

Dr. Marianne Duvenage Ing/Inc - Velartse / Dermatologists

TERMS AND CONDITIONS AGREED TO BY PATIENTS / PARENTS AND LEGAL GUARDIANS ***** Please
ask us if you do not understand any of the clauses below. *****

PRICING/FEES AND PAYMENT

1. Fees are set according to the following principles:

2.

2.1. This Practice sets out our fees as we deem appropriate for the quality and complexity of the service rendered. All treatments and procedures will be quoted on a specific individual basis. Our general consultations fees are available. E.g. Fee for 2024: **Consultation fee R1600.00, Fotofinder R1500-00 Max. Consultation fee excludes** any procedures, diagnostic procedures e.g.

Fotofinder/Mole mapping, freezing, Histology, laboratory tests or any other treatments performed during this consultation.

2.2. All our fees include VAT.

2.3. This is a cash practice. Only cash, Credit Card or Electronic Funds Transfers are accepted.

2.4. All fees are **payable on the day of consultation or procedure**, prior to your leaving the practice.

2.5. All consultations are payable upon each visit and any further treatment or investigations e.g. Fotofinder exam, which the patient requires will be charged over and above the consultation.

2.6. For treatments, we can provide you with a quotation. Please note that we cannot guarantee that the costs will be within what was quoted by us, as factors beyond our control could influence it, such as the duration, procedures undertaken and products used, as well as how your body may react to treatments, which may differ from one patient to the next. If you have not received a quotation, please request one from us.

2.7. Please note that all quotations will only be valid for a 30 (thirty) day period. In the event that you accept the quotation provided, within the 30 day period, a signed copy of the quotation must be handed to this practice.

2.8. This practice is **not contracted to any medical scheme**. Various schemes reimburse for health services and goods at different levels, so the amounts payable by the patient may differ from scheme to scheme, or from one option/plan to another.

2.9. In certain circumstances (e.g. unknown diagnosis, possible skin cancers) where a treatment/procedures ICD-10 Code is unknown to the practice, the practice will then forward such account to the Medical Aid Scheme as soon as the diagnosis code is known. In these special circumstances the patient will be liable for any shortfall by the Medical Aid Scheme. All **outstanding amounts** from this practice must be settled within **30 calendar days of the date on the account**. If you have not received an account please contact the practice immediately.

2.10. You are responsible to obtain the details of **what your scheme will pay**, from your scheme. If you are concerned that their payment will not be sufficient, you have to talk to them. We will gladly tell you whether your condition is a so-called "PMB" (Prescribed Minimum Benefit) which must under certain circumstances be paid for in full by your scheme, according to the law.

2.11. Our fees exclude the costs of any pathologists, laboratory tests, hospital, anesthetists and any therapist (e.g. any occupational therapist, physiotherapist) which may be involved in your care. You have to discuss their fees with them.

3. The cost of healthcare sometimes **depends on how your body is or reacts** to treatments and/or operations. The law allows us to step in in order to save your life, or to prevent or reduce harm to you. We, or any other professional who may need to step in, will charge for the costs of this.

4. By choosing the practice as your healthcare service provider you agree to the following:

4.1. **That this is a cash practice** and that all fees are to be paid in full on day of service. You will submit your accounts to the medical scheme for refund of fees paid to this practice.

4.2. **It remains your responsibility to submit the account to your medical scheme**. Please check that the scheme has received your account after you have submitted it.

4.3. If the scheme has received the account it does not mean that they accept liability for the account. Please confirm with them that they will or have paid.

4.4. In the event that a medical scheme reverses monies previously paid to us, you remain liable for the account, even if you are still in dispute with the scheme

4.5. It is your responsibility to ensure that the person indicated on the information form, as principal member or dependent of that scheme option, has a **valid membership** at the date of service and that there is no exclusion period or waiting period attached to the medical scheme membership.

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3.6. If you are a principal member or an adult dependent of a medical scheme, **you remain fully liable to settle the full account**, irrespective of whether your scheme gave pre-authorization or paid in full or not.

3.7. If you believe that your scheme should have paid, you have to take it up with them, and after that you may want to lodge a complaint at the Council for Medical Schemes at complaints@medicalschemes.com or at fax (012) 431-0608.

4. If your account is not paid within the 30 calendar days, we will give you a notice of 20 working days that your account is in arrears, and if you fail to settle the account within another 10 working days **the outstanding account will be handed over to a lawyer for collection**. This may result in you having a bad credit record.
5. In terms of the rules of the HPCSA (Health Professionals Council of South Africa), we have to maintain open communication channels with you. If there are any specific financial circumstances you must bring to our attention, please do so sooner rather than later.
6. We urge you, should you not be in a position to pay our account, to make **payment arrangements** with us as soon as you become aware of a problem with paying us.
7. We will charge the maximum amount of **2% interest**, as allowed by the National Credit Act, per month on all outstanding accounts (i.e. after the initial 30 calendar days being in arrears).
8. You will also be responsible for all costs relating to the debt collecting, such as commissions and fees levied by the debtcollector or attorney.
9. I am aware that if I sign this form I may be held responsible for payment of this account despite not being the main member of the Medical Aid Scheme.

TIME OF YOUR APPOINTMENT

10. Although we will do our best to render the services at the time we have agreed with you, sometimes a previous patient may require a longer time or an emergency has to get preference. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.
11. If you **cannot keep an appointment** (for any reason apart from an emergency) and you do not let us know at least the day before the appointment (24 Hours), we reserve the right to **charge you the full consultation fee** as we would have lost the opportunity to fill that slot with another patient.

CONFIDENTIALITY

12. We will keep all your **information confidential**, also when you are a child over the age of 12.
13. We can only release information with your written consent, even if a family member requests the information. Please provide us with that consent in writing if you want us to share information with your family, medical scheme, insurance company or any other third party.
14. The following special cases exist where because the **law compels us to disclose** your personal information:
 - 14.1. To your **medical scheme** we must provide a diagnostic code and details of the treatment and/or operation, so that the scheme can evaluate whether it falls within your benefits.
 - 14.2. To the Compensation Commission (for **work injuries / diseases**) or the Road Accident Fund (for **motor-vehicle accidents**), if you want to claim from them.
15. We keep and may use and/or sell anonymised information (i.e. without your name, identity number or address) to companies who collect this data to track trends in healthcare services.

16. We may use your case as an example and may sometimes take pictures or videos to show how treatment was done, as part of research and/or presentations and/or advertising, in the interesting of learning and advancing medical knowledge. We will always anonymize your data if we use it. Please sign here to consent to this use of information: _____ **(initial)**. Otherwise, please delete this section. Please further refer to the independent treatment information forms which you will be required to

sign before commencing any treatment with this practice.

17. Some medical schemes provide all information on all the family members on a scheme to the principal (main) member. We do not accept liability for any personal information that is disclosed as a result of this

PURPOSE AND NATURE OF HEALTHCARE

18. 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 procedures.

19. You confirm that you understand that your own behaviour or that of a child or dependent may affect the outcome of the healthcare and/or treatment 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)**

NoviSkin

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

20. In the event that we are required to **substitute** a medicine or device or treatment plan with another one, we will obtain your consent for that.

21. Pharmacy- and health legislation prevents us from **taking back any medicines or equipment** this practice has provided to you. We can also not refund you in these circumstances.

22. If there is a proven quality or performance fault with the goods or treatment, 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.

CHILDREN AND HEALTHCARE

23. 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 consent (children 12 to 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. This practice will provide you with such forms where it is required.

AGREEING TO A CONSULTATION, TREATMENT AND/OR PROCEDURE

24. The National Health Act and the HPCSA (Health Professionals Council of South Africa) ethical rules, read with the Consumer Protection Act state that patients:

- 24.1. Have the right to receive accurate information that allows them to make choices based on the options available.
- 24.2. Must be informed about the purpose of the options (i.e. what it could, or could not achieve and how factors such as one's own body may influence how well the treatment may, or may not work).
- 24.3. Must be informed about the risk of the options. If the risks are very serious, the patient / client / consumer should sign a form to say that s/he knows about the possible risks and agree to it.
- 24.4. Must be informed about the costs of the options.
- 24.5. Must be issued with instructions on how to use a product / care for themselves before and after a procedure or treatment, etc.
- 24.6. Have the right to refuse healthcare, but that the doctor practitioner will explain the implications of this refusal to you. If you still refuse you will not be able to hold the healthcare practitioner liable for any harm you may suffer.

SPECIFIC TREATMENT

25. Should you receive a specific treatment from this practice, you may be required to sign a further form specific to that treatment which sets out the details of such treatment and information relating to such treatment.

PATIENT DUTIES

26. You must **adhere to the rules** of the practice and **any instructions** given to you by staff or healthcare professionals. 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.

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 and are comfortable with everything.

COMPLAINTS AND CONCERNS

28. The practice aims to ensure 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 form. This form is available from admin1@noviskin.co.za or from reception staff. The practice urges all persons to use this avenue before taking any action at any external entity.

X _____
Name of patient/parent/guardian

X _____
Signature of patient / parent / guardian

Date

Signature: Witness

Confirming that s/he understood and agrees to the above terms and conditions