



## Dr Dean v d Westhuizen

MBChB(UCT) DipOphth(SA)  
FCOphth(SA) MmedOphth(UCT)

MP Number: MP7221223

## Ophthalmologist - Oftalmoloë

Practice Number: 0837911

## Dr Morgan Hayes

MBChB(UCT)DA(SA)  
DipOphth(SA)FCOphth(SA)  
MmedOphth(UCT)

MP Number: MP0638897

📍 Address: 3 Nelspruit Eye Institute, 23 Brander Street, Nelspruit, 1201

📧 Email: [info@nelspruiteye.co.za](mailto:info@nelspruiteye.co.za) | Website: [www.nelspruiteye.co.za](http://www.nelspruiteye.co.za)

☎ Phone Number: 013 752 2810

📠 Fax Number: 013 755 4804

### TERMS AND CONDITIONS AGREED TO BY PATIENTS / PARENTS AND LEGAL GUARDIANS

*Please ask us if you, the patient, do not understand any of the clauses below.*

#### ABOUT THIS PRACTICE

1. This is an ophthalmology practice. We focus on / specialize in Cataract Surgery, Diabetic eye disease, Glaucoma and Pterygium surgery using modern diagnostic tools and technology. Our approach to healthcare is to partner with our patients in achieving good health outcomes, in which both patient and healthcare professionals share responsibility.

#### PRICING/FEES AND PAYMENT

2. This Practice bills according to a billing policy where it charges the fees it regards as appropriate in terms of the experience, services and training of the professionals working in the practice, as well as the cost-base of the practice.
3. We may also apply prescribed medical codes in determining the cost of treatment, where a general fee list of the most common codes we charge is available from our accounts department. Please email [info@nelspruiteye.co.za](mailto:info@nelspruiteye.co.za), phone 013 752 2810 or ask our Practice Manager for such a list. The fee list includes illustrative values of some procedures we do, where it is not possible to give an exact amount due to variables that may occur during a procedure.
4. What medical schemes pays for healthcare differ from scheme to scheme, and from option to option. You have to obtain those details from your scheme. If you are concerned about the amounts, please talk to your scheme.
5. **Our fees cover** your Practice visit (e.g. the consultation and any equipment or medicines used in the consultation) and all Procedures undertaken by the professionals in the Practice. **Our fees exclude** the costs of the hospital (admission, ward, theatre and other hospital fees), anaesthetists, pathologists (for blood tests), radiologists (for X-rays and scans) and therapists involved in your care. Please discuss their fees with them. In some cases, we have entered into **global fee arrangements** with some medical scheme options. Then a single fee will cover various aspects of your healthcare, as provided by various professionals and the hospital.
6. Please note that the cost of healthcare sometimes depends on how your body reacts to treatments and/or operations. The law allows us to step in **to save your life, or to prevent or reduce harm to you**. We will charge for the costs of this.
7. **All accounts must be settled within 30 calendar days of the date on the account. If you have not received an account from us within 30 days, please let the practice know immediately**
8. By choosing the Practice, you –
  - 8.1. Consent to us submitting the account to your medical scheme. This does not mean that the scheme has received the account or that they accept liability for the account. Please confirm that with them.
  - 8.2. If you do not want any particular account to be submitted to your medical scheme, please let us know before you leave the practice.
9. Confirm that the person indicated on the practice form as belonging to the scheme as principal member or dependent, is indeed a member with a valid membership at the date of visiting the practice.
10. **Patients who are not on medical schemes:** The general fee terms are available on request from our staff, but will be brought to your attention prior to commencing any of our services with you.
11. All adults (persons over the age of 18) **remain fully liable to settle the full account**, irrespective of:
  - 11.1. whether your scheme gave pre-authorisation; or
  - 11.2. whether you are a dependent on someone else's medical scheme.
  - 11.3. In some cases, medical schemes will only pay a portion of the treatment costs, and there is then still a part of the costs/fees outstanding. You are liable to pay this to us within 30 calendar days of the date appearing on the account you receive from us.
12. If your account is not paid after the required number of days, we will give, in terms of the National Credit Act, notice of 20 working days that your account is in arrears. If you fail to settle the account within another 10 days, the account will be handed over for debt collection. **This may result in you having a bad credit record.** We reserve the right to charge the maximum amount of **2% interest per month**, as allowed by the National Credit Act on all outstanding amounts. You will also be responsible for all costs relating to the debt collecting, such as commissions and fees levied by the debt collector and/or attorney.
13. If you feel that your medical scheme should have paid in full, you can lay a complaint at your scheme's internal

complaints process, and thereafter the Council for Medical Schemes by fax: (012) 431-0608 or at this email address: complaints@medicalschemes.com.

#### **ON TIME OF PERFORMANCE OF SERVICE**

14. Although we will do our best to render the services at the time we set, sometimes **a previous patient may require a longer time or an emergency has to get preferences**. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

#### **COMPLAINTS & CONCERNS**

15. The practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. When visiting the practice and using the services and products offered, all patients / consumers and their accompanying persons will, in the case of any complaints or concerns, use the practice's complaints policy and form as a first port of call. Both the policy and form are available from our website, and/or our reception staff.

#### **CONSENT TO PROCESS PERSONAL INFORMATION**

16. I acknowledge that my personal information needs to be processed by the practice and therefore grant the following consent:
- 16.1. I acknowledge and accept that the medical practice will during the course of rendering services to me, collect and have access to my personal information, including information relating to my race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier and my biometric information.
- 16.2. I grant my express consent for the practice to collect and process this information for the purpose of rendering services to me as well as processing claims with medical schemes or insurance funders.
- 16.3. Administrative staff employed in the practice may be granted access to my personal information contained in my health record, including any clinical notes, in order to process claims to medical schemes, issuing of documentation or any other administrative function required by the practice.
- 16.4. The practice makes use of an external billing company, and I grant my consent to the processing of my medical information as is required to process claims with medical schemes.
- 16.5. I accept that my personal information will be accessed and processed by my Medical Scheme and/or health insurer and grant the practice consent to transmit that information as required to process any claims.
- I accept that my personal information will only be utilized for the purpose it was collected for and that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time.

#### **PURPOSE AND NATURE OF HEALTHCARE**

16. You confirm that you understand that in healthcare **results cannot always be predicted or guaranteed**. Results also depend on how one's body reacts to the treatment and/or procedures.
17. You confirm that you understand that **your own behaviour** or that of a child or person legally under your care may affect the outcome of the healthcare received. You agree to follow the **instructions** provided to you by the healthcare professionals and/or come for follow-ups, etc. If you do not follow the instructions of the healthcare professionals or others, you undertake to not hold the Practice and its staff liable for any negative consequence.

#### **CHILDREN AND HEALTHCARE**

18. You confirm that you understand that, as a parent or legal guardian, **you are legally liable to cover the cost of your child's healthcare**, even if the Children's Act allows the child to provide consent to treatment without your consent (children 12 – 18 years who understand the implications of the treatment). You also confirm that you understand that there is a special legal dispensation and forms that must be used in cases of operations on children.

#### **EQUIPMENT, MEDICAL DEVICES AND MEDICINES ("GOODS") WE USE**

19. If we have to substitute a medicine or device with another one, we will obtain your consent for that. This is however not possible when you are in theatre, but we will inform you of that afterwards. In theatre, we will only substitute if necessary, such as when certain goods are not available, or are not working for your specific requirements.
20. If you are offered a substitution of a medicine at a pharmacy level, ask the pharmacist whether such substitution would be in your best interest, or ask us at the practice. Remember that the law only allows for **generic substitution** (the same molecule) and does not permit therapeutic substitution (another molecule). Please always take or use medicines as instructed.
21. Pharmacy and health legislation prevents us from taking back any medicines or equipment we have provided to you. We can also not refund such products.
22. We have to report all negative consequences ("**adverse events**") of medicines and medical devices to the manufacturer and the authorities. They will decide on the correct action and will inform us, and sometimes you, of the necessary steps to take.

#### **PATIENT / CLIENT / CONSUMER DUTIES (NATIONAL HEALTH ACT, 2003)**

23. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**
24. **You have the right to ask questions and to have them answered. If you do not ask any questions, we will assume that you have understood everything and accept it.**
25. You and/or your family or other persons that come to the Practice may not harass the healthcare professionals and staff. They must be treated with respect. If not, we are allowed by law to refuse to treat- or to continue to treat you or your children. In such cases, we will refer you to another Practice.