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TERMS AND CONDITIONS OF ADMISSION

Definitions

<i>Birchmed Surgical</i>	<i>Means Birchmed Surgical (Pty)Ltd 2023 / 657418 / 07 trading as Birchmed Surgical</i>
<i>Guarantor, sponsor, guardian or curator</i>	<i>Guarantor means any person who signs the terms and conditions, independently from the patient, parent(s) or guardian. The guarantor by signing accepts full responsibility for payment of Birchmed account. The guarantor remains jointly and severally liable together with the patient. The one to pay the other, to be absolved. The Guarantor remains liable as co-principal debtor for the full outstanding balances, unless settled in full by the patient, parent/guardian, main member, Medical Scheme or any other party. A sponsor, guardian or curator has the same responsibility as a Guarantor.</i>
<i>Legal costs</i>	<i>Legal costs In the event where you have failed to pay the Hospital account, Birchmed has the right to institute legal proceedings to recover the amount due, including a claim for attorney and own client costs; collection commission and all related legal costs incurred.</i>
<i>Third Parties</i>	<i>"Third parties", include but are not limited to medical practitioners, doctor's, radiologists, physiotherapists, Pathologists, specialists, Medical Schemes and other service providers who are not employed by Birchmed Surgical but are involved in the provision of various services to the patient.</i>
<i>Medical Practitioner</i>	<i>I/we, the undersigned, understand and accept that the medical practitioners, doctors, radiologists, physiotherapists, specialists and other such practitioners who treat the patient are independent contractors who are not employed by Birchmed Surgical. Birchmed Surgical is not responsible for their invoices or treatment, and agree to hold Birchmed Surgical harmless in respect thereof</i>
<i>Consent</i>	<i>I acknowledge that in providing health and/or medical services ("services") to me, it is necessary for Birchmed Surgical and third parties that are involved in the provision of services, to process my personal information. I provide my express consent to Birchmed Surgical to process my personal information as defined in law for purposes of providing the services and to share such personal information with "third parties" in order to provide various medical and related services to me</i>
<i>Accounts and invoices</i>	<i>I/we, the undersigned, hereby confirm that Birchmed Surgical may use the email addresses and contact numbers as indicated in the patient/guarantor details for communication purposes on accounts and/or invoices, or submission thereof. Birchmed Surgical may use my personal information for purposes of collecting and recovering any amounts owed by myself to Birchmed Surgical</i>
<i>Confidential information</i>	<i>I/we, the undersigned, authorize Birchmed Surgical, or 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 Scheme, and I/we confirm that I/we are duly authorized to disclose such information and in the event of any disclosure, hold Birchmed Surgical harmless from any claims whatsoever</i>
<i>South African Jurisdiction and Law</i>	<i>I/we, the undersigned hereby consent and submit in terms of section 45 of the Magistrates' Courts Act to the jurisdiction of the appropriate Magistrate's Court in respect of all actions or other proceedings which might be brought against me/us by or on behalf of Birchmed arising out of my/our failure to pay the fee or other breach of Birchmed Surgical contract, irrespective of the value of the claim against me/us</i>
<i>Signatories personally responsible</i>	<i>I/we, the undersigned, signatory(ies), will be personally responsible for payment of the fee, whether the invoice has been submitted to my Medical Scheme or any other party for payment. The person who signed these terms and conditions, as the person responsible for payment of the fee, will remain responsible for the full outstanding amount</i>
<i>The signatory</i>	<i>Includes the patient, guarantor, parent(s) curator and guardian where the patient is a minor, together or separately where the person has signed in that capacity</i>

This terms and conditions constitute the agreement between the patient (including the patient, parent(s) or guardian, guarantor, and curator) of a patient and Birchmed Surgical Birchmed Surgical (Pty)Ltd 2023 / 657418 / 07 trading as Birchmed Surgical the admission of any patient shall be on the following terms and conditions:

I. LIABILITY FOR PAYMENT

The patient, guardian curator and guarantor (as may be applicable).

- 1.1 Agree to be jointly and severally liable for all amounts payable to Birchmed Surgical in respect of and incidental to the hospitalization, treatment of and any other services rendered to the patient by Birchmed Surgical, notwithstanding that the patient may be a member or a dependent of a member under a Medical Scheme and/or be entitled to compensation in terms of the Compensation of Occupational Injuries and Diseases Act or otherwise. The fact that the Birchmed Surgical may submit a claim to the Medical Scheme, Healthcare Funder, compensation commissioner, or an insurer will not in any way relieve the patient, guardian curator and guarantor (as may be applicable) of such liability as aforesaid.
- 1.2 Agree to pay all amounts due to Birchmed Surgical on discharge of the patient or on demand. Birchmed Surgical reserves the right, at any time, to require an advanced payment, in which event the patient guardian and guarantor (as may be applicable) undertakes to pay such advance payment, which may constitute all or a part of any amount/s, which may become payable in respect of the hospitalizations, treatment of any other service rendered or to be rendered to the patient. The Birchmed Surgical shall be entitled, at its sole discretion, to refuse the patient admission to the Clinic or provision of further services until such time as the appropriate advance payment has been paid.
- 1.3 Agree that the amounts payable to Birchmed Surgical in respect of and incidental to Birchmed Surgical in respect of, treatment or of any other services rendered to the patient shall be calculated on the basis of fees, rates and charges as may be imposed by Birchmed Surgical from time to time.
- 1.4 Agree that the account rendered by Birchmed Surgical shall be *prima facie* proof of the amount payable to Birchmed Surgical in respect of the patient. Such account shall only include the services rendered to the patient by Birchmed Surgical and shall not include any fees payable to independent practitioners, including, without limitation, pathologists, radiologists, anesthesiologists, surgeons or physicians.
- 1.5 Agree to be liable for any bank charges levied against Birchmed Surgical in the event of a bank declining to honor any method of payment made by the patient, guardian and guarantor.
- 1.6 Agree that in the event of any amount owed to the hospital not being paid on the due date, Birchmed Surgical shall be entitled to charge interest on the outstanding amount calculated as from due date to date of payment at the maximum rate, which may legally be charged.
- 1.7 Agree to pay legal costs incurred by Birchmed Surgical in recovery of any amount due calculated on the Attorney and own client scale, including, without limitation, tracing fees, interest and collection commission.



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2. DISCLAIMERS OF LIABILITY AND INDEMNITIES

The patient, guardian curator and guarantor (as may be applicable)

2.1 Acknowledge and agree that any medical practitioners treating the patient, including doctors, auxiliary personnel, radiologists, anesthetists ("Third Party") and the like are not employed by Birchmed Surgical. It will not in any way be held responsible or liable for conduct or breach of contract of such persons.

2.2 DISCLAIMER IN RESPECT OF PROPERTY

Acknowledge and agree that neither Birchmed Surgical nor its Trustees, Beneficiaries, Employees or Agents ("the releases") will be liable for any loss of, damage or destruction to the patient's and guardian's (as may be applicable) property, including but not limited to money and valuables, or any other property belonging to or in the possession of the patient and guardian (as may be applicable) or in the safe keeping of the releases, howsoever that loss, damage or destruction may arise.

2.3 DISCLAIMER IN RESPECT OF INJURY, HARM OR DEATH

Acknowledge and agree that neither Birchmed Surgical, nor its Trustees, Beneficiaries, Employees or Agents ("the releases") will be held liable in respect of any claims of whatsoever nature by any person, including but not limited to the patient, guardian or any other dependents of the patient caused by or arising out of the death of, injury or harm of whatsoever nature to the patient, howsoever caused.

3. MEDICAL SCHEME

The patient including the patient, guardian curator and guarantor (as may be applicable)

- 3.1 warrants that, as recorded above, the patient is a current, paid-up member of, or dependent of such member under the Medical Scheme and that the patient or member has not resigned and shall not resign his/her membership of the Medical Scheme during the course of the patient's treatment at Birchmed Surgical;
- 3.2 Authorizes Birchmed Surgical to submit the account to the Medical Scheme for payment on behalf of the patient. Notwithstanding the aforesaid, it remains the responsibility of the patient or his/her guardian to ensure all accounts are submitted timeously to the relevant Medical Scheme, insurer or Healthcare Funder; and
- 3.3 Acknowledge that only a member or dependent of a member of a Medical Scheme may be entitled to obtain benefits under the rules of the Medical Scheme. Accordingly, the including the patient, guardian curator and guarantor (as may be applicable) remain liable for payment in the case of services rendered by Birchmed Surgical to a dependent of a member of a medical Scheme.
- 3.4 Birchmed reserves the right to verify address and employment details of the signatory.

4. DEPOSIT/ GUARANTEE/ REUNDABLE DEPOSITS/ DUPLICATE PAYMENTS/ CO-PAYMENTS /DEDUCTIBLES AND CREDIT BALANCES

- 4.1 Birchmed Surgical, may request a deposit or guarantee from you, which must be provided immediately. Acceptable payment methods will be provided to you with the request.
- 4.2 A deposit paid is refundable to the person or entity that paid the deposit however, the deposit will be automatically set-off against a patient account upon admission
- 4.3 Full or partial duplicate payments shall be refunded only to the person or entity that made the duplicate payment. Refunds shall be affected by way of Electronic Funds Transfer ("EFT") by the 15th of the particular month.
- 4.4 Where a credit amount is refundable to a patient it may be set off against any outstanding hospital accounts for that patient before being refunded.
- 4.5 Where a credit amount is refundable to a guarantor who is not the patient, the credit amount shall be reimbursed to the creditor without any set off against any outstanding accounts of the patient.
- 4.6 Where a credit amount is refundable to the Medical Scheme, such credit amount will be set off against future payments due by the Medical Scheme.
- 4.7 Where there is a Co Payment payable according to the Scheme Rule and not enough day to day savings in the members medical aid funds for a specific Surgical Procedure, the co-payment will be paid prior or on the day of admission
- 4.8 Where there is a credit balance on a Medical Aid patient' account after submission and payment by the Medical Aid, the onus/responsibility is the patient's to ensure that the co-payment will be claimed back directly from the respective Medical aid scheme
- 4.9 Birchmed Surgical bears no liability or responsibility in the recovery of the required co-payment on behalf of a patient.
- 4.10 Where there is a deductible applicable for a specific procedure, the member is liable for the full account. Birchmed Surgical bears no liability in the recovery of the required deductible amount

5. CONFIDENTIALITY

- 5.1 The patient, guardian curator and guarantor (as may be applicable) hereby gives his/her written consent to Birchmed Surgical, its staff and Healthcare Providers to disclose the patient's confidential information in the following circumstances:
- 5.2 Only in so far may be required in the performance of the duties of Birchmed Surgical staff and Healthcare Providers involved in the treatment of the patient or to the extent that such confidential information is necessary to render healthcare services to the patient, whether in respect of services rendered to the patient during this admission or at future admissions of the patient; or
- 5.3 For the purposes of payment of the patient's account, such of the patient's confidential information including, without limit action, information relating to diagnosis and treatment, which will be necessary for purposes of obtaining authorization for treatments and/or obtaining payment of the patient's account from the Medical Scheme, Compensation Commissioner, insurer, guardian, guarantor or any other party to whom a claim for the patient's account may be submitted or authority to treat sought
- 5.4 Every notice, consent, invoice or other communication required or permitted in terms of this contract, must be in writing. Notices may be delivered:
- 5.4.1 by hand to the address referred to in the details section or any other address chosen in writing;
 - 5.4.2 by telefax or e-mail to the addressees telefax number or e-mail address; or
 - 5.4.3 by prepaid registered post to the address referred to in the details section or any other address chosen in writing.

6. PROCESSING OF PERSONAL DATA

- 6.1 I/we the undersigned understand that any health data pertaining to us/myself will only be disseminated in a de-identified manner if and when required
- 6.2 I/we the undersigned understand that Birchmed Surgical may have CCTV cameras in place that will record movement on the premises. Except for this, filming video or photos of patients, and the Property or Property of Birchmed Surgical is strictly prohibited.

7. SOUTH AFRICAN JURISDICTION AND LAW

The patient, guardian curator and guarantor (as may be applicable)

- 7.1 Consent and submit to the exclusive jurisdiction of the appropriate Magistrate's Court of South Africa in respect of any dispute, which arises from or is in any way connected with the terms and conditions of admission, services or treatment provided in Birchmed Surgical, and agree that disputes of whatsoever nature will be subject to and governed exclusively by the laws of the Republic of South Africa.



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8. GENERAL

The patient, guardian curator and guarantor (as may be applicable):

- 8.1 I the "patient"/" guardian"/curator or "guarantor" choose as my *domicilium citandi et executandi* the residential address recorded above under the heading "patient information",
- 8.2 agree to notify the hospital immediately in writing of any change in my above-mentioned residential address;
- 8.3 agree that any indulgence, leniency or extension of time granted by Birchmed Surgical shall not be construed as a waiver of Birchmed Surgical's rights to releases;
- 8.4 agree that all the patient records remain the property of Birchmed Surgical; and
- 8.5 agree that if any provision of this agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then that provision shall be deemed to be severable from the remaining provisions of this agreement, which shall continue in full force and effect.

9. MINOR PATIENTS AND WARRANTY OF AUTHORITY AND INDEMNITY

Where the patient is a minor, that is unmarried and below the age of 18 years. Then the minor's guardian(s) shall sign this contract in their personal and representative capacities and in so doing accept *inter alia* responsibility for payment in full of Birchmed Surgical account and warrant their authority to waive the minor's rights and agree to the disclaimer and indemnity as contained herein. In the event that only one parent/guardian signs these terms both parents shall be held jointly and severally liable for services rendered to such minor patient, and indemnify Birchmed Surgical its Trustees, Beneficiaries, Employees or Agents ("the releases") and in respect of any damages, which arise from a breach of this warranty of authority.

10. WARRANTY OF AUTHORITY AND INDEMNITY

The signatory warrants, that where the signatory is not the patient, the signatory has the authority to contract on behalf of the patient and act as the patient's agent in all respects, including the authority to waive the patient's right and agree to the disclaimers and indemnities in the respects set out in this contract. In that regard the signatory indemnifies Birchmed Surgical the Trustees, Beneficiaries, Employees or Agents ("the releases") for any damages, which they suffer arising from a breach of this warranty of authority.

11. TERMS OF THIS CONTRACT READ, UNDERSTOOD AND AGREED

The signatories. warrant that they have read, understood and agree to the terms and conditions set out herein including the disclaimer of liability and indemnities and contract on such terms and conditions.

Signed at Birchleigh, Kempton Park on today_____

FULL NAME OF PATIENT: _____ Signature _____

FULL NAME OF GUARDIAN _____ Signature _____

FULL NAME OF GUARANTOR* _____ Signature _____

FOR BIRCHMED SURGICAL _____