



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

Please ask us, at the practice if you, the patient, do not understand any of the clauses below.

PRICING/FEES AND PAYMENT

1. Please refer to our Billing Policy attached hereto which outlines the following in detail:
 - 1.1. Private / non-medical aid /non-medical aid claiming patients are required to settle their bill immediately after each consultation;
 - 1.2. We may claim directly from medical aid schemes, in which case the patient is responsible for the shortfall if there is any, or the full amount if rejected.
 - 1.3. What is covered by the Patient's fees;
 - 1.4. Costs excluded from Patient's fees and fees for procedures outside of the practice;
2. The cost of healthcare depends on how your body reacts to treatment and/or procedures, it's for this reason that the law allows us to intervene to save your life by either preventing or reducing harm to you. We will charge for the costs of this, including emergency medical treatment in your best interest, which could not be delayed and agree to sign a post intervention consent therefore.
3. By choosing the Practice, you –
 - 3.1. Consent to us submitting the account to your medical scheme. This does not mean that the scheme has received the account or that they accept liability for the account. Please confirm that with them directly.
 - 3.2. If you do not want any particular account to be submitted to your medical scheme, please let us know before you leave the practice, otherwise the provision of 4.1 will apply (i.e. we will submit to the scheme).
 - 3.3. Confirm that the Main Member as indicated on the form belongs to the scheme as principal member and the membership is valid at the date of the healthcare delivery.
4. You, (the patient, if you are an adult, or the parent of a child-patient) remain fully liable to settle the full account, irrespective of whether your scheme gave pre-authorisation, pay in full, or not. If your scheme has only paid or authorised a portion of the treatment cost, you are liable to pay outstanding cost immediately on presentation of the invoice.
5. Should you not pay your account immediately or if a payment arrangement has been agreed upon, 20 working days' notice will be given for accounts not paid within 30 days, in terms of the National Credit Act. If you fail to settle the account within another 10 days, the account will be handed over for debt collection. Not only may this result in you having a bad credit record, but a 2% maximum interest fee will also be charged per month for all outstanding accounts. You will be responsible for all the costs including those that are derived services of the dept collector or an attorney.
6. Complaints regarding payment by the medical scheme can be directed to the Council for Medical Schemes: by fax: (012) 431-0608 or email: complaints@medicalschemes.com. Any queries regarding the terms and conditions of the scheme can be directed to the National Consumer Commission at fax: 086 151 5229.

ON TIME OF PERFORMANCE OF SERVICE

7. We do our best to render timeous services, however due to unforeseen circumstances we must give

preference to emergency cases or where a previous patient may require extra time. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

CONFIDENTIALITY

8. This document constitutes a contractual agreement by the practice to protect all personal information and hold it in confidence to the extent required by law. Please see the documents section on our website <https://www.mmaddocksinc.co.za/documents/> for our privacy and data management policies:
 - 8.1. POPI Policy (Protection of Personal Information Act)
 - 8.2. PAIA Manual (Promotion of Access to Information Act)
 - 8.3. Retention, Archiving & Destruction Policy.
9. As an adult, or a consenting child over the age of 12 (twelve), your information provided to us will only be used in relation to your healthcare. None of your information will be shared without your informed and written consent. All information is kept confidential and if a family member requests your information, your written consent must be provided to that specified family member for the information to be disclosed.
 - 9.1. Your details will be added to our practice mailing list which we use to keep you updated on practice updates and other podiatry-related educational material, and marketing. You will have an opportunity to opt out as you so wish.
10. 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:
 - 10.1. 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.
 - 10.2. 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.
 - 10.3. To referring or other 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.
11. We keep and may use anonymised information (i.e) without your name, identity number, or address) to track trends in healthcare services
12. 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
13. For continuity of care, I consent to both my medical history and personal details being shared within M Maddocks Inc if I received treatment at more than one branch, and/or by more than one Practitioner.

PURPOSE AND NATURE OF HEALTHCARE

14. 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.



15. 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 professional/s and/or attend follow-ups, etc. If you do not do this, you undertake to not hold the Practice and its staff liable for any negative consequence.

CHILDREN AND HEALTHCARE

16. **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 – 18 years who understand the implications of the treatment). You also confirm that you understand that there is a special legal dispensation and form that must be used in cases of operations on children.

EQUIPMENT, DEVICES AND MEDICINES ("GOODS") WE USE / PRESCRIBE / MANUFACTURE

17. If we must substitute a medicine or device with another one, we will obtain your prior consent. This is however not possible when you are in theatre, but we will inform you of that afterwards. In theatre we will only substitute if necessary, such as when certain goods are not available, or are not working for your specific requirements. 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).

18. Pharmacy- and health legislation prevents us from taking back any equipment, devices, orthoses/insoles, or medicines we have provided to you. We can also not refund you in these circumstances.

19. 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.

20. Custom equipment, devices, orthoses/insoles ("goods") not collected within 3 months of notification thereof will be destroyed and will not be reimbursed for.

APPOINTMENT POLICY

21. If you are 15 minutes, or more, late for your appointment, the Practitioner may or may not see you. This is entirely at their discretion.

22. **Appointments not cancelled within 24 hours' notice will be charged for, as per the Billing Policy of this Practice.**

COMPLAINTS PROCEDURE

23. A complaints form may be requested for any complaints related to the practice, whether it be the Practitioner, reception staff or services you received at the practice. We request that you take your grievance up with the practice first, before embarking on other routes and we will ensure that all complaints and concerns are dealt with appropriately and expeditiously.

24. You must adhere to instructions given and the rules of the practice always. Questions are important and should be asked and answered. Failure to ask questions leads to the assumption that you agree with and understand everything,

25. Harassment towards Healthcare professionals and staff of the practice will not be tolerated and by law we can refuse to treat or continue to treat or refer you to an alternative practice.

TELEHEALTH SERVICES

26. Telehealth services incorporate all communication about your healthcare and include, but are not limited to voice calls, emails, text, WhatsApp calls and messages, and any other third-party app used by the Practice. Alternative electronic medium may include Zoom or Microsoft Teams.

27. There is no subscription required when using the electronic platforms mentioned above, such as costs for the apps used, but I understand that I will carry my own costs of any infrastructure and/or running costs associated with such service being rendered e.g. the data used, the phone and/or computer, etc.

28. It is specifically agreed that private medical data and your personal information will only be shared over and saved on a platform that is compliant with the provisions of the HIPAA/POPI Act.

29. The Podiatrist reserves the right to NOT consult over (or reply to) phone/voice call, e-mail, WhatsApp, text message, if it is not necessary or in your interest and may request a physical appointment or refer you to another practitioner.

30. E-mail, WhatsApp chat and text communication will also be used only for managing appointments and financial administration, (e.g. reminder, sending of statements etc).

31. That any media, photographs, videos, documents, etc, sent to me from the Podiatrist via the above-mentioned app may not be shared with anyone else. I understand that any content sent to me is for the purpose of my health care only.

THIRD-PARTY CONSENT

32. The Terms and Conditions and Billing Policy of this practice may be agreed to on behalf of the patient, by a third-party acting in the best interest of the patient:

- 32.1. Parent / adult child / adult sibling / grandparent / other family member of the Patient in terms of the National Health Act / Mental Healthcare Act, able to consent to treatment on behalf of the Patient.
- 32.2. Person mandated in writing by the Patient to consent on their behalf when they cannot consent.
- 32.3. Mandated by a Court of law or other legal process to consent to treatment on behalf of the Patient.