



TERMS AND CONDITIONS OF THE PRACTICE OF DR RUDI HAYDEN (referred to as “the practice”) AGREED TO BY PATIENTS, PARENTS AND LEGAL GUARDIANS

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

PRICING/FEES AND PAYMENT

1. Fees are set according to the following principles:

- 1.1. The practice bills according to a billing policy.
- 1.2. The general terms relating to private (i.e. non-medical scheme) patients are available on request from our staff.
- 1.3. The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). You have to obtain those details from your scheme. If you are concerned about the amounts, you have to talk to your scheme.
- 1.4. Our fees cover your visit to the practice (i.e. the consultation) and any equipment or medicines used during the consultation.
- 1.5. Our fees exclude the costs of the hospital (e.g. admission, ward, theatre and other fees), anaesthetists, pathologists (e.g. blood tests), radiologists (e.g. X-rays and scans) and therapists involved in your care. You have to discuss their fees with them.

2. 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.

3. All accounts from the practice must be settled within 90 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.

4. By choosing the practice, you:

- 4.1. 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. If you do not want any particular account to be submitted to your medical scheme, please let us know before you leave the practice, otherwise the provisions of 4.1. will apply (i.e. we will submit to the scheme).
- 4.2. 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.





5. You, if you are an adult, remain fully liable to settle the full account, irrespective of whether your scheme gave pre-authorization or not. This also applies if you are a dependent on someone else's medical scheme. 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.

6. If your account is not paid after the 30 calendar 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.

7. We will charge the maximum amount of 2% interest, as allowed by the National Credit Act, per month on all outstanding accounts. You will also be responsible for all costs relating to the debt collecting, such as commissions and fees levied by the debt collector or attorney. 8. If you feel that your medical scheme should have paid in full, you can lay a complaint at the Council for Medical Schemes by fax: (012) 431-0608 or at this email address: complaints@medicalschemes.com. If you feel that terms and conditions of the scheme are unfair or benefits were not communicated clearly, you can complain at the National Consumer Commission at fax: 086 151 5229.

TIME OF PERFORMANCE OF SERVICE

9. 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.

CHAPERONES AND INTIMATE EXAMINATIONS

10. Please note that a clinical urological examination is often part of a consultation at the practice, which often includes the breasts, genitalia (including the penis and scrotum in male patients, and the clitoris, vulva and vagina in women), perineum and rectum (men and women). These are referred to as "intimate examinations". You are welcome to bring along an additional adult (older than 18 years) person to act as a chaperone to be present when an intimate examination is being performed, as the practice does not employ an additional health care provider to act as a formal chaperone. Depending on your preference, the chaperone may be present during the whole consultation or only for the duration of the examination, directly by your side or on the other side of the curtain.

11. It is strongly encouraged that an adult (older than 18 years) person / escort acts as a chaperone for a patient under the age of 18 years during examinations. This will usually be a parent, guardian or caregiver.





12. Dr. Rudi Hayden may on occasion insist on a chaperone to be present during your examination, particularly if you are under 18 years old. If an appropriate chaperone is unavailable, the consultation may need to be rescheduled.

COMPLAINTS & CONCERNS

13. 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 should, in the case of any complaints or concerns, use the practice's complaints policy and form. Both the policy and form are available from our reception staff. The practice urges all persons to use this avenue before taking any action at any external entity.

CONFIDENTIALITY

14. This document constitutes a contractual agreement by the practice to protect all personal information in confidence.

15. We will use your information only in relation to your healthcare. In general, we keep all your information confidential, also when you are a child over the age of 12. We can only release information with your written consent, even if a family member requests the information. Please provide us with that consent if you want us to be able to disclose certain information to your family or other entities.

16. The following special cases exist where the law compels us to disclose your personal information and by agreeing to our services, you acknowledge this legal duty that we have to disclose:

16.1 To your medical scheme: a diagnostic code and details of the treatment and/or operation, so that the scheme can evaluate whether it falls within your benefits.

16.2 To the Compensation Commission or the Road Accident Fund, if you want to claim from them in cases of work-related illness or injury, or in the case of a motor-vehicle accident, all details they require of us. 16.3 To referring healthcare professionals and others involved in your care.

Information that is necessary and in your best interest, will be shared with such healthcare professionals, in terms of the National Health Act.

17. We keep and may use and/or sell anonymized information (i.e. without your name, identity number or address) to companies who collect this data to track trends in healthcare services. 18. Some medical schemes provide all information on all the dependents on a scheme to the principal (main) member. We do not accept liability for any personal information that is disclosed as a result, and you should direct queries on this to the medical scheme you belong to.





PURPOSE AND NATURE OF HEALTHCARE

19. You confirm that you understand that in healthcare results cannot be guaranteed. Results also depend on how one's body reacts to the treatment and/or operations. 20. You confirm that you understand that your own behaviour, or that of a child or dependent 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 do this, you undertake to not hold the Practice and its staff liable for any negative consequence.

CHILDREN AND HEALTHCARE

21. 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, DEVICES AND MEDICINES ("GOODS") WE USE

22. 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. If you are offered a substitution 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 (a different molecule).

23. Pharmacy- and health legislation prevents us from taking back any medicines or equipment we have provided to you. We can also not refund you in these circumstances.

24. If there is a proven quality or performance fault with the goods, we will contact the supplier, who will deal with the matter. They will decide on whether a repair, refund or replacement would be provided. Note that each manufacturer may have its own rules in this regard. In general, if you have made changes to the goods, you may invalidate any warranty.

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

25. You must adhere to the rules of the practice and any instructions given to you by staff or healthcare professionals. 26. 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 are fine with everything.





27. You and/or your family or other persons that come to the practice should 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.

