

# LOWVELD HOSPITAL

## CONDITIONS FOR ADMISSION

### THE SURGICAL PROCEDURE

I, the signatory hereof, hereby grant my voluntary and informed consent to an operation, procedure, observational or monitoring process upon myself/my spouse/ my dependant, the nature, consequences, risks, dangers, benefits, disadvantages, prognosis and alternatives, where applicable, of which have been explained to me by the doctors concerned and which are understood by me. I furthermore hereby grant consent to any further or alternative measures that may be deemed necessary or desirable by such doctors, as well as to the administration of a general or other anaesthetic for the purposes of the said operation, procedure, observational or monitoring process. I moreover hereby grant consent to any radiological examination, laboratory tests, physiotherapy or hospital/clinic services that the said doctors may prescribe.

I hereby declare that I/the patient as instructed:

- have had no food or fluid in the six hours prior to the anaesthetic
- Undertake not to drive a vehicle or operate machinery for 24 hours after discharge
- Will, upon discharge by the hospital, be accompanied home by a responsible person and shall not be alone at home
- Will contact the hospital or my/the patient's doctor, should any postoperative complications arise.

I hereby acknowledge and accept that I am/the patient is under the control and supervision of the doctors who are involved in the operation, procedure, observational or monitoring process and that the doctors administering treatment and/or rendering services to me/the patient, inclusive of the radiologist, pathologist, physiotherapist, anaesthetist, and the like, are independent contractors and not employees or agents of the hospital, and that the hospital takes no responsibility for damage, loss or injury arising from such treatment and/or services.

### GUARANTEE OF PAYMENT

Any person who signs this Form of Admission, whether as patient, guardian, on behalf of the patient, or as guarantor of the patient:

1. Agrees to be jointly (where applicable) and severally liable for payment of the hospital account in respect of the services rendered to such a patient, notwithstanding any claim

arising from a medical scheme or insurance cover. Where this form provides for signature by more than one person, the guarantor shall remain bound notwithstanding that no such other person (s) signs this form.

2. Is expected to have acquainted him-/herself with all the terms and tariffs of this hospital.
3. Undertakes, in the event of an account being unsettled for any reason and being referred to attorneys for collection, to be jointly and severally liable for the payment of all costs on and attorney and own client scale, all collection commission ad all tracing costs. All outstanding amounts will be recovered in the following order: attorneys' fees, collection commission, tracing fees and lastly capital. A certificate signed by the financial manager will constitute sufficient proof of the debt or any part thereof on a given date, and will be regarded as correct unless the signatory proves the contrary.
4. Warrants hereby that (where applicable):
  - 4.1 Such signatory and/or patient is/are bone fide member (s) of the medical scheme mentioned in the admission register;
  - 4.2 the person receiving treatment, is a bona fide dependant;
  - 4.3 there are preference funds available for such patient;
  - 4.4 that all medical aid premiums are paid up to date;
  - 4.5 that he/she has not been sequestrated and does not suffer from any legal or contractual disability preventing him/her to sign his form.
5. Authorises the hospital to present for payment to the said medical scheme any account owed to the hospital by the patient and/or the signatory, on behalf of such debtor. Notwithstanding the aforesaid, it remains the debtor's duty to ensure that all accounts are submitted to the medical scheme timorously. The hospital shall incur no liability in instances where accounts are not submitted to the medical scheme timorously.
6. Chooses domicile citandi et executandi at the abovementioned address.

## **JURISDICTION**

The legal relations between the debtor and the hospital, Lowveld Hospital (Pty) Ltd, and any of their employees, agents and/or any other persons for whom the aforementioned parties are vicariously liable in law (hereafter referred to as "the hospital et al"), arising directly or indirectly from the admission of the patient to the hospital or in respect of any treatment administered to the patient in the hospital, shall be determined exclusively in accordance with the Laws of the

Republic of south Africa/Namibia (as the case may be) in the Republic of south Africa/Namibia (as the case may be). Any competent Magistrate's Court in the Republic of South Africa/Namibia (as the case may be), or at the election of the hospital et al, the High Court, shall have jurisdiction in all matters so arising, notwithstanding the amount of the cause of action.

## **INDEMNITY**

It is an explicit condition for admission to this hospital that the hospital et al will not be liable for the loss of or damage to the personal belongings of patients, except where such belongings were handed in for safe custody and a safe custody receipt, issued on behalf of the hospital, can be produced. The hospital et al will take the care that can reasonably be expected in ensuring the safety and well-being of the patient in the hospital. The patient, the patient's guardian and/or the signatory(ies) agree that all claims proved against the hospital et al for loss, damage (including consequential damage) or expenses suffered or incurred by the patient, the patient's guardian, the signatory(ies) and/or the patient's dependents, arising directly or indirectly, mental or physical damage (of whatsoever nature) suffered by the patient resulting from any act or omission (of whatsoever nature) by the hospital et al, shall be limited to a maximum amount of R5 million. This applies irrespective of whether the claim arises by contract, delict or otherwise and whether for special damages, general damages, consequential damages or other loss, expense or charge of whatsoever nature.

## **GENERAL**

No amendment or deletion of any part of this document shall be effective unless the hospital manager (or his/her authorised representative) signs next to each variation or deletion. By affixing his/her signature hereto the signatory confirms that he/she does so willingly and without any duress of any nature and confirms furthermore that he/she agrees to these conditions