

## **PRACTICE TERMS AND CONDITIONS**

These terms and conditions set the basis upon which, the Practice and patient and parents and legal guardians of patients will conduct their relationship.

By your signature to these Terms and Conditions, you accept that you have read the document in its totality, that you understand the contents and that you have been given an opportunity to ask questions, which have been answered to your satisfaction.

## **APPOINTMENTS**

1. The Practice will at all times endeavor to run on-time, however, certain instances may require the doctor see a patient for a longer appointment than booked or an emergency requires the doctor to leave the Practice at short notice. In the instance where the doctor is running late the Practice will endeavour to contact you and inform you of the delay. You do however understand that this is not always possible.
2. Appointments are booked at the Practice at 30-minute intervals, in the event that you think you may need a longer appointment than this, kindly inform the reception when booking your appointment.
3. Please note that the Practice does not offer any consultations via telephone, text, WhatsApp or email. In the case of an emergency, please take go to the nearest emergency room who will contact the Practice.
4. Telehealth consultations may be considered for remote patients for follow up consultations on a case-by-cases basis. In these cases, a consultation fee will apply.
5. The premises of the Practice, including the parking and waiting areas and playgrounds are intended for the enjoyment of all visitors. Entering the property and use of the playground equipment is done entirely at your own risk. Children are to be supervised by a responsible adult at all times. Smoking, vaping or drug use is not permitted anywhere on the premises. Picking of flowers, plants fruit is not permitted.

## **RISK OF CLINICAL COMPLICATIONS**

1. Whilst the Practice, their doctors and nurses will do their best to ensure a satisfactory outcome with regards to your healthcare, no clinical procedure or treatment is entirely risk-free, and the results of any particular treatment cannot be guaranteed. If you have any concerns or queries you should discuss these with the doctor. Your doctor will discuss your healthcare condition with you together with any treatment and procedure (risks and benefits) required.
2. You confirm and understand that your own behavior and participation in your (or that of a child or dependent) healthcare will also impact the outcome of any treatment or procedure. Please note that the Practice reserves their rights to refer you to another Healthcare Professional should you not follow the express instructions of your doctor.
3. If you do not follow the instructions of your doctor, you undertake to not hold the Practice and its staff liable for any negative consequence. The Practice may also terminate their relationship

with you if the instructions of your doctor are not followed. If termination of your relationship occurs your doctor will provide you with a referral to another healthcare practitioner.

### **PATIENTS 12- 18 YEARS OLD**

1. The Children's Act, 2005 allows a child to provide consent to treatment without the consent of their parent or legal guardian (children 12 – 18 years who understand the implications of the treatment).
2. In the event that the Practice treats or consults with your child, 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 you are not aware that they have been seen by the Practice. You also confirm that you understand that prior to any operation on a child, there is a special legal dispensation and forms that must be used and completed.

### **CONSUMABLES**

1. In the event, during a procedure, that your doctor is required to change the treatment plan as discussed with you, and they are required to substitute a medicine or a device, your doctor will do so and discuss this with you after the procedure. If we have to substitute a medicine or device with another one, we will obtain your consent where possible.
2. Where a prescription is provided by this Practice and you are asked by your pharmacist, upon filling the prescription, if you would like to substitute any of the medications prescribed for others such as a generic, please, ask the pharmacist whether such substitution would be in your best interest, or request that the pharmacist contacts the Practice. Substitution of a drug is only allowed if you are offered a generic drug and not another completely different drug.

### **PAYMENT OF PRACTICE FEES**

Fees are set according to the following principles:

1. This Practice bills according to a billing policy, a copy of the billing policy is available from reception and on our website ([www.drgrahamjones.co.za](http://www.drgrahamjones.co.za))
2. Our fees cover your Practice visit (i.e. the consultation) and any equipment or medicines used in the consultation. Specialised investigations such as tympanograms and lung functions will be charged separately.
3. Our fees exclude the costs of the hospital (admission, ward, and other fees), pathologists (for blood tests), radiologists (for X-rays and scans) and therapists involved in your care. You have to discuss their fees with them.
4. Please note that the cost of healthcare sometimes depends on how your 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 calendar days, please let the Practice know immediately.
6. By choosing the Practice, you understand that–

- We do not submit accounts to medical schemes for once-off nor follow-up consultations nor procedures in the rooms. You have to pay us before you leave the Practice after a consultation.
  - For in-hospital work, this Practice submits claims directly to various medical schemes. Despite the fact that the Practice submits the account to the medical scheme, you still remain liable for payment should your medical scheme refuse to pay for any part of the account or all of the account. By your signature hereto you agree that the Practice may submit accounts to your medical scheme on your behalf or on the behalf of a dependant member. Should you not want the Practice to submit the claim to the medical scheme, kindly let the Practice know.
7. You are liable to provide us with all of the correct information in order for the Practice to submit your claim to your medical scheme and 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. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay the Practice directly for the services which they have provided. You undertake to notify the Practice of any change in your indicated address, contact details or medical scheme details.
  8. 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. You acknowledge that the fees charged by the Practice may be different from the benefits to be paid by the medical scheme, and you accept responsibility for any co- payment resulting from the difference between these two amounts.
  9. It is your responsibility to obtain pre-authorization from your medical scheme for any appointment at this Practice or for any treatment or procedures which will be performed by a doctor of this Practice. You understand that pre-authorization is never a guarantee of payment and that should your Medical Scheme not cover any pre-authorized appointment, treatment or procedure, for whatever reason, you will be liable for this amount.
  10. In the event that your Medical Scheme fails to settle our invoices (or any part of them) the Practice will assume that the outstanding amount will not be paid by your Medical Scheme and the Practice will inform you accordingly and provide you with an invoice for settlement. You undertake to settle the account within 30 calendar days in case of non-payment from the medical scheme.
  11. The fact that the Practice may submit a claim to the Medical Aid/ Scheme, Compensation Commissioner, Road Accident Fund or an Insurer, will not in any way relieve you of your liability as aforesaid.
  12. If you feel that your medical scheme should have paid in full, you can lay a complaint at the Council for Medical Schemes or the National Consumer Commission.
  13. You, if you are an adult, remain fully liable to settle the full account, irrespective of whether your scheme gave pre-authorization or not. This also applies if you are a dependent on someone else's medical scheme. 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.

14. 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.
15. We will charge interest in the amount 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.

### **CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION OR DATA**

1. At the Practice it is our legal duty to respect the confidentiality of all of our patients. We will treat all information provided to us by you as confidential and, will not disclose any such information to any person without your express written consent or as otherwise required by law.
2. The Practice will store your personal data or information on our cloud servers, which electronically store data. The cloud storage facilities may be located outside the borders of South Africa; however, the Practice has entered into the requisite agreements to protect the confidentiality of your personal data or information.
3. The Practice is required to collect healthcare information with regards to your health for the doctor to adequately perform their clinical duties. You herewith consent to the collection and processing of your healthcare information for this purpose. The Practice is also required to obtain certain personal data relating to your name, telephone numbers, physical address, email address, medical scheme details etc for the Practice to register you as a patient, to provide a clinical service (purposes relating to the doctor/patient relationship or possible doctor/patient relationships) and for billing purposes (Including the recovery of unpaid accounts). If any next of kin or family member information is provided by you to the Practice you confirm that you have express permission from the next of kin or family member to provide that information.
4. Even if a family member or third party requests your or you child's healthcare information, the Practice will only release such information with your written consent. In the event that the Practice is contacted by a family member or third party to request your child's healthcare information, you will be notified and requested to confirm in writing that such family member or third party may have access.
5. The following special cases exist where the law compels us to disclose your personal information and by agreeing to our services, you acknowledge that the Practice is hereby authorised to disclose to the medical scheme (Some medical schemes provide all information on all the dependents on a scheme to the principal (main) member) or the Compensation Commissioner, Road Accident Fund or Insurer or to whom a claim is submitted in relation to amounts payable to the Practice, full details as to the nature, diagnosis, condition or treatment of the patient.

6. We may transfer your personal information or data to any firm, organization, or person that we use to invoice on our behalf, collect payments and recover debts or to provide a service on our behalf. This personal information and data will in some instances include an ICD10 code, procedure code and billing information.
7. The Practice does not accept liability for any personal information that is disclosed as a result of any disclosure contained in this document and you should direct queries on this to the medical scheme you belong to, or the Compensation Commissioner, Road Accident Fund or Insurer or to whom a claim is submitted.
8. Please note that a staff member of the Practice may contact you with regards to test results where no engagement with the doctor is required. Please inform the Practice should you not want to be contacted by a staff member.
9. You hereby acknowledge and agree, in line with the provisions of section 15(1) of the National Health Act, that the Practice and its staff may, if you are/were admitted to hospital and you or your child are under the care of this Practice, access your and your child's hospital records and/or the records of any other health care professional simultaneously involved in your care, when such access is in your best interest by assisting the care your child receive and/or appropriate billing thereof and only for periods when you or your child will be or have been under the care of this Practice and its staff. In certain instances, we will receive your or your child's healthcare information from your other treating healthcare practitioners, in instances where we receive this information, we will inform you accordingly.
10. If you would like any of your or your child's healthcare information updated or deleted, please make such requests to the Practice in writing. Please note that healthcare information can only be deleted if in accordance with legal requirements.
11. In the unlikely event of any data breaches within the Practice, the Practice will immediately notify you. Our Information Officer can be contacted should you require any further information regarding the contents of this letter, on [admin@drgrahamjones.co.za](mailto:admin@drgrahamjones.co.za) or 0103461888. Please note that a copy of the Practices PAIA and POPIA policies can be found at [www.drgrahamjones.co.za](http://www.drgrahamjones.co.za) or a copy can be obtained from reception.
12. You hereby indemnify and hold us harmless from any loss, damages, or injury that you may incur as a result of your furnishing incorrect or incomplete personal data or information to us.

#### **COMPLAINTS OR COMPLIMENTS PROCESS**

1. The Practice would like to hear should you have any compliments, complaints or concerns with regards to any issue or your experience at the Practice.
2. The Practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. Should you have any complaint or concern with regards to the Practice or the doctor who treated you, kindly address such concerns or complaint in writing via email to the Practice at [admin@drgrahamjones.co.za](mailto:admin@drgrahamjones.co.za). This will then urgently be addressed.
3. In the event that you would like to meet with the Practice to discuss any complaint or concern, the Practice welcomes this engagement. If necessary, the Practice may utilize the services of

an independent mediator to chair any meeting and aim to reach a resolution. The Practice urges all persons to use this avenue before taking any action at any external entity.

## **CONCLUSION**

1. By your signature hereto, you confirm that you have reviewed these terms and conditions and have been given an opportunity to clarify any queries you may have had or to ask questions.
2. You acknowledge that you are signing these terms and conditions voluntarily without being forced, influenced or harassed to do so.
3. You understand that these terms and conditions are a contract between yourself and the Practice.
4. You agree to adhere to all the rules of the Practice and further that neither you, your family members or any person associated with you, will harass any staff member of the Practice, including your doctor. In the event that you, your family member or person associated with you harass or threaten any staff member of the Practice you understand that the Practice reserves its rights to terminate its relationship with the patient.
5. Should the Practice terminate their relationship with you or the patient, we will refer you to another Practice.
6. You acknowledge that you and the Practice will comply with the requirements and regulations set out in the protection of personal Information Act No 4 of 2013 ("POPI") and that the processing of all your personal data and information will be processed in order to provide the services of the Practice.

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Signature of patient / parent / guardian

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Date

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Practice