



ADVISORY

The South African Dental Association Newsletter
Informing Oral Healthcare Professionals

Bulletin



SADA Professional Advisory Bulletin

- Radiation Control licensing and compliance
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- Your first dental employment contract

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CLINICAL

RADIATION CONTROL LICENSING AND COMPLIANCE

In April, SADA participated in a Radiation Control webinar hosted by the South African Health Products Regulatory Authority (SAHPRA). This session provided vital updates and guidance regarding the licensing requirements for x-ray equipment in dental practices. The following bulletin summarises the key regulatory obligations, application processes, and responsibilities of licence holders to ensure legal compliance and safe use of radiological devices.

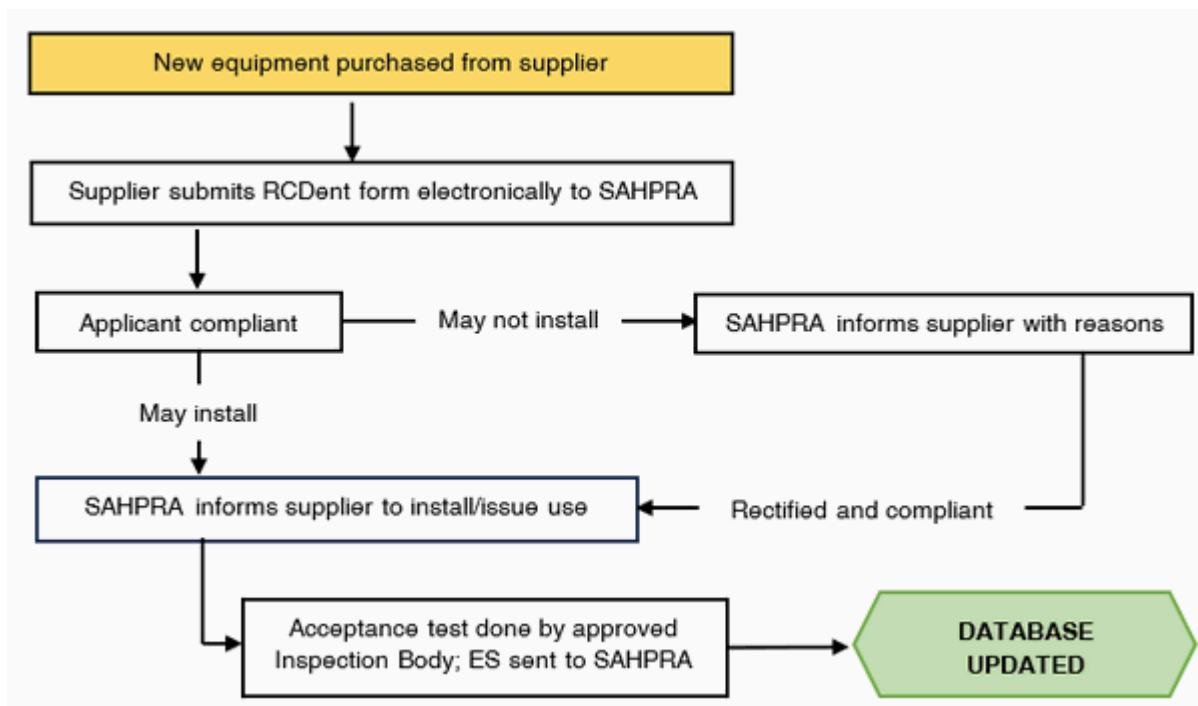
As per regulation 1332 of the Regulations concerning the Control of Electronic Products, a joint product and premises licence must be obtained for x-ray equipment before it may be installed and commissioned. Licences are issued to:

- Specific institutions such as dental practices
- Specific persons such as dentists
- Specific premises such as the practice building.

Licences are issued subject to the Regulations concerning the Control of Electronic Products and the application of specific conditions. Licence holders must verify the accuracy of the information displayed on the licence issued and communicate any inaccuracies to SAHPRA.

Applications

For the installation and use of a **new unit**, the supplier/dealer and the user licence holder/applicant must complete the RCDENT (now known as GLF-RDN-XR-03A) form in full. The delivery or installation of any unit or component may commence only after the license holder has received approval (i.e. "May Install") from SAHPRA. The relevant workflow would then be as follows:

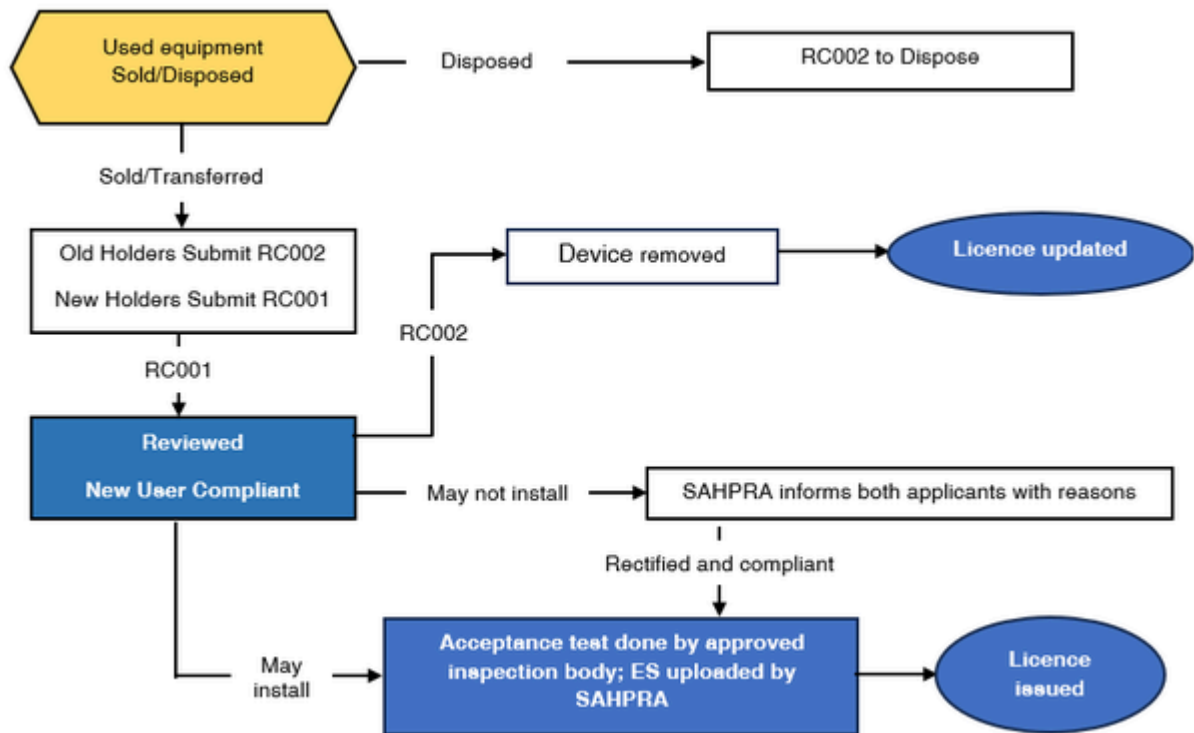


In the case of application for licensing of **pre-owned equipment**, the following forms will apply:

- GLF-RDN-XR-02B (RC001) – Application for a license to use an x-ray device
- GLF-RDN-XR-02A (RC002) – Application disposal of a licensed electronic product and/or new/modified premises
- GLF-RDN-XR-02C (RC005) – Change of responsible person/Additional responsible person
- GLF-RDN-XR-02D (RC007) – Application re-activate licence for stored cancelled electronic product.

For used equipment, the new user must fill in full the RC001 form, and the previous owner must fill in full the RC002 form. Both forms should be submitted simultaneously. Forms are available at <https://www.sahpra.org.za/radiation-control-application-and-report-forms/>.

The workflow would then appear as follows:



Commonly asked questions

1. What are the responsibilities of a licence holder?

- Display the product licence number
- Compile an Individual Equipment Record (IER) containing the information as listed in table 1 below.
- Perform the prescribed Acceptance- and Quality Control (QC) tests listed in table 2 below
- Keep a copy of the results of the tests mentioned in section f and g of table 1 for as long as the equipment is in use.

2. Which inspection bodies may perform the necessary tests?

An Inspection Body (IB) approved by SAHPRA OR an appropriately trained professional registered with the HPCSA as a medical physicist must be used to perform all the acceptance tests as well as the routine tests. These bodies may be found at: <https://www.sahpra.org.za/radiation-control-inspection-bodies/>

3. What are the possible reasons for receiving a “May not install” result from SAHPRA?

A “may not install” result is usually not regarded as a rejection of an application. The most common reasons include an outstanding annual QC test, lack of HPCSA registration for the responsible person, an incorrect diagram, unapproved dosimetry service, incomplete sections of the form, inconsistencies, etc.

4. What are the next steps if any tests indicate non-compliance?

Should any of the tests indicate non-compliance, the licence holder must be informed that corrective maintenance (repairs) should be implemented immediately, followed by re-testing. The Inspection Body must submit to SAHPRA, on a monthly basis, all QC and repair tests which were performed during the preceding month. Acceptance tests must be submitted immediately after they have been completed.

5. What/who is the Responsible Person?

The licence holder must appoint a responsible person that has adequate knowledge and experience in the field of radiation protection in general. The appointed person is responsible to the licence holder for the safe use of the x-ray equipment. The person appointed must be qualified in either of the following categories and registered with the Health Professions Council of South Africa (HPCSA): Radiography; Radiology; Medical Physics, or Dentistry.

6. What are the duties of the Responsible Person?

The Responsible Person must ensure the following:

- The equipment and the facilities, in which such equipment is installed and used, meet all applicable radiation safety standards;
- The equipment is used and maintained only by competent and appropriately trained persons / personnel;
- Applicable Quality Control (QC) tests are performed at the prescribed frequencies and the equipment is maintained and serviced at appropriate intervals;
- That radiation surveys to monitor safe performance of equipment and to monitor radiation levels in work areas are undertaken;
- The appropriate protective clothing, devices and equipment is provided to personnel and properly used;
- Radiation safety rules are communicated to and followed by all personnel;
- Operational procedures are established and maintained to ensure that the radiation exposure to workers, patients and public is kept as low as reasonably achievable (ALARA) without compromising the diagnostic efficiency of the result, and
- Workers are educated in the hazards and risks of ionising radiation (Training).

7. What are the guidelines with respect to sealing and unsealing of machines?

Sealing is an enforcement action and may occur during announced and/or unannounced inspections or in an event of reported incidents/accidents relating to non-compliance. As per the guidelines, no sealing tape should be removed without written permission from SAHPRA. No sealed machine should be tested/serviced without a technician unseal letter, which should be requested from the SAHPRA Inspector who sealed the unit. After completing the necessary quality control tests/service, the Inspection Body technician must reseal the machine. Permission to unseal or use the machine is granted to the licence holder once the Quality Control (QC) test results reflect on the SAHPRA database. The inspector will confirm the unsealing of the unit by writing an unseal letter after 30 days.

8. Why would my machine be sealed?

Possible scenarios for sealing include:

- No intra/extra-oral phantoms available
- No QA test results available
- No Individual Equipment Record (records of the test results)
- Brand, model and serial numbers do not match the details on licence.

9. How long does it take for a licence application to be processed?

30 days

Table 1: Individual equipment record (IER)

	Description	X-Ray equipment	Processor & Hardcopy device	CR Reader	Digital detectors	Film Viewer	Reporting Monitor
a	Unit - make, model and system ID	X	X	X	X		
b	Generator - make, model and serial number	X					
c	Product Licence number - date of the latest licence & reference where a copy of the licence is kept	X		X			
d	Date of installation	X	X	X	X	X	X
e	Operator's manual (indication that the operator's manual is available and reference where it is kept)	X	X	X	X		
f	Results of acceptance tests	X	X	X	X		X
g	Results of routine quality controls tests	X	X	X	X	X	X
h	Date(s) of tube replacement(s)	X					
i	Details of repairs/maintenance and/or modification(s). The licence holder must ensure that all the applicable test(s) are performed that could be affected by the above mentioned	X	X	X	X	X	X
j	Should any of the tests in table 2 indicate non-compliance or should problems be detected (indicated), the licence holder must implement corrective maintenance (repairs), followed by re-testing	X	X	X	X	X	X
k	Details of the ID+B and person(s) that performed the test(s)	X		X	X	X	X

The X in each cell indicates which information must be available in the IER

Table 2: Acceptance and routine quality control tests			
Routine Tests in this section are to be performed by the licence holder or person(s) appointed by the licence holder and Acceptance Tests in this section must be performed by an Inspection Body approved by the Department of Health			
Physical parameter (required test)	Frequency	Standard	References
1.1.1 General			
1 Lead rubber aprons	3 monthly	Free from holes or cracks	Ref 2 procedure 11
1.1.2 Extra-oral X-ray tubes with intra-oral image receptors, panoramic radiography and cephalometric radiography			
2 Indicators, mechanical and other safety checks & warm up	On acceptance & 3 monthly	Results must be documented at least once every 3 months	Ref 2 procedure 5
3 Tube head stability (intraoral x-ray unit)	On acceptance & 3 monthly	The tube does not drift out of position or oscillate	Ref 2 procedure 7
4 Appropriate technique chart displayed at x-ray unit	6 monthly	Available, applicable and compliant with ALARA principle	
5 Condition of digital detectors	On acceptance & monthly	No damage to cable, or detector, or phosphor plate	
6 Evaluation of total image chain (Image quality) (film and digital). shall be preserved for a period of 36 months. IB must compare results for last 36 months Note: The IB must verify that the licence holder possesses the applicable phantom. If a phantom is not available the test must be reported as FAIL.	On acceptance & monthly. IB every 3 years	No visible deterioration compared with reference image Film & digital - Intra-oral - Use To UniDENT phantom or similar. Film- Intra-oral, Panoramic & Cephalometric radiography - Use TOR DEN conventional phantom or similar Digital - Intra-oral, Panoramic & Cephalometric radiography - Use TOR DEN digital phantom or similar	Ref 25
7 Panoramic radiography reproducibility and uniformity	On acceptance & 3 monthly	No significant visible difference to baseline (professional judgement required)	IPEM 91 DEN10
8 Panoramic radiography beam alignment and synchronisation of exposure on tube motion	On acceptance & 3 monthly	Edge of beam must be visible on film and detector	IPEM 91 DEN11, Ref 2 procedure 12 & Ref 7 p 6

Compliance with SAHPRA's radiation control regulations is essential for the safe operation of x-ray units in dental settings. By understanding the licensing workflows, responsibilities of licence holders and responsible persons, and the conditions that may result in enforcement actions like sealing, practitioners can uphold both legal and safety standards. SADA encourages all members to remain informed and proactive in maintaining compliance with these critical regulations.

PLEASE PARTICIPATE IN THIS SURVEY

RESEARCH ON BEHALF OF:



RESEARCH CONDUCTED BY:



THE IMPACT OF DSP NETWORKS ON HEALTHCARE DELIVERY



A man with glasses and a beard, wearing a maroon polo shirt, stands with his arms crossed. He is positioned in front of a large circular frame that shows a city skyline at night. The skyline features several tall buildings with lights on, situated behind a body of water. The background of the entire image is a solid teal color.

Dr Nathan Vermaak
YDC President
has registered -
Have you registered yet?



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YOUR FIRST DENTAL EMPLOYMENT CONTRACT

Stepping into the world of professional dentistry is exciting, but it can also feel overwhelming. From choosing where to work to understanding your employment rights, there is much to consider.

Understanding and negotiating your employment contract is one of the first and most important steps.

Your contract is not just paperwork, it is a legal agreement that affects your income, schedule, career growth, and more. This guide will help you understand what to look out for and how to protect your professional future.

1. Why You Need a Written Employment Contract

Some dentists start working based only on a verbal agreement, but this can lead to major problems later. A written contract:

- Clearly outlines what is expected from both sides
- Provides protection if there is a disagreement
- Helps avoid misunderstandings around salary, duties, leave, or termination

Important: If it is not written down, it is much harder to enforce.

2. Your Contract is Negotiable

Even if you are handed a “standard” or “template” contract, you do not have to accept it as is.

You can:

- Request changes - If you want to include additional terms or take out some clauses, you can request that the employer does that for you. There may be certain items that are not negotiable, but, in most cases, it does not hurt to ask the question.
- Add terms you agreed on verbally
- Ask for unclear clauses to be explained or removed.

A good rule of thumb to remember is: "If it is not written down, it didn't happen"

Err on the side of including too much in your employment agreement, even if you think it may be overkill.

If the employer refuses any changes or won't let you seek legal advice before signing, consider this a red flag.

3. Overlooked Terms and Conditions of the Contract.

Every employment situation is different. Below are a few items that you might want to consider addressing as part of your employment contract.

3.1. Practice Location & Mobility

Many dental employers have more than one practice. Your contract should clearly state:

- The specific location where you will work.
- Whether you can be moved to other branches (and if so, under what conditions).
- Whether travel between locations will be compensated.
- Whether you would be willing to revisit this issue in the future or perhaps work out of another location on certain days per week. You can also negotiate flexibility, e.g. working at another branch once a week.

4. Job Description & Duties

A general title like “dentist” is not enough. The contract should spell out:

- The procedures you are expected (or allowed) to perform.
- Whether you'll see walk-in patients, assigned lists, or only referrals.
- Any limitations or areas you are expected to focus on (e.g., root canals, restorative work, paediatrics, hygiene etc).

5. Remuneration: Know Exactly How You'll Be Paid

Common Pay Structures:

- Fixed salary
- Commission or fee-sharing (a % of what you earn for the practice) and can range from 40% upwards excluding VAT and technicians fees.
- Hybrid (fixed amount + commission.
- Is the practice paying for professional indemnity cover or not.

Ask these key questions:

- Is commission based on gross production or collections?
- Are deductions (e.g., lab fees, VAT, materials) taken from your share?
- Are patient discounts or write-offs factored into your pay?
- Are you paid based on invoicing or only once payment is collected?
- All commission-based pay should come with clear reporting—so you know how much you are earning and how it is calculated.

6. Bonuses & Incentives

Some contracts include:

- Performance bonuses.
- New patient incentives.
- Profit sharing - You can negotiate creative solutions, just make sure the terms are clear and measurable.

7. Schedule, Availability & Patient Flow

Contracts should detail:

- Your working hours.
- Are you obliged to be available for emergency after hours work?
- Whether weekend/evening work is expected.
- How patients are scheduled or assigned to you.
- What happens if patient flow drops (important for commission earners.

Read scheduling provisions carefully and adjust them so that you are comfortable, particularly if there is a decrease in patient traffic for any period.

Make sure your hours allow for a healthy work-life balance.

8. Leave (Yes, You're Entitled to It!)

Even if you are paid on commission, you are still entitled to:

- Paid annual leave (at least 15 working days per year for full-time employees)
- Sick leave (equal to 30 working days over a 3-year cycle)
- Family responsibility leave Commission-based pay does not exclude you from leave—it just means UIF may not apply to the commission portion.

Your pay while on leave must match your average earnings over the past 13 weeks (or a longer fair period if agreed). It is provided for in the Basic Conditions of Employment Act (section 21(1) read with section 35(4)).

9. Restraint of Trade Clauses

These clauses are regulated by the law of contract and not labour legislation. Restraint of trade agreements is legally enforceable, despite the common belief that they are not.

These provisions are usually to protect the employer's proprietary interests, such as client and customer connections, trade secrets, and confidential information.

These limit where and when you can work after leaving a job. Ask:

- How long does the restriction last?
- How large is the geographical area?
- Will you be prevented from treating existing patients?

Too broad or unreasonable restraints may harm your future opportunities. Discuss or negotiate this before signing.

The employer has to prove the restraint agreement and the breach thereof. If he (or she) does so, then the onus is on the respondent (usually the ex-employee subject to the restraint, and sometimes the new employer) to show why the binding agreement should not be enforced.

An employee who wants to be released from a contract in restraint of trade must be able to persuade the court that his or her right to work outweighs the potential prejudice his ex-employer could potentially suffer if the employee leaves and competes with the ex-employer in the open market. Only then will a court relieve an employee of the need to keep his or her promise.

10. Termination: Ending the Relationship

The contract should say:

- How much notice you or the employer must give.
- Whether notice must be in writing.
- What happens to ongoing patient treatment.
- Who pays for any work that needs to be redone after you leave.

Always understand your exit rights and responsibilities before you sign.

11. Are You an Employee or an Independent Contractor?

Just being paid commission does not make you a contractor.

If the employer controls your hours, tools, methods, or limits where you can work, you are likely an employee, and entitled to benefits like leave and legal protection.

Incorrect classification is a common issue. Know your rights and do not assume.

A true independent contractor will be a registered provisional taxpayer, work own hours, runs own business, free to carry out work for more than one employer at the same time, invoice the employer each month for his/her services and be paid accordingly and not be subject to usual "employment" matters such as the deduction of PAYE or UIF from his invoice, will not receive a car allowance, annual leave, sick leave, 13th Cheque and so on.

12. Access to Records After Termination

If you face a complaint or legal issue after leaving, you might need access to patient records. Your contract should include:

- A clause allowing access for specific reasons (e.g., legal defence).
- A requirement for the employer to help you obtain patient consent, if needed.

Do not rely on verbal promises, get it in writing.

13. Dispute Resolution Clauses

Some contracts include arbitration or mediation instead of going to court. These can:

- Save time and money
- Offer more privacy

Check what rights you're giving up. Some clauses may exclude your right to approach the CCMA or other legal forums.

14. Partnership or Buy-In Options

If your contract mentions future ownership or partnership:

- Is it guaranteed or optional?
- How will the buy-in amount be calculated?
- What valuation method will be used?
- What happens if you choose not to buy in?

Always get these terms in writing. Do not rely on vague promises of “future partnership.”

15. Get Legal Help Before You Sign

Before signing any employment agreement:

- Take the contract home and read it carefully
- Ask questions if anything is unclear
- Get an experienced employment attorney to review it—especially one who understands the dental industry

This small investment protects your income, career, and peace of mind.

Yours in oral health

Dr Tinesha Parbhoo - Head Clinical Support

Punkaj Govan - Head Legal and Corporate

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