

TERMS & CONDITIONS

1. Introduction

- 1.1 Dr's Botha and Whitlock Inc (2018/480868/21) Practice number 9990140000780871 trading as Advanced Sedation.
- 1.2 These are our terms and conditions of business. Please read them carefully - in certain places they restrict your legal rights and contact us by telephone on +27 73 445 5423 or by email admin@sedation.co.za if you want to clarify or discuss any of these terms and conditions.

2. Definitions and interpretation

- 2.1 In these terms and conditions unless the context otherwise requires, the following definitions apply:
- **Clause** means a clause set out in these terms and conditions;
 - **Fee** means the sum payable by you to us in consideration of Services provided to you by us as set out in the Letter;
 - **Good Industry Practice** means the degree of skill, care, prudence and foresight which would reasonably be expected from a reasonably and appropriately skilled, trained and experienced sedationist;
 - **Letter** means the letter sent from us to you regarding the provision of Services on the Treatment Date;
 - **Pack** means a pack containing: the Letter, pre- and post sedation instructions, patient informations, medical history form, consent form, payment instructions, and these terms and conditions;
 - **Services** means human sedation services in relation to medical and dental procedures as set out in the Letter;
 - **Surgery** means the location set out in the Letter where the Services are to be provided;
 - **Treatment Date** means the date when the Services are to be provided by us as set out in the Letter or as otherwise agreed between you and us in writing.
- 2.2 Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate unincorporated associations and partnerships.
- 2.3 Headings are included for ease of reference only.

3. Dealings between you and us

- 3.1 These are the terms and conditions (as revised or updated by us from time to time) upon which we are willing to supply Services to you and they will apply to all dealings between you and us to the exclusion of all other terms and conditions except those set out in the Letter.
- 3.2 If there is any inconsistency between these terms and conditions and the Letter then the Letter shall prevail.
- 3.3 The contract is made when you sign the consent in the Letter which confirms your agreement to these terms.

4. Cancellation

- 4.1 Should you wish to cancel the Services or re-schedule the Treatment Date you must notify us as soon as possible in writing.
- 4.2 You may cancel the Services and receive a full refund of the Fee paid during the seven working day cooling off period commencing on the day after signature of the Letter. Please note that this cooling off period and your right to cancel will terminate automatically on performances of the Services
- 4.3 Subject to Clause 4.2, if you cancel the Services LESS than 2 working days notice then we shall be entitled to charge you, and you shall pay, for any of our costs reasonably incurred in anticipation of the provision of the Services up to the date of cancellation or where we have already received payment of the Fee we will refund the Fee less any of our costs reasonably incurred in anticipation of the provision of the Services up to the date of cancellation.
- 4.4 We may at our discretion accept any request to re-schedule the Treatment Date. Should we be unable to accept your request for re-scheduling the Treatment Date we shall inform you verbally or in writing and if no further dates are proposed by you within 7 days of our notification then the Services will be deemed to have been cancelled and Clauses 4.3 and 4.4 shall apply.

5. Services

- 5.1 We will provide the Services:
- a. in accordance with Good Industry Practice;
 - b. using appropriately trained, experienced and accredited personnel; and
 - c. in accordance with all laws, regulations and guidelines relating to the sedation of patients for medical and dental purposes.

6. Your obligations

- 6.1 You shall:
- a. make the full payment of the Fee no LESS than 2 working days prior to the treatment date.
 - b. read and comply with the pre- and post-sedation instructions in the Pack; and
 - c. fill in the medical history form accurately and return it to us so that we receive it at least 2 working days prior to the Treatment Date.
- 6.2 You understand, acknowledge and agree that:
- a. any failure by you to comply with your obligations in condition 6.1 shall mean that we are under no obligation to provide Services to you;
 - b. we will provide the Services as appropriate based on the information you provide to us in the medical history form. Accordingly we shall not be liable to you in any way for any acts or omissions by us caused by inaccurate or misleading information being provided by you in respect of your medical history;
 - c. if on receipt and inspection of your completed medical history form we reasonably decide that you are unable to receive the Services we reserve the right to refuse to provide the Services

7. Payment

- 7.1 Advanced Sedation will invoice you directly for the sedation fees, unless arrangements have been made by your surgery to settle the accounts.
- 7.2 The Fee set out in the letter is calculated in accordance with the anticipated duration of the procedure, as requested by the Surgery. You must pay the full fee beforehand.

7.3 All payments you make must be in South African Rand unless the Letter states otherwise.

8. Our liability to you

- 8.1 Nothing in these terms and conditions shall exclude or limit our liability for:
- a. death or personal injury arising from our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability that cannot be limited or excluded by law.
- 8.2 The warranties and conditions stated in these terms and conditions are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these terms and conditions whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
- 8.3 Subject to condition 8.1 our total aggregate liability to you under or in connection with these terms and conditions (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the value of the Fee.

9. Personal information

- 9.1 Save as set out below, we will use all personal information that is supplied to us by you or a third party on your behalf for the purpose of providing you with the Services.
- 9.2 We may also use the personal information we collect about you or that you or a third party on your behalf gives to us for the following purposes:
- a. to comply with legal and regulatory requirements;
 - b. to detect, investigate and prevent fraud and to trace debtors;
 - c. to update and enhance our patient records;
 - d. for internal analysis and research;
 - e. to send you by email or other permitted means (such as post or phone) marketing communications about our sedation services which we think may be of interest to you. You can tell us at any time if you would prefer not to receive such information.
- 9.3 We may disclose your personal information to: our agents, service providers and your dental or general practice for any of the purposes set out above and the police, Government departments and agencies for the purposes set out in conditions 9.2 (b) above.
- 9.4 You agree that you have permitted your dental or general practice (as appropriate) to give us personal information about you.
- 9.5 If you have any questions in relation to how we process or use your personal information then please contact us on +27 73 445 5423 or by email admin@sedation.co.za or by letter to the registered address on page 1 of these terms and conditions.

10. General

- 10.1 You must not assign, transfer, dispose of or delegate any of your rights or obligations under these terms and conditions without our prior written consent.
- 10.2 These terms and conditions together with the Letter and any documents referred to in them or made under them contains the entire agreement between you and us relating to the provision of Services to you and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us (or any third party) in relation to such matters. No oral explanation or oral information given by us shall alter the interpretation of these terms and conditions.
- 10.3 You hereby confirm that you have not relied on and shall have no remedy in respect of any statement, representation or warranty that is not set out in these terms and conditions. Nothing contained in this condition 10.3 shall however operate to limit or exclude our liability to you for fraud or fraudulent misrepresentation.
- 10.4 We will not be liable to you for any breach of our obligations under these terms and conditions to the extent that the breach is due to circumstances beyond our reasonable control, which shall include, without limitation problems with the owners/tenants of the Surgery
- 10.5 No third party shall have any rights under or in connection with these terms and conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.6 If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other provision of these terms and conditions
- 10.7 Any failure by us to enforce at any time any term or condition under these terms and conditions shall not be considered a waiver of our right thereafter to enforce each and every term and condition of these terms and conditions.

Privacy Notice

Advanced Sedation holds personal data about their patients for the purposes of providing them with appropriate care and treatment

Our lawful ground of processing your personal data is either your consent or our legitimate interest to fulfill the terms of our agreement with you, namely to plan and administer safely a medical procedure (IV sedation).

Advanced Sedation keeps records about the healthcare and treatment it provides to its patients. This helps us to ensure that you receive the best possible care from us.

Advanced Sedation may also use personal details to issue patient satisfaction surveys relating to the services used. This helps patients, because :

- Accurate, up-to-date information is important for providing the right care
- If a patient has to see another doctor, details of the patient's healthcare can be made available
- Satisfaction surveys enable Advanced Sedation to improve the way we deliver healthcare to our patients

This helps Advanced Sedation to safely plan, manage and administer your treatment plan, to prepare statistics of our performance, to teach and train our medical professionals and to conduct sedation research and development.