

GUARANTEE FOR PAYMENT AND INDEMNITY FORM

I, the undersigned, do hereby acknowledge in regard to the patient:

1. That I am responsible for payment in accordance with the tariff of the recommended scales of benefits of the association of medical schemes.
2. That all charges in disbursements reflected on my account are payable on presentation or in advance thereof.
3. That in the event of any subsequent repudiation of liability for payment of my account by my Medical Aid Scheme/Medical Benefit Scheme or Medical scheme/Workmen's Compensation Commissioner/Argent or Guarantor, that I am fully responsible for immediate payment thereof. I further acknowledge that the hospital reserves the right to convert the tariff of charge reflected on my account to private rates if applicable.
4. That neither the company nor its employees and/ or Agents shall be responsible for the loss of money, valuables or other property belonging to or in the possession of the patient
5. That I hereby authorize the staff and/or any doctor attending to the said patient to disclose the nature of illness, or any operation or procedure performed on such patient so the said Medical Aid Scheme/Medical Benefit Scheme/Guarantor only for the purpose of making claims for the cost of hospitalization.
6. That I further undertake not to make claim against the Hospital and hereby indemnify the said Hospital against and not to hold it responsible for any damage suffered by me or the said person, or the said person's doctor:
(I) In consequence of the use of any appliance, electrical or otherwise, by my doctor or by any member of the staff of the said Hospital acting under the supervision of or in accordance with the instruction of such doctor, and
(II) In consequence of any operation or of any treatment of the administering of any anaesthetic or medicine whether by such doctor or by member of the staff of the said hospital acting under the supervision of such doctor or by member of the staff of the said hospital acting under the supervision of such doctor or under his authority.
7. That the hospital reserve the right to request payment in advance upon presentation of its accounts in respect of the patient if admitted for treatment as a result of a Motor Vehicle accident in terms of the Compulsory Motor Vehicle Act (Act no 29 of 1924) as amended.
8. That the rate stated above or any subsequent amendment thereto is in respect of accommodation only and is exclusive of any additional charges such as theatre fees, drugs, dressing, etc.
9. The agreement constituted by the signature of this admission form as also any legal proceedings which may be taken by or against the patient's stay or treatment at the Hospital shall be subject to and governed by the laws of the Republic of South Africa.
10. The patient hereby consents and submits to the jurisdiction of the Gauteng Local Division of the Supreme Court of South Africa in respect of all actions or other proceedings arising out of this agreement and in respect of any matter or cause of action arising from the patient's stay or treatment at the hospital.
11. That should I default in payment of any amount due to the Hospital, the Hospital shall be entitled to recover in addition to such amount due, all costs disbursed by itself to its attorneys in securing my recovery in addition to such amount due, all costs distrusted by itself to its attorneys in securing my compliance, which costs may be taxed and recovered on the scale as between Attorney and own client and shall include costs of all necessary attendances, tracing fee and opinions given, whether action has been instituted or not. Midvaal Private Hospital (Pty) Ltd. shall be entitled to recover interest on all amounts after 60 days of discharge at 2% per month.
12. That I have read this document and am fully aware of the terms and conditions hereof.