORMATION AND CONSENT FORM

### 1. Responsible Entity:

Osteopathy Practice – Sabrina Schaffitzel, Naumburger Str. 28, 04229 Leipzig

### 2. Data Protection Officer:

I am not required to appoint a data protection officer.

### 3. Purpose and Legal Basis for Data Processing:

Your personal data is processed for the following purposes:

A, Execution of the Treatment Contract and Billing: Legal Basis: Consent pursuant to Article 6(1)(a) GDPR and Article 9(2)(a) GDPR concerning health data.

B, Newsletter Distribution: Legal Basis: Consent pursuant to Article 6(1)(a) GDPR (if consent is the legal basis for processing).

C, Processing for Invoicing and Fee Notices via Email: Legal Basis: Article 6(1)(a), (b), (c) GDPR.

### 4. Types of Personal Data Processed:

The following types of personal data are processed for the purposes outlined above under number 3:

Reg. 3A, For contract execution and invoicing: Health data (treatment history), contact details, and billing data.

Reg. 3B, For newsletters: Name and email address.

Reg. 3C, For invoicing: Name, treatment type, and billing data.

### 5. Recipients of Personal Data:

Your data will not be shared with third parties unless required by law.

### 6. Retention Period for Personal Data:

Your data will be retained only for as long as necessary to fulfill the intended purpose.

Data subject to statutory retention obligations cannot be deleted under Article 17(3) GDPR. For example, under Section 630f (3) of the German Civil Code (BGB), medical records must be retained for 10 years after treatment completion.

Additional retention may be required if health data contains critical information of interest to the data subject.

Furthermore, retention may be justified under Article 17(3)(e) GDPR in cases where potential damage claims apply.



## **7. Your Rights as a Data Subject:**

Under GDPR, you have the following rights regarding the processing of your personal data:

- Right to access information about your stored data and its processing (Art. 15 GDPR).
- Right to rectification of inaccurate personal data (Art. 16 GDPR).
- Right to erasure of your data (Art. 17 GDPR).
- Right to restriction of processing, where deletion is not yet possible due to legal obligations (Art. 18 GDPR).
- Right to object to data processing (Art. 21 GDPR).
- Right to data portability, where processing is based on consent or contract (Art. 20 GDPR).

If you have given consent, you may withdraw it at any time with future effect.

If you believe your data has been processed unlawfully, you have the right to file a complaint with the responsible data protection authority (Art. 77 GDPR in conjunction with Section 19 BDSG):

Dr. Juliane Hundert

Postfach 11 01 32, 01330 Dresden

or

Devrientstraße 5, 01067 Dresden

There is no contractual or legal obligation to provide us with your personal data. However, we cannot perform the treatment contract without processing the data mentioned under 3a.

## Consent to Data Processing

Legal Basis: Art. 6(1)(a) GDPR, Art. 9(2)(a) GDPR

I,

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

hereby give my consent to:

Osteopathy Practice – Sabrina Schaffitzel, Naumburger Str. 28, 04229 Leipzig

Phone: 0178 51 78 109

for the processing of my personal data, including sensitive health data, for the purposes of:

- Execution of the treatment contract
- Receipt of newsletters
- Processing of invoices and fee notices via email

I understand that I can withdraw my consent in whole or in part at any time without justification, with future effect. The provision of this consent is voluntary. If I do not consent, there will be no disadvantage. However, without consent, the treatment contract cannot be executed.

This does not affect the billing of previously rendered services.

I acknowledge that I have received a copy of the privacy notice for reference.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

