Since 1967
WECK & DANNER
Optometrists

# PRACTICE DISCLAIMER, WARRANTY & TERMS

Practice No. 0583898 · 7 Breë Street, Vredenburg, 7380 · Tel. 022 713 1431

**This document has three parts:**

**Part A** Practice Disclaimer — professional conduct, privacy and fees (sections 1–6)

**Part B** Product Warranty & Returns — frames, lenses, coatings and returns (sections 7–12)

**Part C** General Terms — applies to Parts A and B (section 13)

## PART A | PRACTICE DISCLAIMER

### 1. Professional Scope and Integrity (HPCSA Rule 21)

In accordance with Ethical Rule 21 of the Health Professions Council of South Africa (HPCSA), all clinical and professional acts performed at this practice are conducted by registered practitioners who are:

- Adequately educated, trained, and sufficiently experienced in their respective fields.
- Operating under proper conditions and in appropriate clinical surroundings as prescribed by the Professional Board for Optometry and Dispensing Opticians.

This practice adheres strictly to the HPCSA Ethical Rules of Conduct, ensuring that all diagnostic and therapeutic acts are performed within the practitioner's registered category.

### 2. Workplace Injury (COIDA) & Financial Facilitation

- **Non-Facilitation Clause:** The optometrist and this practice do not act as a facilitator, intermediary, or administrator between the patient and any financial institution, insurance provider, or the Compensation Fund regarding workplace injury (COIDA) claims.
- **Appointment Responsibility:** This practice is not responsible for arranging, scheduling, or managing appointments related to workplace injury assessments or follow-up consultations with third-party medical or financial bodies.
- **Administrative Obligation:** It remains the sole responsibility of the patient (or their employer) to manage all administrative and financial processes related to such claims.

### 3. Social Media and Online Engagement

- **Educational Purpose Only:** Content shared on our social media platforms is for general informational purposes and does not constitute a professional diagnosis or a doctor-patient relationship.
- **Prohibition of Online Diagnosis:** In line with HPCSA Ethical Guidelines on Social Media, clinical advice will not be provided via social media comments or private messaging.
- **Privacy Warning:** Patients are discouraged from posting sensitive health information publicly. The practice is not liable for privacy breaches resulting from information shared by patients on public forums.

### 4. Confidentiality and Data Privacy (POPIA)

- **Statutory Protection:** Your personal and medical information is protected under the National Health Act No. 61 of 2003 and the Protection of Personal Information Act (POPIA).
- **Disclosure:** Information will only be disclosed with your express written consent, by court order, or where it is in the overriding public interest.

### 5. Financial Disclosure & Fees

- **Informed Consent:** Patients will be informed of all costs associated with treatment or medical devices prior to services being rendered.
- **Conflict of Interest:** In compliance with HPCSA rules regarding exploitation, this practice does not accept or pay commissions for patient referrals. Any financial interests in specific medical brands or referred facilities will be disclosed conspicuously.

### 6. Limitation of Liability (Clinical)

The practice shall not be held liable for any loss or damage arising from:

- The misuse of prescribed medical devices or failure to follow post-examination clinical advice.
- Administrative delays or disputes involving third-party financial institutions or medical aids.

## PART B | PRODUCT WARRANTY & RETURNS

All warranty claims are subject to supplier verification of the defect and are limited to the warranty period stated below.

### 7. Spectacle Frames and Sunglasses

- **Warranty:** 1-year factory warranty against factory defects.
- **Non-prescription eyewear:** We will offer a full refund on non-prescription eyewear returned in its original condition and packaging within 7 days, calculated from the date on which the goods were received.

### 8. Prescription Eyewear

- **7-Day Peace of Mind Exchange:** We offer a one-time exchange within 7 days (calculated from the date on which the goods were received) on the return of any new and unused sunglasses or prescription eyewear frames. “New and unused” means that there are no marks on the item and no wear on the tags or the case.
- **No refunds:** Prescription eyewear is not refundable and is not subject to the cooling-off period contained in the Electronic Communications and Transactions Act, 2002.
- **Accuracy guarantee:** All prescription eyewear is checked for accuracy. In the unlikely event that an error escapes our internal controls, we will promptly remake the lenses at no charge.

### 9. Anti-Reflection and Photochromic Lens Coatings

- **Anti-reflection coatings:** 1-year warranty on standard and 2-year warranty on premium anti-reflection lens coatings against peeling.
- **Photochromic lenses:** 1-year warranty against factory defects.

### 10. Spectacle Lens Materials

- 1.6 index spectacle lens materials are thinner, lighter and stronger, and carry a 1-year laboratory warranty against cracking under normal use.

### 11. Multifocal Spectacle Lenses

It can take some time to adapt to multifocal spectacle lenses. If you cannot adapt to your new pair of multifocal spectacle lenses within 30 days, we can exchange them for bifocal or single vision spectacle lenses.

### 12. Returns and Uncollected Items

- **Returning defective goods:** Goods must be returned with all original packaging materials, the unused warranty card and instruction booklets.

- **Uncollected goods:** If a product is not collected by a patient or customer within 90 days from the date on which they were notified that the item is ready for collection, we may recycle, dispose of or sell the item as a loss recovery measure.

## PART C | GENERAL TERMS

### 13. General Terms (applies to Parts A and B)

- **Amendments:** Weck & Danner Optometrists may amend these terms from time to time as reasonably necessary by publishing the changes on the website. Amended terms take effect once published.
- **Severability:** If any of these terms are by law deemed to be invalid, void, or for any reason unenforceable to any extent, that term will be deemed severable and will not affect the validity and enforceability of the remaining terms.
- **Whole Agreement:** This document constitutes the whole agreement between you and Weck & Danner Optometrists. To the extent permissible by law, no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- **All Rights Reserved:** Weck & Danner Optometrists reserves all its statutory, common law and other rights in providing this service to you. Furthermore, we disclaim all liability in cases where you provide inaccurate, misleading or false information to us, and for the misuse of your personal information by unauthorised third parties.
- **Liability:** To the extent permissible by applicable law, Weck & Danner Optometrists shall not be liable to you or any other party for any consequential, direct or indirect loss or damage arising out of or in connection with these terms or your order, in any manner whatsoever however caused.
- **Force Majeure:** Weck & Danner Optometrists shall not be liable for failure to comply with these terms owing to any act beyond its control, including but not limited to natural disasters, Acts of God, riots, civil commotion, strikes, shortage of supplies, lockouts, industrial action, war, disease or fire.

Last updated: October 2026