

THE
SURGICAL
INSTITUTE

The patient is admitted to “The Surgical Institute” (also referred to as ‘ the facility’) on the terms and conditions set out below. . Any person who signs this admission form on behalf of the patient or as guardian or as guarantor of the patient (“Signatory”) or as the patient, whether on admission, during the patient’s facility stay or on the patient’s discharge from the facility:

1. Agrees thereby to be jointly (where applicable) and severally liable for payment of the facility account in respect of the services rendered to the patient, including the pharmacy account, notwithstanding any claim arising from a medical aid scheme or insurance cover. Any Signatory shall remain bound not with standing that the patient has not signed this admission form.
2. Is expected to have acquainted him/her/themselves with all the terms and tariffs applicable upon admission to the facility and to have noted that:
 - 2.1 The daily tariff is in respect of accommodation (including ward stay, meals and general nursing care);
 - 2.2 The full facility account (which may include, but is not limited to, accommodation, theatre time, gasses, equipment, pharmacy stock, and miscellaneous items such as telephone use, etc.) in respect of the patient’s stay at the facility, the services rendered and medication and/or other goods dispensed from the pharmacy is payable in full upon rendering thereof;
 - 2.3 Doctors and other medical professionals fees will be billed separately;
 - 2.4 The terms and tariffs applicable to private patients are accessible on request from **The Surgical Institute** (info@thesurgicalinstitute.com) or a copy of such tariffs are available via reception.
 - 2.5 The terms and tariffs for patients covered by medical aid schemes vary. Please communicate directly with the patient’s medical aid scheme for the applicable tariffs prior to admission.
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 an attorney and own client scale, all collection commission and all tracing costs. All outstanding amounts will be recovered in the following order: attorney’s fees, collection commission, tracing fees, interest and lastly capital.
4. Warrants hereby that (if applicable):
 - 4.1 the patient is a bona fide member of the medical aid scheme mentioned herein and his/her membership is valid as at the date of signature of this admission form and at the time of procedure or
 - 4.2 the Signatory is a bona fide member of the medical aid scheme mentioned in this admission form, his/her membership is valid as at the date of signature of this admission form, and the patient is a bona fide dependent in terms of such membership;
 - 4.3 there are medical aid scheme benefits available for the patient
 - 4.4 He/she has not been sequestrated and does not suffer from any legal or contractual disability.
5. Authorises the Facility to present for payment to the medical aid scheme any account owed to the facility in respect of the patient, on behalf of the patient and/or Signatory (“Debtor”). Notwithstanding the afore said, it is specifically recorded that it remains the Debtor’s duty to ensure that all accounts are received by the medical aid scheme timeously. The **facility** shall incur no liability in instances where accounts are not submitted to the medical aid scheme timeously.

6. Chooses domicilium citandi et executandi at the address detailed on the front page of this admission form.

Jurisdiction

The legal relationship between the Debtor and the **The Surgical Institute**, and any of their directors, employees, agents and/or representatives (hereafter referred to as “the facility et al”), arising directly or indirectly from the admission of the patient to the facility or in respect of any treatment administered to the patient in the facility, shall be determined exclusively in accordance with the Laws of the Republic of South Africa in the Republic of South Africa (as the case may be) and furthermore any competent Magistrate’s Court in the Republic of South Africa (as the case may be), or at the election of the facility, 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 of admission to the facility that the facility et al will not be liable for the loss of or damage to the personal effects of the patient. Although the facility et al will take care in ensuring the safety and well-being of the patient in the facility, subject to all applicable laws, the patient and/or the Signatory agrees that all claims proved against the facility et al for loss or damage, including consequential damage or expenses suffered or incurred by the patient and/or the Signatory, arising directly or indirectly from any injury, disability, mental or physical harm (of whatsoever nature) suffered by the patient resulting from any act or omission (of whatsoever nature) by the facility et al, shall be limited in quantum to a maximum amount of R1 million, respective of whether the claim arises by contract, delict or otherwise and whether for special damages, general damages, consequential damages or any other claims of whatsoever nature.

Credit Bureau

The patient and/or Signatory confirms that the facility may provide a credit bureau with all information regarding these conditions for admission and any non-compliance with the terms thereof by the patient and/or Signatory. The patient and/or Signatory confirms that the credit bureau may supply a credit profile and a possible credit rating based on the credit worthiness of the patient and/or Signatory to the facility. The patient and/or Signatory have the right to contact such credit bureau, to request the disclosure of his/her credit record and to correct any incorrect information.

General

No alteration or deletion of any part of this document shall be effective unless the facility Manager or his/her authorised representative signs next to each variation or deletion. By affixing his/her signature hereto the patient and/or 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 for admission and that no misrepresentation with regard to the content hereof has been made by the facility or any of its employees.

Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

PATIENT TO COMPLETE:

Print Name and Surname:	<input style="width: 90%;" type="text"/>	
Date:	<input style="width: 80%;" type="text"/>	Patient Signature
Time:	<input style="width: 80%;" type="text"/>	

RECEPTIONIST TO COMPLETE:

Print Name and Surname:	<input style="width: 90%;" type="text"/>	
Date:	<input style="width: 80%;" type="text"/>	Receptionist Signature
Time:	<input style="width: 80%;" type="text"/>	