

# 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. 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. This practice does not know what the specific arrangements are between unmarried-, married-, divorced-, foster or other parents or caregivers.
2. Unless a **signature of the person responsible for the account, in terms of a parental agreement**, is provided, **the parent / guardian / caregiver who signs the practice forms and accepts these terms and conditions will be held legally liable for the cost of care provided** and the account will be addressed to that person. The practice regrets that it cannot get involved in parental disputes as to the financial aspects of healthcare provided to a child or children.

## PRICING/FEES AND PAYMENT

3. This Practice bills according to a billing policy:
  - 3.1. This practice is not contracted to any medical aid scheme. All consultations and procedures must be paid by you and it remains your responsibility to submit the claims to your medical scheme.
  - 3.2. This Practice bills according to a billing policy. We charge rates which we believe are commensurate with the experience of our practitioners, and which corresponds with the highly, patient-intensive, specialized nature of the services we provide.
  - 3.3. By signing these terms and conditions, you agree that you have been provided with a copy of the practice's billing policy and that you have had the opportunity to read the policy. You further agree that you understand and accept the terms of the billing policy and the manner in which the practice bills.
  - 3.4. **Our fees cover your Practice visit (i.e. the consultation) and any equipment or medicines used in the consultation.**
  - 3.5. Our fees exclude the costs of the hospital (admission, ward, theatre and other fees), anaesthetists, pathologists (for blood tests), radiologists (for X-rays and scans) and therapists involved in your child's care. You have to discuss their fees with them.
  - 3.6. The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). You have to obtain those details from your scheme. If you are concerned about the amounts, you have to talk to your scheme. This practice charges more than the scheme rates.
4. Please note that the cost of healthcare sometimes depends on how a person's body reacts to treatments and/or operations. The law allows us to step in to save your child's life, or to prevent or reduce harm to your child. We will charge for the costs of this.
5. **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**
6. By choosing the Practice, you –
  - 6.1. If possible we will attempt to submit a proportion of your account that is likely to be accepted by your medical scheme to your medical schemes. However it remains your responsibility to settle your outstanding account before you leave the practice after a consultation.
  - 6.2. Confirm that the person indicated on the practice form as belonging to the scheme as principal member or dependent, is indeed a member with a valid membership at the date of visiting the practice.
7. **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, and there is then still a part of the costs/fees outstanding. You are liable to pay this to us within 30 calendar days of the date appearing on the account you receive from us.
8. 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.**
9. 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.
10. 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](mailto: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.

## ON TIME OF PERFORMANCE OF SERVICE

11. The majority of cases in this practice are acute cases. This means the visits to the practice are not planned long in advance or at all. Although we will do our best to render the services at the time we set, sometimes **a previous patient may require a longer time or an emergency or another child may have to get preference**. We will also give preference to children who may be more in need. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

## SERVICE BY AN ALTERNATIVE DOCTOR IN THE PRACTICE

12. In the event that you attend the practice in an emergency situation and your doctor is unable to see you, or your doctor is on leave, you will be required to be treated by another doctor in the practice or practices contracted the Chest & Allergy Centre. This doctor will feedback to your doctor and inform them of what happened during the consultation. When your treating doctor returns they will continue with your treatment.

## COMPLAINTS & CONCERNS

13. The practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. When visiting the practice and using the services and products offered, all patients / consumers and their accompanying persons will, in the case of any complaints or concerns, use the practice's complaints policy and form. Both the policy and form are available from our website ([www.chestandallergy.co.za](http://www.chestandallergy.co.za)), and/or our reception staff. The practice urges all persons to use this avenue before taking any action at any external entity.

## CONFIDENTIALITY

14. This document constitutes a contractual agreement by the practice to protect all personal information in confidence.
15. We will use your and your child's information only in relation to your healthcare. In general, we keep all this information confidential, also when the child is over the age of 12. **We can only release information about your child up to the 12 years with your written consent.** Please provide us with consent if you want us to be able to disclose certain information to a specified family member.
16. The following special cases exist where the law compels us to disclose your personal information and by agreeing to our services, you acknowledge this legal duty that we have to disclose:
  - 16.1. 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.
  - 16.2. 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.
  - 16.3. To referring healthcare professionals others 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.
17. Some medical schemes provide all information on 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.
18. We keep and may use your child's information only for practice record keeping purposes.

## PURPOSE AND NATURE OF HEALTHCARE

19. **You confirm that you understand that in healthcare results cannot be guaranteed.** Results also depend on how one's body reacts to the treatment.
20. **You confirm that you understand that your own behaviour or that of a child or dependent may affect the outcome of the healthcare received.** You agree to follow the instructions provided to you by the healthcare professionals and/or come for follow-ups, etc. If you do not do this, you undertake to not hold the Practice and its staff liable for any negative consequence. \_\_\_\_\_(initial)

## CHILDREN AND HEALTHCARE

21. **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.

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

22. 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).
23. 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.
24. 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)

25. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**
26. **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 and are fine with everything.**
27. You and/or your family or other persons that come to the Practice should not harass the healthcare professionals and staff. They must 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.

Signature of patient / parent / guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: Witness: \_\_\_\_\_  
confirming that s/he understood and agrees to the above terms and conditions