

INFORMATION FORM

PATIENT	
First Names	
Surname	
Identity Number	
Telephone Number	
Cellphone Number	
Email Address	
Medical Aid Scheme	
Medical Aid Number	
SIGNED AT	
SIGNATURE	
PRIMARY MEMBER	
First Names	
Surname	
Identity Number	
Telephone Number	
Cellphone Number	
Email Address	
Medical Aid Scheme	
Medical Aid Number	
SIGNED AT	
SIGNATURE	
NEXT OF KIN	
First Names	
Surname	
Identity Number	
Telephone Number	
Cellphone Number	
Email Address	
SIGNED AT	
SIGNATURE	

By signing in the spaces provided above, the signatories agree to be bound by the Terms and Conditions of Treatment attached hereto.

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TERMS AND CONDITIONS OF TREATMENT

L CHUNTHARPURSAT INC.

Registration Number: 2023/602495/21

Practice Number: 0099562

("the Practice")

1. INTRODUCTION

- 1.1. These terms and conditions of treatment ("Terms") shall apply in respect of all treatments provided to the patient, whose details appear in the information form to which these Terms are attached ("the Patient").

2. FEES AND PAYMENT

- 2.1. The Practice fees as at the date of signature hereof are detailed in Annexure "A" hereto.
- 2.2. The Practice may update its fees from time to time in its sole and absolute discretion.
- 2.3. The Practice will submit claims directly with the Patient's medical aid.
- 2.4. I undertake to request an account and if I do not receive one, I accept full responsibility for payment thereof should the Medical Aid not settle the account.
- 2.5. The Patient or the Primary Member, as the case may be, acknowledge and agree that they shall be liable to the Practice for any shortfalls in Practice fees and other charges which are not covered by the medical aid.
- 2.6. The Patient or the Primary Member, as the case may be, shall make payment of all shortfalls as stated above within 30 (thirty) calendar days after receiving an invoice from the Practice.
- 2.7. The Patient and the Primary Member (if applicable) further acknowledge that the Practice is not a party to the agreement between the Patient, the Primary Member (if applicable) and the Patient's medical aid.
- 2.8. The Patient and the Primary Member (if applicable) shall be responsible for making themselves aware of the applicable medical aid scheme rules, tariffs, terms and conditions including (without limitation) the availability (or lack thereof) of funds for physiotherapy services that this Practice provides. The Practice is not responsible for ensuring that the Patient's treatment by the Practice will be covered (in full or in part) by the medical aid.

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- 2.9. The Patient and the Primary Member (if applicable) warrant that the Patient is a *bona fide* member of his/her medical aid scheme, that such membership is valid as at the date of signature and that such membership shall remain valid.
- 2.10. The Patient or the Primary Member, as the case may be, shall be responsible for the Patient's own gap cover.
- 2.11. The Practice uses the services of a third-party administrator to manage its billing and credit controlling. The administrator's details are as follows:
Partner4Life - Landline: 051 410 5958 / 051 410 1666 **What's app:** 068 687 1729
- 2.12. All account queries should be addressed to the aforesaid administrator.
- 2.13. In the event that the Patient's medical aid pays funds directly to the Patient or the Primary Member (if applicable) for services rendered by the Practice, the Patient or the Primary Member (if applicable) shall transfer the funds to the Practice within 3 (three) business days of receipt thereof. Under no circumstances shall the Patient or the Primary Member (if applicable) withhold or utilise those funds.
- 2.14. All payments made to the Practice shall be paid into the following bank account or such other bank account nominated by the Practice in writing from time to time:

Bank: ABSA **Account Name:** L Chuntharpursat Inc **Branch:** Universal **Branch Code:** 632005
Account Type: Cheque **Account Number:** 4110307398 **Ref #:** Account number
- 2.15. The Practice may, in its sole and absolute discretion, offer payment plans to pensioners, deceased estates, private patients and patients whose payments have been rejected by medical aids. Should the Patient or Primary member (if applicable) wish to request a payment plan, such request must be addressed to Partner4Life
- 2.16. In the event that value added tax ("VAT") is payable in respect of any services rendered by the Practice, the Practice's fees shall be exclusive of VAT and such VAT shall be payable in addition to the Practice's fees.
- 2.17. The undersigned undertake in the event of an account being unsettled for any reason and being referred to attorney for collection, to be jointly and severally liable for the payment of all costs on an attorney and own client scale.

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3. **CONSENTS AND AUTHORISATIONS**

3.1. The Patient and the Primary Member (if applicable) hereby provide their express consent to the Practice for the following:

- 3.1.1. Medical and physiotherapy treatment by the Practice.
- 3.1.2. The Practice processing personal information of provide healthcare services and treatment to the Patient.
- 3.1.3. The Practice to obtain their personal information from any facility, medical practice or medical practitioner that the Patient is currently or was previously admitted to or treated by for purposes of enabling the Practice to provide treatment to the Patient.
- 3.1.4. Authorize the Practice, or its agents, to provide information concerning the patient's treatment and / or medication to the patient's medical aid scheme, managed health care organization or insurer and their respective agents and employees dealing therewith. Should any of the aforementioned parties also be the patient's employer, then I understand that the information may also be made available to the patient's employer.
- 3.1.5. Information to be shared with medical practitioners involved in the treatment of the Patient to ensure optimal and holistic intervention and care for the Patient.
- 3.1.6. The Patient's next-of-kin to be contacted and for information to be obtained and shared as may be reasonably necessary for the Practice to provide treatment to the Patient and to obtain payment.
- 3.1.7. The Patient's ICD 10 codes (being standardized codes used for purposes of identifying medical conditions and forms of treatment) and other information to be submitted to the applicable medical aid scheme for purposes of processing and paying claims.
- 3.1.8. For letters of motivation, containing personal, medical and clinical information, ICD 10 codes and next-of-kin details to be sent to medical aid schemes and medical suppliers.
- 3.1.9. The Practice to request and obtain scan reports and any other additional information reasonably necessary or useful to guide therapy intervention and to motivate for therapy, equipment, assistive devices etc.
- 3.1.10. The Practice taking, examining and retaining photographs, videos and digital images to be used for the purpose of monitoring the Patient's clinical progress.

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- 3.1.11. The Practice sharing photographs, videos and digital images with other medical practitioners (including the Patient's primary surgeon or physician) involved in the treatment of the Patient.
- 3.1.12. Any employee or locum of the Practice to provide treatment to the Patient and to access their personal information for any purpose detailed herein.
- 3.2. In the event that the Patient temporarily lacks capacity to consent to being treated by the Practice, the Patient hereby authorises the Primary Member or next-of-kin (as specified in the information form to which these Terms are attached), as applicable, to consent or authorise the Practice to administer treatment to the Patient.

4. **PRIVACY POLICY**

- 4.1. The Patient and the Primary Member (as applicable) hereby consent to the Practice processing personal information in accordance with its privacy policy as applicable from time to time.
- 4.2. The Patient and the Primary Member (as applicable) acknowledge that the privacy policy applicable as at the date of signature hereof has been made available to them.
- 4.3. The Practice may update its privacy policy from time to time in its sole and absolute discretion. The privacy policy as applicable from time to time shall be available on request to the Practice.

5. **DOMICILIA AND NOTICES**

- 5.1. The Patient and the Primary Member (if applicable) choose the physical address and email address as stipulated in the information form to which these Terms are attached as their respective *domicilia citandi et executandi* for the delivery of all written notices and all legal processes arising from this Agreement.
- 5.2. A notice sent by the Practice to the Patient or the Primary Member (if applicable) shall be deemed to be received:
- 5.2.1. on the same day, if delivered by hand;
- 5.2.2. on the day of transmission if sent by e-mail.
- 5.3. The Patient and the Primary Member (if applicable) shall be entitled to change their designated physical or email address/es from time to time, by way of written notice to the Practice and such change shall take effect on the 5th (fifth) business day after delivery.

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- 5.4. Notwithstanding anything to the contrary herein contained a written notice actually received by a party shall be an adequate written notice to the recipient notwithstanding that it was not sent to or delivered at the recipient's designated physical or email address.

6. GENERAL

- 6.1. No addition to, variation, novation or agreed cancellation of these Terms shall be of any force or effect unless reduced to writing and signed by or on behalf of the Practice, the Patient and the Primary Member (if applicable). For the avoidance of doubt the parties expressly agree that no variation, amendment, or consensual cancellation shall arise pursuant to an exchange of "data" by means of an "electronic signature", or an "advanced electronic signature" (as envisaged in the Electronic Communications and Transactions Act 25 of 2002, as amended "ECTA"), or otherwise by means of electronic and/or written signed correspondence. Further the parties agree, to the extent allowed in law, that section 13 of ECTA 25 of 2002 shall not apply to these Terms. For the purposes of these Terms, the parties agree that the fact that their name or the name of the entity that they represent appears at or near the end of any email, electronic correspondence or other written correspondence shall not in any way be deemed or considered to be their signature or electronic signature. Despite the foregoing, the parties agree that electronic signature of any written amendment to or cancellation of these Terms may be effected via an electronic signature platform (which has a proper signature audit trail) such as Adobe, Docusign and/or HelloSign.
- 6.2. No latitude, extension of time or other indulgence, which may be given or allowed by the Practice to the Patient and/or the Primary member (if applicable) in respect of the performance of any obligation hereunder or enforcement of any right arising from these Terms and no single or partial exercise of any right by the Practice shall, under any circumstances, be construed to be an implied consent by the Practice or operate as a waiver or a novation of, or otherwise affect any of the Practice's rights in terms of or arising from these Terms or estop the Practice from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 6.3. The *contra proferentem* rule, being the rule of construction that an agreement shall be interpreted against the party responsible for the drafting of such agreement, shall not apply to these Terms.
- 6.4. Acknowledge and agree that my medical and clinical information may be used by VERTEX and/or GoodX, which is an online clinical based program that will share my medical and clinical information between my Multi-disciplinary treatment team and other institutions appointed by them to ensure optimal medical treatment and account administration. My medical and clinical information will be stored and shared in compliance with the National Health Act and POPI Act. I further acknowledge and agree that the function of VERTEX and/or GoodX and how my information is stored and shared has been explained to me.

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Practice Fees

In-hospital Admissions

1. Practice fees are charged above medical aid rates for the treatment of all conditions covered by prescribed minimum benefits during hospital admissions.
2. In this regard, the Practice fees shall be equivalent to 3 (three) times the medical aid provider's RCF (Rand Conversion Factors) or RVU (relative value units) as applicable from time to time.

Outpatient Consultations

3. Outpatient consultations are R850.00 for initial valuation and follow-up treatment sessions are R650.00 per session.

By signing this document, the signatory agrees to be bound by the Terms and Conditions of treatment and of the Practice of L Chuntharpursat INC -

.....
Patient – Print name and surname

.....
Signature of patient

.....
Date

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