

PATIENT TERMS AND CONDITIONS APPLICABLE TO DR BI GORDHAN INC.

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

Whenever the document refers to I/my or you/your, it refers to the patient and includes the patient's parent, guardian or another person who may consent on behalf of the patient, and/or the person responsible for payment of accounts (the guarantor), as may be applicable in the context.

What is this document about?

1. This document stipulates the terms and conditions under which Dr BI Gordhan Inc. ('the Practice') will provide medical services ('Services') to the patient and how the Practice will process personal information.
2. **The terms and conditions are binding on the patient/authorised person and the guarantor and constitute an enforceable agreement with the Practice.**

Fees and Payment of Accounts

3. The Practice charges fees, which it deems to be reasonable for the Services. Please enquire at reception about the applicable standard fees every time you visit the Practice. Other fees may apply depending on the Services received by the patient. Please discuss the fees applicable to these Services with the treating practitioner.
4. Benefits payable by medical schemes vary by scheme. Other funders such as the Commissioner of Occupational Diseases and Injuries, the Road Accident Fund and insurers have their own benefit structures. The fees charged by the Practice may exceed the benefits that the medical scheme (or another funder) will pay for such services. **It is your responsibility to determine whether there are sufficient benefits available and how much the funder will pay for the Services.**
5. **The Practice must include codes on accounts that disclose your treatment (procedure codes) and diagnosis (ICD-10 codes). These codes are necessary for funding decisions and benefit allocations by your funder.**
6. **The Practice will submit accounts directly to your funder (which may be outside of South Africa depending on your circumstances) and the guarantor. It is your responsibility to ensure that the funder has received the account timeously. The fact that the Practice may submit an account to your funder, will not in any way relieve you of your responsibility to ensure timeous submission of the account to the funder and your liability to settle the account.**

7. **The Practice may charge interest on any amount outstanding for a period of more than 30 days from the date of service at the maximum rate allowed under the National Credit Act.**
8. **The guarantor accepts personal liability for payment of all accounts, including interest, bank charges incurred for any dishonoured payments, as well as all collection and legal fees on an attorney-own client scale related to the collection of outstanding accounts. Any portion of the account not paid by the funder must be paid within 7 (seven) days of request by the Practice. Co-payments are payable before you leave the practice. All outstanding amounts will be recovered in the following order: attorneys' fees, collection commission, tracing fees, interest, bank charges and lastly capital.**
9. **Outstanding accounts will be handed over for collection to debt collectors / attorneys. You will be reported to credit bureaus and listed as bad payers for any accounts or portions of accounts not paid.**

Pre-authorisation

10. **It is your responsibility to obtain pre-authorisation from your funder, if required for the Services. If you receive services without pre-authorisation, the guarantor will be personally liable to pay the full account.**

Network Providers

11. **Your funder may require that you obtain services from specific practices (designated service providers or DSPs). It is your responsibility to confirm if the Practice is a DSP.**

Personal Information

12. **The privacy and security of your personal information are important to us. We will only process your personal information, which includes collect, use, store and share such information, in accordance with the Privacy Policy of the Practice (available at <https://gordhansurgery.co.za/> and reception) and subject to the provisions of the law.**
13. **The Practice will share your personal information as set out in this document and the Privacy Policy.**

Agreement and Consent

Guarantor:

- **I guarantee that my estate is not under administration, sequestration or an insolvency order and any such processes are not contemplated or likely to occur. I understand that any misrepresentation in this**

regard constitutes a fraudulent act. I guarantee that I am legally competent to conclude this agreement with the Practice.

- I warrant, as may be applicable, that:
 - the patient is a bona fide member of the medical scheme mentioned herein and his/her membership is valid as at the date of signature of this document; or
 - I am a bona fide member of the medical scheme mentioned herein, my membership is valid as at the date of signature of this document and the patient is a bona fide dependant on my medical scheme; and
 - there are medical scheme benefits available for the Services to be provided.
- I fully understand and accept my obligations related to the payment of accounts.
- I confirm that I am familiar with the Practice's Privacy Policy. I fully understand my rights and obligations in respect of my personal information held by the Practice, how it will process my information and with whom it will be shared. I declare that all my questions have been answered satisfactorily.
- I confirm that I provide consent of my own free will without any undue influence from any person whatsoever. I have received all the information required to provide consent.

Patient/Authorised Person:

- I confirm that I am familiar with the Practice's Privacy Policy. I fully understand my rights and obligations in respect of my personal information held by the Practice, how it will process my information and with whom it will be shared. I declare that all my questions have been answered satisfactorily.
- I confirm that I provide consent of my own free will without any undue influence from any person whatsoever. I have received all the information required to provide consent.
- I consent that the Practice may
 - obtain my/the patient's images and reports, pathology results and other treatment information from any of my/the patient's other healthcare practitioners, if it is necessary for my/the patient's treatment and care.
 - submit information related to my/the patient's diagnosis and treatment to my/the patient's medical scheme/other funder as may be required by them for funding of the Services.
 - confirm benefits available for my treatment and care with my medical scheme/another funder.

Patient/Authorised Person duly authorised thereto:

Signature: _____

Name and Surname: _____

Relationship with patient: _____

Date: _____

Guarantor:

Signature: _____

Name and Surname: _____

Relationship with patient: _____

Date: _____