



**DR. M. NOETH**  
METABOLIC UNIT

MBChB/Mmed (Int)

Practice No. 0261920 | MP 0533025

## 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.  
1 copy to patient, 1 copy to Practice*

### PRICING/FEES AND PAYMENT

1. Fees are set according to the following principles:
  - 1.1. This Practice bills according to a billing policy. You confirm that you have received, read and understood such billing policy.
  - 1.2. The general terms relating to private (i.e. non-medical scheme) patients are available from reception or on request from our staff.
  - 1.3. 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 will only submit claims to medical schemes whom they have a contract with. Should this Practice not have a contract with your medical scheme, you will be required to pay upfront for your consultation and claim back from your Medical Scheme. In some instances, the Practice may charge more than your scheme covers, in which instance you may be liable for a co-payment.
  - 1.4. **Our fees cover your Practice visit (i.e. the consultation) and any equipment or medicines used in the consultation.**
  - 1.5. 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 care. You have to discuss their fees with them.
2. 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 life, or to prevent or reduce harm to you. We will charge for the costs of this.
3. **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.**
4. By choosing the Practice, you –
  - 4.1. Understand that all in-rooms consultations and procedures will be immediately payable by you before leaving the Practice. For in-hospital procedures, the account will be sent directly to the medical scheme concerned. Despite the in-hospital account being submitted to the scheme, you will remain liable for any shortfall which your scheme does not fund. In-rooms consultations and procedures can be paid by means of cash or card.
  - 4.2. 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.

☎ +27 12 460 1160

✉ info@pretoriaphysician.co.za

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5. **You, if you are an adult, remain fully liable to settle the full account, irrespective of whether your scheme gave pre-authorisation 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.
6. 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.**
7. 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.
8. 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

9. 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 has to get preferences.** By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

#### COMPLAINTS & CONCERNS

10. 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 Reception or will be e-mailed to you upon request. The practice urges all persons to use this avenue before taking any action at any external entity.

#### CONFIDENTIALITY

11. This document constitutes a contractual agreement by the practice to protect all personal information in confidence.
12. We will use your information only in relation to your healthcare. In general, we keep all your information confidential, also when you are a child over the age of 12. **We can only release information with your written consent**, even if a family member requests the information. Please provide us with that consent if you want us to be able to disclose certain information to your family.

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13. 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:
  - 13.1. 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.
  - 13.2. 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.
  - 13.3. 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.
  
14. 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.

#### **PURPOSE AND NATURE OF HEALTHCARE**

15. **You confirm that you understand that in healthcare results cannot be guaranteed.** Results also depend on how one's body reacts to the treatment and/or operations.
  
16. **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**

17. **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 the child to provide consent to treatment without your my consent (children 12 – 18 years who understand the implications of the treatment). You also confirm that you understand that there is a special legal dispensation and forms that must be used in cases of operations on children.

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

18. If we have to substitute a medicine or device with another one, we will obtain your consent for that. If you are offered a substitution at a pharmacy level, ask the pharmacist whether such substitution would be in your 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).
  
19. 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.



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20. 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)**

21. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**
22. **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.**
23. 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

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