

TERMS & CONDITIONS

The Guarantor	Means any person who signs these terms and conditions, other than the patient, parent(s) or guardian, and who accepts full responsibility for payment of Optimed's Invoice.
Optimed	Means Optimed (Pty) Ltd, its holding, subsidiary and associated companies and all of those companies' directors, officers, employees and/or agents, as well as any hospital, clinic or medical facility owned and/or operated by Optimed.
Signatories	Includes the patients, guarantor, parent(s) and guardian where the patient is a minor, together or separately where the person has signed in that capacity.
Third Parties	"Third Parties", include but are not limited to medical practitioners, doctor's, radiologist, pathologists, specialists, medial aid and other service providers who are not employed by Optimed but are involved in the provision of various services to the patient.
Payment of account	I/We, the undersigned, will be responsible for and agree to make payment of the Optimed fee ("the fee") for the use of the Optimed facility and health services rendered, as charged by Optimed from time to time. Details of the fee structure as applicable from time to time are available in writing on request, and form part of this Optimed Contract.
Recovery of costs	In the event where you have failed to pay the fee mentioned above, Optimed have the right to recover any legal costs to recover the amount due. Attorney's fee be recovered by the attorney directly for you.
Signatories personally responsible	I/We, the undersigned, signatory(ies), will be personally responsible for payment of the fee, whether the invoice has been submitted to my medical scheme or any other party for payment. The person who signed these terms and conditions, as the person responsible for payment of the fee, will remain solely responsible for the full outstanding amount.
Deposit / Guarantee	We, Optimed, may request a deposit or guarantee from you, which must be provided immediate, Acceptable payment methods will be provided to you with the request.
Invoice due and payable	The fee becomes due and payable immediate upon presentation of the final invoice.
Consent to access credit information	I/We, the undersigned, consent to Optimed obtaining from any credit bureau, or any other institution with whom I/We, the undersigned, may have financial dealings any information concerning my credit profile and payment history.

Patient's consent	I acknowledge that in providing health and/or medical services ("Services") to me, it is necessary for Optimed and third parties that are involved in the provision of services, to process my personal information. "I provide my express consent to Optimed to process my personal information as defined in legislation for purposes of providing service and to share such personal information with "third parties" in order to provide various medical and related services to me".
Consent to Magistrates Court	I/We the undersigned, hereby consent and submit in the terms of section 45 of the Magistrate's Court in respect of all actions of other proceedings which might be brought against me/us by or on behalf of Optimed arising out of my/our failure to pay the fee or other breach of the Optimed Contracts, irrespective of the value of the claim against me/us.
South Africa Jurisdiction and Law	This Optimed Contract and the use of Optimed Facility and any health services provided by Optimed to the patient shall be governed by and construed in accordance with the laws of the Republic of South Africa.
Address for Notices	The addresses provided in the details section above are the chosen addresses for all purposes, including the serving of any court documents such as summonses or notices, the payment of any amount and any communication between the parties in terms of this agreement. A party may change their chosen address by 30 days written notices to the party.
Verification of Address &	Optimed reserves the right to verify address and employment details. Employment
Notice	Every notice, consent, invoice or other communication required or permitted in terms of this contract, must be in writing. Notices may be delivered: <ul style="list-style-type: none"> • by hand to the address referred to in the details section or any other address chosen in writing; • by telefax or e-mail to the addressees telefax number or e-mail address, an acknowledgement of receipt from the recipient must be given to the sender; or by prepaid registered post to the address referred to in the details section or any other address chosen in writing.
Disclosure	I/We, the undersigned, authorises Optimed, or any attending doctor, or any other attending healthcare professional to disclose the nature of the patient's diagnosis and/or any health services rendered to the patient and al and any records or copies of records in relation thereto to the patient's medical aid.

Medical Practitioners	I/We, the undersigned, understand and accept that the medical practitioners, doctors, radiologists, specialists and other such practitioners who treat the patient are independent contractors who are not employed by Optimed and that Optimed is not responsible for their invoices or treatment.
Disclaimer in respect of property	I/We, the undersigned, understand, accept and agree that Optimed will not be liable or responsible for any loss of, damage or destruction to, any property, including money and valuables, belonging to the patient, or in possession of the patient, or given to Optimed for safekeeping, even if Optimed is/was negligent in any way and no matter how the loss, damage or destruction was caused.
Minor patients	Where the patient is a minor, that is unmarried and below the age of 18 years, both the minor's parents and/or guardians sign these terms and conditions in both their personal and representative capacities and in so doing accept responsibility for payment of the fee in full.
Accounts and Invoices	I/We, the undersigned, hereby confirm that Optimed may use the email addresses as indicated in the patient/guarantor details for communication purposes and accounts and/or invoices, Optimed may use my personal information for purposes of collecting and recovering any amounts owed by myself to Optimed.
Terms and conditions read, understood and agree	I/we, the undersigned, warrant that I/We, the undersigned, have read understood and agree to these terms and conditions, and the Disclaimer in respect of property set out herein and contracts on such terms, conditions and the Disclaimer in respect of property.