

TERMS AND CONDITIONS AGREED TO BY PATIENTS / PARENTS AND LEGAL GUARDIANS

Please ask us, at the practice if you, the patient, do not understand any of the clauses below. Parent / guardian / child over 12 to keep a copy.

CHILDREN AND HEALTHCARE

1. Parents are jointly and individually liable for the healthcare of their children.
2. You confirm that you understand that, as a parent or legal guardian, you are legally liable to cover the cost of your child's healthcare, even if the Children's Act allows a child older than 12 years to provide consent to treatment without your consent.
3. Irrespective of on whose medical scheme the child is a beneficiary, the parent who brought the child for healthcare will be liable for the account, should the medical scheme not reimburse the account.

FEES

4. This practice bills according to a billing policy. We charge fees that are commensurate with the level of services, the experience and expertise of the practitioners who render services and which correspond with the patient-intensive, highly specialized nature of the services we provide.
5. The fee depends on the duration of the consultation, is inclusive of VAT and may change annually. Please ask the receptionist about our current fee structure.
6. The fees in this practice exclude the costs of other entities involved in the procedure or in the care before/after the procedure, such as but not limited to, the hospital, other surgeons, the anaesthetist, specialist therapists or any third-party service providers. You should discuss these fees with the respective service providers.
7. The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and from option to option. You may obtain these details from your scheme. This practice charges more than the scheme rates.

PAYMENT

8. Unless contracted in, all consultations and procedures must be paid by you. If possible, we will attempt to submit a proportion of your account that is likely to be accepted by your medical scheme to such schemes. It remains your responsibility to settle your outstanding account before you leave the practice.
9. You remain fully liable to settle the full account of your child, irrespective of whether your scheme gave pre-authorisation or not. In some cases, medical schemes will only pay a portion of the treatment costs. In such cases, a co-payment will be applicable.
10. All accounts must be settled within 30 calendar days of the date on the account. If you have not received an account from us within 30 days, please let the practice know immediately.
11. If your account is not paid after the 30 calendar days, we will give, in terms of the National Credit Act, notice of 20 working days that your account is in arrears. If you fail to settle the account within another 10 days, the account will be handed over for debt collection. This may result in you having a bad credit record.
12. We will charge the maximum amount of 2% interest, as allowed by the National Credit Act, per month on all outstanding accounts. You will also be responsible for all costs relating to the debt collecting, such as commissions and fees levied by the debt collector or attorney.
13. If you feel that your medical scheme should have paid in full, you can lay a complaint at the Council for Medical Schemes by fax: (012) 431-0608 or at this email address: complaints@medicalschemes.com. If you feel that terms and conditions of the scheme are unfair or benefits were not communicated clearly, you can complain at the National Consumer Commission at fax: 086 151 5229.

SERVICE BY DOCTORS IN THE PRACTICE

14. Should you attend this practice and your doctor is unable to see you or your doctor is on leave, you will have the option to be treated by another doctor in the practice or practices affiliated to the Chest & Allergy Centre.
15. Many cases in this practice are acute cases. Although we will do our best to render the services at the time we set, a preceding patient may require a longer time than anticipated or an emergency may have to take preference. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

COMPLAINTS & CONCERNS

16. The practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. In the case of any complaints or concerns, use the practice's complaints policy and form. Both are available from our website (www.chestandallergy.co.za) or our reception staff. The practice urges all persons to use this avenue before taking any action at any external entity.

CONFIDENTIALITY

17. This document constitutes a contractual agreement by the practice to protect all personal information in confidence.
18. All processing of personal information will adhere to the requirements of the Protection of Personal Information Act 4 of 2013 and the Practice's Privacy Policy which is available to review. By signing this document, the disclosing party accepts and consents to the processing of their personal information in accordance therewith.
19. We will use your and your child's information only in relation to their healthcare. We can only release information to third parties with your written consent. Children over 12 years may consent to this themselves.
20. The following special cases exist where the law compels us to disclose your personal information. By agreeing to our services, you acknowledge the legal duty that we have to disclose:
 - a. To your medical scheme: a diagnostic code and details of the treatment and/or operation, so that the scheme can evaluate whether it falls within your benefits.
 - b. To the Compensation Commission or the Road Accident Fund: if you want to claim from them in cases of work-related illness or injury, or in the case of a motor-vehicle accident, all details they require of us.
 - c. To healthcare professionals involved in your care: information that is necessary and in your best interest will be shared with such healthcare professionals in terms of the National Health Act.
21. Some medical schemes provide all information of all the dependents on a scheme to the principal (main) member. We do not accept liability for any personal information that is disclosed as a result, and you should direct queries on this to the medical scheme you belong to.
22. We keep, and may use, your child's information only for practice record keeping purposes.

EQUIPMENT, DEVICES AND MEDICINES ("GOODS") WE USE

23. If the doctor has prescribed a particular product, it means that that product is the preferred option for your child. If you are offered a substitution at a pharmacy level, ask the pharmacist whether such substitution would be in your child's best interest, or ask us at the practice. Remember that the law only allows for generic substitution (the same molecule) and does not permit therapeutic substitution (another molecule).
24. Pharmacy and health legislation prevents us from taking back any medicines or equipment we have provided to you. We can also not refund you in these circumstances.
25. If there is a proven quality or performance fault with the goods, we will contact the supplier, who will deal with the matter. They will decide on whether a repair, refund or replacement would be provided. Note that each manufacturer may have its own rules in this regard. In general, if you have made changes to the goods, you may invalidate any warranty.

PATIENT / CLIENT / CONSUMER DUTIES (NATIONAL HEALTH ACT, 2003)

26. You must adhere to the rules of the practice and any instructions given to you by staff or healthcare professionals.
27. You have the right to ask questions and to have them answered. If you do not ask any questions, we will assume that you have understood everything.
28. You and/or your family or other persons that come to the practice may not harass the healthcare professionals and staff. They should be treated with respect. If not, we are allowed by law to refuse to treat or to continue to treat you or your children. In such cases we will refer you to another practice.

I hereby confirm I understand and agree to the above terms and conditions:

Signature of patient/ parent/ guardian:

Signature of witness:

Date: