

## TERMS AND ADMISSION CONDITIONS OF ADMISSION

The patient is admitted to Zuid-Afrikaans Hospital on the terms and conditions as contained herein.

**The Guarantor**, means any person who signs these terms and conditions – other than the patient or, in the case of a minor patient, his/her patient’s parent(s) or guardian – and who accepts full responsibility for payment of ZAH’s account. The Guarantor remains liable for the full outstanding balance(s) payable to ZAH in respect of services rendered to the patient, unless settled in full by the main member of the patient’s medical aid, the patient, the patient’s medical aid itself and/or any other party.

**ZAH**, means Zuid-Afrikaans Hospital Non-Profit Company, its subsidiaries and associated companies and all of those companies, directors, officers, employees and/or agents, as well as any medical facility owned and/or operated by ZAH.

**Signatories**, includes the main member of the patient’s medical aid, patient, Guarantor(s), together or separately where the person has signed in that capacity, and who accepts by the signing hereof to be personally responsible in respect hereof.

### Signatory(ies) personally responsible

I / we, the undersigned signatory(ies), agree herewith to be jointly and severally liable (as applicable) for payment of ZAH’s account in respect of the services rendered to the patient and all other amounts due by the patient to ZAH arising from or related hereto, including the patient’s Emergency Unit account and pharmacy account, notwithstanding any claim arising from a medical aid scheme or insurance cover, and:

- whether I / we signed these terms and conditions on admission of the patient, during the patient’s stay or on the patient’s discharge;
- whether or not I / we, or the patient, are members of a medical aid scheme;
- whether or not ZAH’s invoice has been submitted to my / our medical aid scheme or any other party for payment (as applicable).

Any signatories shall remain bound in terms hereof, notwithstanding that the patient has not signed these terms and conditions.

### Recovery of costs

In the event of any of the signatories hereto failing to pay any of the amounts due to ZAH (as contemplated above), ZAH has the right to institute legal proceedings to recover any amounts due to it, as well as interest accrued thereon at the maximum interest rate permissible in terms of the National Credit Act, No. 34 of 2005, and attorney’s fees on the scale as between attorney and client (including collection commission, tracing fees and all other legal costs incurred).

### Deposit / Guarantee

ZAH may request a deposit and/or guarantee from the signatory(ies), which must be provided and/or paid in full immediately. Acceptable payment methods will be provided with the request.

### Fees due and payable

ZAH’s account (including emergency procedures, accommodation, prosthesis, theatre time, gasses, equipment, pharmacy stock and the like) becomes due and payable immediately upon presentation of an interim and/or final account (as applicable) by way of email, registered post or fax – notwithstanding any payments due for services rendered, immediately upon the rendering thereof, as communicated by ZAH. Such account shall be *prima facie* proof of any and all amounts due and/or owing to ZAH.

Medicine that the patient requires to take post hospital stay is not included in ZAH’s account.

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Where any credit amount is refundable in terms hereof, such credit amount may be set-off against any outstanding amounts due to ZAH in terms hereof. Should there still be an excess credit amount remaining, the amount will only be refunded to the person / entity that has made the payment.

### **Medical scheme**

I / we, the undersigned warrant that (to the extent applicable):

- the patient is a *bona fide* member /dependent of any medical aid scheme mentioned herein and his/her membership is valid as at the date of signature hereof

I / we, the undersigned acknowledge that I / we are aware of the degree to which medical aid scheme benefits are available for the patient.

I / we, the undersigned, authorise ZAH to present for payment to any such medical aid scheme mentioned herein any account due to ZAH in respect hereof, on behalf of me / us. ZAH shall not incur any liability in circumstances in which accounts are not submitted to the medical aid scheme timeously.

### **Consent to access credit information**

I / we, the undersigned give consent to ZAH to obtain information from any credit bureau, trade references or any other institution with whom I / we, may have financial dealings regarding any information concerning my credit profile and payment history, for the purposes of ZAH's credit review, fraud detection and prevention and compliance processes. ZAH reserves the right to verify address and employment details.

### **Disclosure**

I / we, the undersigned, authorise ZAH, its employees, agents, any attending doctor, or any other attending healthcare professional to disclose the nature of the patient's diagnosis and/or any health services rendered to the patient and all and any records or copies of records in relation thereto to the patient's medical aid scheme as may be required to process a medical claim of the patient.

### **Personal information**

I / we, the undersigned, consent to ZAH (as well as its directors, employees, agents and/or affiliates) processing my / our personal information (including special personal information), provided by me / us or on my / our behalf, for the purposes of my / our admission and/or medical care, in line with the provisions of the *Protection of Personal Information Act, No. 4 of 2013 ("POPI")*, as aforementioned terms are defined in POPI.

I / we acknowledge that the personal information to be collected, stored and used (i.e. processed) by ZAH may include my / our name, identity number, contact information, medical history, employment history, financial history etc.

Notwithstanding anything else contained herein, I / we authorise ZAH (including its directors, employees, agents, affiliates, attending doctors or other healthcare professionals) to disclose my / our personal information (including special personal information), as necessary and relevant in relation to my / our admission and/or medical care, to applicable third parties (including my / our healthcare or other medical professionals, my / our medical aid, regulatory/governmental authorities etc.).

I / we confirm that all personal information provided by me / us to ZAH (including its directors, employees, attending doctors, other healthcare professionals, agents etc.) is complete, true and accurate in all respects and that ZAH may rely on such personal information provided in the rendering of medical services to me / us.

### **Medication**

The patient, or if the patient is a minor, his/her parents/guardian shall upon admission and in writing disclose any or all medication (including, but not limited to, prescription drugs, chronic medicine, non-scheduled over the counter medicinal products, homeopathic medicine, supplements, vitamins and the like) in the patient's possession and for consumption of the patient at the time.

Patients are strictly forbidden to consume any medication other than that prescribed by the treating doctor of the Patient. Family members/relatives/visitors are strictly forbidden to provide any medication to a patient for consumption other than that prescribed/ authorized by the treating doctor of a patient.

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### **Medical Practitioners**

I / we, the undersigned, understand and accept that any medical practitioners, doctors, radiologists, physiotherapists, specialists and other such practitioners, who treat the patient or render services to the patient, are independent contractors who are not employed by ZAH and that ZAH is not responsible in any manner for their accounts, actions or treatment.

### **Consent to Magistrates Court**

I / we, the undersigned, hereby consent and submit in terms of section 45 of the Magistrate's Courts Act, No. 32 of 1944, to the jurisdiction of the appropriate Magistrates' Court having jurisdiction in respect of all actions or other proceedings which might be brought against me / us on behalf of ZAH arising out of or related hereto, irrespective of the value of the claim.

### **Address for Notices**

The addresses provided by the parties hereto are chosen as the *domicilium citandi et executandi* address for all purposes, including the serving of any court documents such as summonses or notices, the payment of any amount and any communication between the parties in terms hereof. A party may change their chosen address by giving 30 days written notice to the other party.

### **Notice / Accounts**

All notices, consent, accounts or other communication required or permitted in terms hereof, must be in writing and may be delivered:

- by hand to the *domicilium citandi et executandi* address provided and will be accepted to have been received on the day of delivery;
- by e-mail to the addressees' e-mail address;
- by prepaid registered post to the *domicilium citandi et executandi* address provided or any other address chosen in writing.

### **Minor patients**

Where the patient is an unmarried minor, both the minor's parent(s) and/or guardians shall sign these terms and conditions in both their personal and representative capacities and in so doing accept full responsibility for payment of ZAH's account.

### **Indemnity**

I / we, the undersigned, indemnifies ZAH in respect of any damage to or loss of property, belonging to the patient or in the patient's possession or provided to ZAH for safekeeping, arising from whatsoever cause or of whatsoever nature.

Subject to all applicable laws, I / we, the undersigned, herewith indemnifies ZAH (including its directors, employees, agents and affiliates) in respect of any claims of whatsoever nature by any person (including the patient, his/her parents/guardians and Guarantors) caused by or arising from the death, injury, incapacity, disability or harm to the patient, of whatsoever nature and howsoever caused.

### **Governing law**

These terms and conditions shall be governed by the laws of the Republic of South Africa in all respects.

### **Variations**

No variations hereto, including deletions and additions, shall be of any force or effect unless ZAH's manager (or any other person duly authorized thereto) and the signatory(ies) have signed next to such variation.

### **Severability**

Each provision hereof will be severable, the one from the other, and the invalidity or unenforceability of any provisions of these terms and conditions shall not affect the validity or enforceability of any other provision hereof, which provisions shall remain in full force and effect.

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**Terms and conditions – read, understood and agreed**

I / we, the undersigned warrant that I / we, have read, understood and agree to these terms and conditions, that no misrepresentation has been made to me / us and confirm that I / we are signing this document out of my / our own free will, under no duress and with full capacity to do so.

Signed at: \_\_\_\_\_ Date and time: \_\_\_\_\_

**PATIENT**

Signature of **Patient**: \_\_\_\_\_

Identity/Passport Number: \_\_\_\_\_

Name and Surname of **Patient** in print:

\_\_\_\_\_

**GUARANTOR**

Signature of **Guarantor**: \_\_\_\_\_

Identity/Passport Number: \_\_\_\_\_

Name and surname of **Guarantor** in print:

\_\_\_\_\_