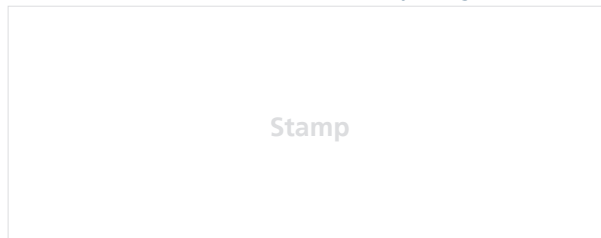


TERMS AND CONDITIONS

Please read this document carefully and ensure that you understand all the terms and conditions. If anything is not clear, please ask that it be explained to you.



PRACTICE DETAILS AND STATUS OF DOCUMENT

1. This form applies to the following medical and dental practices:
2. This form explains the general terms and conditions under which the Practice shall provide the medical and dental services ("the Services") to the Patient and how the Practice shall use Personal Information of the Patient and other relevant persons. This document constitutes a binding agreement between the signatories and the Practice ("Agreement"). If the Patient is not the Guarantor, the Patient and/or his/her authorized representative ("the Authorised Person") must also sign this Agreement to indicate acknowledgement and consent as required with regard to the processing and disclosure of the Patient's Personal Information. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.
3. The failure of any person to sign this Agreement shall not affect the legality and applicability of the terms and conditions contained in this Agreement to the Services rendered by the Practice.
4. This Agreement does not constitute consent to medical treatment. A separate form must be signed by the Patient / the Authorised Person for this purpose.

FEES AND PAYMENT OF ACCOUNTS

5. Please enquire at reception regarding the relevant fee for a standard consultation. Other fees may apply depending on the care requested or needed by the Patient as well as other factors such as the Patient's medical scheme cover. These fees shall be discussed with the Patient and the Guarantor, if applicable, by the treating practitioner before the treatment is provided and/or any procedure is performed, unless it is an emergency. The consultation fee and any other fee estimates provided are not applicable to consultations, treatment and/or procedures to be performed in the future, unless otherwise agreed, or to unscheduled, emergency or after hours' Services, as other or additional fees may then apply.
6. The Practice shall charge reasonable cancellation fees for appointments not cancelled with at least 2 (two) hours' notice to the Practice.
7. The Practice charges fees, which it deems reasonable for the Services, subject to any statutory rate, which may be prescribed for medical and dental services from time to time, and which may exceed the benefits that the Patient's medical scheme might pay for the Services. There is currently no general statutory prescribed rate for medical and dental services. This may result in the Patient's medical scheme not paying the account or not paying the full amount charged for the Services. It is the responsibility of the Patient, the Authorised Person and/or the Guarantor to determine whether the Patient's medical scheme will cover the fees for the Services rendered.
8. A detailed account shall be available on request for the Services rendered at the end of the consultation. The full amount is payable immediately upon receipt of the account unless the Patient is covered by a medical scheme and has benefits available or if an insurance company is responsible for the payment of the account. In these instances the Practice shall submit the account directly to the medical scheme or insurance company for payment. The Practice may submit accounts to the Compensation Commissioner for injuries on duty, if applicable. Submission of accounts by the Practice to medical schemes, insurance companies or the Compensation Commissioner shall not release the Guarantor in any way of liability to pay all amounts due to the Practice. Should these accounts not be paid in full within 90 (ninety) days of receipt thereof by the relevant person / entity, the Guarantor shall be personally liable to pay the full outstanding account upon notification by the Practice.
9. The Practice may charge interest on any amount outstanding for a period in excess of 90 (ninety) days from the date of receipt of the Services at the maximum rate provided for under the National Credit Act, 2005 (Act 34 of 2005) for which the Guarantor shall be liable.
10. Should any payment be dishonored by the bank, the Guarantor shall be liable for all bank charges levied by the bank.
11. It is the responsibility of the Patient, the Authorised Person and/or the Guarantor to obtain pre-authorisation from the Patient's medical scheme for the Services to be rendered, if applicable. It should be noted that pre-authorisation by a medical scheme does not guarantee benefits. If the Patient receives Services from the Practice without the required pre-authorisation, the Guarantor shall be liable to settle the full account.
12. It is the responsibility of the Patient, the Authorised Person and/or the Guarantor to confirm if the Practice is a network provider of the Patient's medical scheme / medical scheme option, if applicable. If the practice is not a network provider and the Patient receives Services from the Practice, the Guarantor shall be liable to settle the full account.
13. In the event of the Practice having to take legal action to recover any outstanding amount, the Guarantor shall be liable for all the costs of collection of that amount, including legal costs on an attorney-and-own-client scale, tracing fees, collection fees as well as any other fees and costs as permitted in terms of the law.

PERSONAL INFORMATION

14. The privacy and security of Personal Information of the Patient, the Authorised Person and Guarantor ("Your Personal Information") are important to the Practice. The Practice shall only process, which includes collecting, using and storing, Your Personal Information in accordance with the law.

15. Personal Information shall be collected from You directly as provided for in this Agreement and on the consent to treatment form, but may also be collected from other appropriate persons such as practitioners involved in the treatment and care of the Patient (e.g. pathologists, radiologists, medical or dental specialists) and the Patient's next-of-kin, medical scheme or insurance company.
16. The Practice shall collect and process Your Personal Information as required amongst others by the Health Professions Council of SA, the Medical Schemes Act (Act 132 of 1998), the Protection of Personal Information Act (Act 4 of 2013) and any other applicable legislation:
 - 16.1. To enable the Practice to provide the Services to the Patient;
 - 16.2. To communicate with the Patient or other practitioners responsible for the Patient's treatment and care;
 - 16.3. To refer the Patient to other practitioners or facilities for treatment and care;
 - 16.4. To communicate with the Patient, the Authorised Person and Guarantor regarding any matter in connection with the Services, including the collection of any outstanding money;
 - 16.5. For historical, statistical or research purposes;
 - 16.6. To communicate any other Services available at the Practice or from any Intercare Group Company, if applicable; and
 - 16.7. For any other lawful purpose, related to the Services provided to the Patient.
17. Your Personal Information shall be retained for as long as it is necessary for lawful purposes, including for advice and information to be provided to the Patient and other practitioners involved in the treatment and care of the patient, as well as for historical, statistical and research purposes, subject to the provisions of the law. The Patient's records remain the property of the Practice.
18. Adequate data security measures are in place to protect Your Personal Information from destruction and unauthorized access. The Practice shall take reasonable measures to ensure that persons or entities to whom Your Personal Information has been disclosed will keep such Information confidential.
- ⊗ 19. The Patient, the Authorised Person and Guarantor may have access to their Personal Information held by the Practice and may request corrections to it, if required, subject to the provisions of relevant legislation.
20. Should the Patient, the Authorised Person and Guarantor have any concern about the processing of their Personal Information, they should raise the matter with the Practice Manager. They may also lodge a complaint with the Information Regulator.

DISCLOSURE OF PERSONAL INFORMATION

21. The Patient's Personal Information as provided in this Agreement, on the consent to treatment form, or otherwise collected lawfully by the Practice before, during and after the provision of the Services, including full details related to the diagnosis, condition or treatment of the Patient, may be shared, as may be appropriate and applicable, with other practitioners involved in the treatment and care of the Patient, the Patient's medical scheme / insurance company, as well as other persons who may lawfully obtain access to this Information such as the Authorised Person, the Guarantor and persons involved in the administration of this Practice.
22. The Practice is obliged in terms of the law to disclose codes, which indicate the diagnosis of the Patient, i.e. ICD-10 codes, to the Patient's medical scheme / insurance company / the Compensation Commissioner. Should the Patient / the Authorised Person object to the disclosure of these ICD-10 codes, the Practice shall use codes that do not reveal the diagnosis of the Patient. This may result in the Patient's medical scheme / insurance company / Compensation Commissioner not paying the account or not paying the account in full and the Guarantor shall be personally liable to pay the outstanding amount.
23. If the Guarantor defaults on payment of any outstanding amount, relevant Personal Information of the Patient, the Authorised Person and Guarantor shall be shared with the persons responsible for the collection of any outstanding amount as well as any credit bureau.
- ⊗ 24. The Practice shall not disclose Personal Information to any other person for any other purpose without the relevant person's written consent unless authorised in terms of the law.
25. The exact consequences of the abovementioned disclosure of the Information are not known by the Practice and information related to this disclosure must be obtained by the Patient / Authorised Person / Guarantor from the person to whom the Information is disclosed.
26. The Authorised Person must ensure that the Patients covered by this Agreement are aware of and agree to the disclosure and sharing of their Personal Information, including their health information, as stipulated.
27. Should the Patient, the Authorised Person and/or the Guarantor not provide the Personal Information requested by the Practice or should any of them object to the processing of his/her Personal Information as provided for in the Protection of Personal Information Act (section 11(3)) or to the sharing of his/her Personal Information as set out in this Agreement, the Practice may in its sole discretion decide not to provide or to proceed with the provision of Services to the Patient.

GENERAL

28. The respective practices mentioned in (1) employ the general practitioners, medical and dental specialists, dentists and oral hygienists who may render the Services on behalf of the Practice. Other health practitioners who render services at the premises of the Practice (e.g. Salubrity, pathologists, radiologists, other medical and dental specialists, physiotherapists, dieticians, etc.) are independent contractors and do not form part of the Practice and their services are not covered by this Agreement. These service providers will bill the Patient directly for medical services rendered. Please discuss their tariffs and terms and conditions for the rendering of services directly with them.
29. If any provision of this Agreement becomes invalid, unenforceable or unlawful for any reason whatsoever, the provision shall be deemed to be severable from the remaining provisions, which shall continue to be in full force and effect.
30. The Patient, the Authorised Person or the Guarantor may request a copy of this Agreement from the Practice, which may

be provided electronically.

- 31. Any changes to this Agreement, if applicable, shall be made available to the Patient, the Authorised Person and/or the Guarantor when the Patient makes an appointment at the Practice for further Services.

AGREEMENT AND UNDERTAKINGS BY SIGNATORIES

By signing this Agreement, We/I hereby certify that

- 1. We/I had an adequate opportunity to read and understand the contents of this Agreement and that all our/my questions have been satisfactorily answered. / We/I acknowledge that the contents of this Agreement have been explained to us/ me in a language that we/I understand and that all our/my questions have been satisfactorily answered.
- 2. We/I agree to bind ourselves/myself to the terms and conditions set out in this Agreement, including payment of the fees for the Services to be rendered.
- 3. We/I authorise the Practice to communicate with us/me electronically (by e-mail, sms and/or telephone) to amongst others confirm appointments, blood test results and outstanding accounts and to treat electronic communication as being the same as written authority and confirmation. We/I agree further that, where we/I choose to use electronic methods to transact with the Practice, we/I shall carry the risk of such use.
- 4. We/I agree to the jurisdiction of the Magistrate’s Court and the application of the laws of the Republic of South Africa in the event of any legal action being taken pursuant to the rendering of the Services, a breach of any term or condition of this Agreement, the collection of any outstanding amount or any legal dispute which may arise from this Agreement.
- 5. We/I agree to the processing of our/my Personal Information / Personal Information of the Patient by the Practice and the disclosure of such Information to the persons as stipulated in this Agreement.
- 6. I, the Patient, / I, on behalf of the Patient, where the Patient is under the age of 18 years, agree that relevant Personal Information of me / the Patient may be disclosed to my parents, guardians or other authorised persons or those of the Patient, if necessary for the treatment and care of the Patient or in terms of the law.
- 7. I, the Patient, / I, on behalf of the Patient, agree to the disclosure of ICD-10 codes, which would reveal my / the Patient’s diagnosis, to my / the Patient’s medical scheme / insurance company / Compensation Commissioner, as applicable: ⊗

Yes / No

- 8. I, the Patient, / I, on behalf of the Patient, agree that marketing information from the Practice and Intercare Group Companies may be provided to me electronically or otherwise, and understand that I may opt out of or unsubscribe to the receipt of such information at any time:

Yes / No

- 9. We/I hereby indemnify and hold the Practice, all persons associated with the Practice and Intercare group companies, harmless against any claim, penalty, loss or damages of any kind and/or liability (“Liability”) of whatever nature and howsoever incurred, for any injury or harm caused to or disease contracted by the Patient, resulting from the provision of the Services, including the disclosure of Personal Information to any authorised person, and irrespective of whether the Liability is based on omission, commission, delict or contract.
- 10. I, the Patient, / I, on behalf of the Patient, agree that accounts in respect of Services rendered, which shall include ICD-10 codes and other Personal Information of me / the Patient, may be provided to the Guarantor for purposes of payment for the Services.
- 11. We/I guarantee that, to the extent that it may be required by law, we/I have the necessary authority from the Patient to provide the consent and permissions contained in this Agreement and to receive communication, including accounts, from the Practice regarding the Services rendered to the Patient, which may include relevant health information of the Patient.
- 12. We/I warrant that we/I have the authority to enter into this Agreement on behalf of the Patient with the Practice and act as the Patient’s agent in all respects, including the authority to waive the Patient’s rights and agree to the disclaimers and indemnities as set out in the Agreement. ⊗
- 13. We/I hereby confirm that the Personal Information provided in this Agreement or otherwise to the Practice is up-to-date and correct and if any changes occur, we/I shall advise the Practice immediately of such changes.
- 14. We/I choose our physical addresses on this Agreement as the domicilium citandi et executandi for the receipt of any notices and documents in terms of this Agreement and any legal proceedings.

Signed at _____ on this _____ day of _____ 20 _____

SIGNATURE OF GUARANTOR (Person responsible for payment of account / authorised to act on behalf)

If not responsible for account and form is completed on behalf of account holder by 3rd party, kindly provide us with your contact detail:

Name	Signature	Contact number
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