

Practice Code Number Application Form: Device Supplier


The BHF's PCN unit ("PCNS") is the entity tasked with the administration of practice code numbers. It is the responsibility of the applicant to complete the particulars required hereunder and to supply all the necessary information, as per the PCN application. The PCN unit will allocate PCNs to suppliers of relevant health services who comply with the PCNS application verification criteria.


PLEASE NOTE


Please show by ticking the below that you have read and understood the information :

1	The completed application form and supporting documents can be sent to pcns_admin@bhfglobal.com	<input type="checkbox"/>
2	Failure to submit all required and correctly certified documentation with your application form will result in your application being cancelled and forfeiture of the PCNS Application fee as it is not refundable.	<input type="checkbox"/>
3	Should this application be for a change of ownership, a New Practice Code Number will be issued, and the previous Practice Code Number will be closed.	<input type="checkbox"/>
4	Please be advised that if there is an existing practice number and you are applying for a change of ownership both practice numbers are to be paid for. Failure to pay for the existing practice number and the correct application fee for your change of ownership may delay the issuing of your new practice number.	<input type="checkbox"/>
5	The PCNS practice number is not transferrable.	<input type="checkbox"/>
6	The Compliance and Risk Unit has been established to monitor adherence to the PCN System's Terms and Conditions.	<input type="checkbox"/>
7	Should you have any Queries regarding this Application, please contact Client Services at +27 87 210 0500 or e-mail clientservices@bhfglobal.com	<input type="checkbox"/>

KINDLY NOTE THIS APPLICATION FORM MUST BE FULLY COMPLETED IN ADDITION TO THE SUPPORTING DOCUMENTATION REQUIRED TO BE SUBMITTED. FAILURE TO DO SO WILL RESULT IN THE DELAY IN THE PROCESSING OF YOUR APPLICATION FOR A PCN.

 Lower Ground Floor, South Tower
1Sixty Jan Smuts, Rosebank, 2196

 P O Box 2863, Saxonwold, 2132
clientservices@bhfglobal.com

 T 087 210 0500

DIRECTORS NJ Khauoe (Chairperson) • G Goolab (Deputy Chairperson) • JK Mothudi (Managing Director) • GA Bartlett • BC Kamanga (Malawi) • NPB Khumalo • JH Joubert • SM Mkhonta (eSwatini) • TM Mloyi-Ncube (Zimbabwe) • CM Mokgosana (Botswana) • BOS Moloabi • FM Mosoeu • MS Mphomela • RR Nandkoomar • FV Nompumza • HC Schäfer (Namibia) • MC Wilson

PLEASE TICK THE APPROPRIATE APPLICATION TYPE

New Application	<input type="checkbox"/>	Change of Ownership	<input type="checkbox"/>	Existing practice number if Change of Ownership
				Please supply the effective date for the Change of Ownership

PLEASE TICK THE APPROPRIATE DISCIPLINE

- | | |
|------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Breast Prostheses Supplier | <input type="checkbox"/> Medical General Supplier |
| <input type="checkbox"/> Cardiac Prostheses Supplier | <input type="checkbox"/> Oxygen Supplier |
| <input type="checkbox"/> Ear and Voice Supplier | <input type="checkbox"/> Stomal/ Appliances Supplier |
| <input type="checkbox"/> Eye Prostheses Supplier | <input type="checkbox"/> Wheelchairs Supplier |

Please show by ticking the below that you have read and understood the information: ☐

SUPPORTING DOCUMENT CERTIFICATION

Applications **WILL NOT BE PROCESSED WITHOUT CERTIFIED COPIES OF ORIGINAL DOCUMENTATION** by a South African registered Commissioner of Oaths authority. The commissioner of oaths should be impartial, unbiased, not related to the Healthcare Service Provider (HSP), and who has no interest in the HSP (such as any immediate family members of the HSP, any employee or employer of the HSP, or any colleague of the HSP). The stamp on the certified document must be dated, including the name of the Commissioner of Oaths and the words COMMISSIONER OF OATHS, and valid for 6 months from the date of certification. Please note that the BHF policy requires that to obtain a practice number, an applicant health care professional must be registered by a regulatory body or a licensing authority in terms of South African Law, as this is a requirement of the Medical Schemes Act (Act. No 131 of 1998).

In accordance with Legislation and BHF Policies, a Practice Number may not be issued without the following supporting documents (tick what is relevant to you and has been submitted)

Board resolution for nominated and appointed proxy/signatory for the registration of the PCNS practice number (mandatory for facilities with more than 1 Director listed on the Company Registration documents)	<input type="checkbox"/>
Certified copy of the owner/appointed proxy's identifying document (mandatory):	<input type="checkbox"/>
<ul style="list-style-type: none"> Identity Document or Passport and proof of permanent residence, where the applicant is not a South African citizen. 	
Certified copy of a document issued by the Department of Home Affairs where the owner/appointed proxy's surname or name(s) differ on 2 or more supporting documents	<input type="checkbox"/>
<ul style="list-style-type: none"> Marriage Certificate or Divorce Decree or A confirmation letter 	
Declaration form signed by the owner or appointed proxy (mandatory)	<input type="checkbox"/>
A stamped bank account confirmation letter not older than 3 months accompanied by the bank verification form on page 4 of this application form signed by the practice owner(s) or appointed proxy and the authorised bank account holder/signatory (mandatory for banking details that belong to a 3 rd party)	<input type="checkbox"/>
Copy of the Company Registration documents from the Registrar of Companies (where applicable).	<input type="checkbox"/>
Motivational letter containing the use of the product description, and Nappi Codes of the product to be supplied (mandatory)	<input type="checkbox"/>
Brochure or pictures of the product to be supplied (mandatory)	<input type="checkbox"/>
Signed and dated letters not older than 3 months, from 2 or more Medical Schemes on the Medical Schemes letterhead confirming that they will pay for the products being supplied (mandatory)	<input type="checkbox"/>
SAHPRA License	<input type="checkbox"/>
Copy of the application submitted to SAHPRA (mandatory if SAHPRA license has not been obtained)	<input type="checkbox"/>
Copy of acknowledgment letter from SAHPRA (mandatory if SAHPRA license has not been obtained)	<input type="checkbox"/>
If Change of Ownership: Sale agreement	<input type="checkbox"/>
Proof of payment of PCNS Application Fee (Non-Refundable) (mandatory)	<input type="checkbox"/>
For Locally manufactured devices please include:	
A copy of the SABS approval license	<input type="checkbox"/>
For Imported devices please include:	
A copy of the Letter of Approval from the manufacturing company to distribute the product in South Africa.	<input type="checkbox"/>
Proof that the manufacturing company is registered with international accreditation bodies such as the FDA (America), EU, Australian, and Canadian Accreditation bodies.	<input type="checkbox"/>



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We recommend that you complete the form in BLOCK letters only OR/ type to complete. Unclear handwriting may delay the processing of your application for a PCN and lead to errors in the information captured

OWNER/APPOINTED PROXY DETAILS

Title _____ Initials _____ First Names _____ Surname _____
ID Number _____

DEVICE SUPPLIER DETAILS

Please note that requests to backdate or alter the original starting date cannot be accommodated

Supplier Name _____

Tax Number (if applicable) _____

Vat Number (if applicable) _____

Registered Company ☐ Yes ☐ No Company Registration Number _____

Practice Postal Address _____

Practice Physical Address _____

Suburb _____

Suburb _____

Town _____

Town _____

Code _____ Province _____

Code _____ Province _____

Applicant's Telephone Number (_____) _____
(If no telephone number is provided your cell phone number will be captured as the main telephone number on the system as this is a mandatory field)

Applicant's Cell Number (_____) _____

Applicant's E-mail Address _____

Please ensure that you provide the full contact information for both the applicant as well as information for your nominated EDI and/or Bureau (mandatory if an EDI or Bureau company has been selected).

EDI User	EDI Company: _____	EDI website address: _____
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Bureau	Telephone Number: _____	Bureau Name: _____
	Email Address: _____	Bureau website address: _____

Banking Details Verification Form

To: BHF Client Services

I/ We declare that the details on this Banking Verification Form and attached bank letter are correct and used by the medical schemes and their administrators for reimbursement of claims.

Please ensure that the form is completed with the correct information. Please indicate whether the banking details are registered under an ID Number or a Company Registration number. Where the banking details are registered under the ID/Company Registration number of a 3rd party please submit a certified copy of the account owner's ID or a Copy of the Company Registration documents. The document needs to be signed by both the account holder and the practice owner where the banking details are registered under a 3rd party.

We recommend that you complete the form in BLOCK letters only OR/ type to complete. Unclear handwriting may delay the processing of your application for a PCN and lead to errors in the information captured

Practice Name			
Bank Name			
Branch Name			
Account Holder Name (not account type)			
Account Number			
Account Type	Current	Savings	Transmission
Account Registration Type	ID Number(s)	Company Registration	Enter ID/Company Registration Number(s)

Authorised Bank Account Holder initials and Surname/s

Authorised Bank Account Holders Signature/s

NB: Digital signatures are not acceptable and may delay the processing of your application.

SIGNATURE OF PRACTICE OWNER/APPOINTED PROXY

DATE

FULL NAME AND SURNAME OF PRACTICE OWNER/APPOINTED PROXY

Bank Debit Order Instruction

We recommend that you complete the form in BLOCK letters only OR/ type to complete. Unclear handwriting may delay the processing of your application for a PCN and lead to errors in the information captured

Please be advised that there is an annual practice code number renewal fee payable before the 31st of March each year. Should you wish to activate a debit order instruction for the practice number renewal fee, please complete and authorise the below section. **Incomplete debit order information will not be accepted.**

Bank details for debit order transaction purposes only

The details of my/our account are as follows:

Practice Name:	
Bank Name:	
Account Holder Name:	
Account Number:	
Account Type:	

I/We hereby request and authorise BHF to debit my/our account with the annual PCNS renewal fee on either of the following dates (please select the applicable date):

☐ **February 28th**

☐ **March 31st**

This instruction may be cancelled by means of giving BHF 30 days' notice in writing. I/We understand that I/we shall not be entitled to refunds of amounts legally owing to BHF, which BHF has withdrawn whilst this instruction was in force.

I/We acknowledge that BHF hereby authorised to effect the drawing against my/our account may not cede or assign its rights and that I/we may not delegate any of my/our obligations in terms of this instruction to any third party before the written consent of the authorised party.

Signed at: _____ on this _____ day of _____ 20____.

NB: Digital signatures are not acceptable and may delay the processing of your application.

_____ Authorised Bank Account Holder initials and Surname/s	_____ Authorised Bank Account Holders Signature/s
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SIGNATURE OF PRACTICE OWNER/APPOINTED PROXY



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PCNS Registration Fees

NB. The PCNS Application fee is non-refundable.

The PCNS application fees for the current year are available on the PCNS website (www.pcns.co.za). Failure to comply with the application requirements will result in the application being unsuccessful and forfeiture of the application fee.

Please be advised that if there is an existing practice number and you are applying for a change of ownership both practice numbers are to be paid for. Failure to pay for the existing practice number and the correct application fee for your change of ownership may delay the issuing of your new practice number.

Applications will not be processed without proof of payment of PCNS application fees except Nedbank account holders who can only submit the proof of payment once a reference number has been issued by PCNS. Please refer to the Fee Schedule for the correct fee: <https://www.pcns.co.za/Home/Fees>

Amount payable

- Application fee for a new account (no existing practice)
- Change of ownership where a change in ownership has taken place (existing practice)

For security reasons, we only accept card payments on the premises. Alternatively, you may make use of one of the payment methods below.

NEDBANK account holder: PCNS is a registered bank-approved beneficiary. To make a payment you will be required to add us to your beneficiary list by selecting PCNS New Applications and entering a valid 5-digit reference number that you will obtain once your application has been received and drafted on our system.

Other Bank EFTs

Bank:	Nedbank
Branch:	The Mall of Rosebank
Branch code:	197705
Account Name:	PCNS
Account No:	1958 518 530
Account Type:	Cheque account
Reference:	It is recommended that a Council number or the PCNS-issued reference number be used as a reference



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TERMS AND CONDITIONS FOR THE USE OF A PRACTICE NUMBER

1. PARTIES
- 1.1 This Agreement is entered into by and between the Board of Healthcare Funders NPC (Registration Number 2001/003387/08), a non-profit company duly incorporated in accordance with the laws of the Republic of South Africa (BHF); and
- 1.2 The User as defined below.
2. each sometimes referred to as a Party and collectively as the Parties.
3. INTERPRETATION
- 2.1 The headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof.
- 2.2 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:
- 2.2.1 Agreement shall mean these terms and conditions, as amended from time to time.
- 2.2.2 Business Day shall mean any day other than a Saturday, Sunday, or public holiday in South Africa.
- 2.2.3 Commencement Date shall mean 1 April 2016.
- 2.2.4 Confidential information shall mean information or material proprietary to or deemed to be proprietary to the BHF, information designated as confidential by the BHF, information acquired by the User by way of the User's interactions with the BHF, the contents of and all information relating to any negotiations, discussions or transactions between the Parties, any information about or relating to the PCNS, including but not limited to the PCNS' designs, algorithms, formulae, content and/or decision making rules, all Intellectual Property of the BHF and associated material and documentation including information contained therein, the know-how relating to the fields of activity within which the BHF operates or intends to operate, the research and development in which the BHF is involved and the philosophy and general approach to business of the BHF, techniques and contractual arrangements of the BHF, the details of the BHF's relationship with third parties, the names of the BHF's current or prospective business associates and members and their requirements, the membership and business contracts of the BHF, details of the BHF's financial structure and business activities, the marketing, pricing in other policies of the BHF as well as all other matters or information which relates to the business or intended business of the BHF, irrespective of whether the format thereof which was disclosed in writing, verbally or otherwise by the BHF to the User and/or the User's representatives, and any other information which is disclosed by the BHF to the User and/or the User's representatives, irrespective of whether any information so disclosed pursuant to this Agreement is in fact novel, unique, patentable, copyrightable or constitutes a trade secret;
- 2.2.5 Intellectual Property shall include trade names, trademarks, designs, know-how, copyright, goodwill, trade dress, trade secrets, and proprietary information whether or not capable of registration and whether registered or not.
- 2.2.6 Fee shall mean the annual fee payable by the User for use of the Practice Number.
- 2.2.7 Members shall mean medical aid scheme, as defined in the Medical Aid Schemes Act, 1998, that is a member of the BHF.
- 2.2.8 PCNS shall mean the Practice Code Numbering System owned by the BHF, which includes a list of unique practice billing codes for providers of healthcare services in South Africa, Namibia, and Lesotho, including any updates, upgrades, and or amendments thereto from time to time;
- 2.2.9 Practice Number shall mean the number allocated by the BHF to a User for purposes of inter alia identifying such User on the PCNS.
- 2.2.10 Signature Date shall mean the date of the Party last signing this Agreement; and
- 2.2.11 User shall mean any general practitioner, medical specialist, dentist, hospital, pharmacy, and/or any other supplier of medical and related services, who complies with the BHF's requirements to be issued with a Practice Number, and in respect of whom the BHF has allocated a Practice Number.
- 2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 2.4 Unless inconsistent with the context, an expression that denotes:
- 2.4.1 any one gender includes the other gender.
- 2.4.2 a natural person includes an artificial person and vice versa; and
- 2.4.3 the singular includes the plural and vice versa.
- 2.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately following Business Day.
- 2.6 In the event that the day of payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
- 2.7 Where figures are referred to in numerals and in words if there is any conflict between the two, the words shall prevail.
- 2.8 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that term has not been defined in this interpretation clause.
- 2.9 The use of the word followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 2.10 Any reference to an enactment in this Agreement is to that enactment as at the commencement of this Agreement and as amended or re-enacted from time to time.
- 2.11 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 2.12 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns, or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 2.13 The expiration or termination of this Agreement shall not affect the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
3. INTRODUCTION
- 3.1 The BHF has developed the PCNS in order to facilitate the procedure in terms of which the Members make payments to Users.
- 3.2 In order for the Members to make payment to a User, the User must be registered with the BHF and the BHF must have allocated a Practice Number to the User.
- 3.3 The Parties accordingly enter into this Agreement to record the terms and conditions on which the BHF will issue the User with a Practice Number, and that will apply to the use of the Practice Number.
4. COMMENCEMENT AND DURATION
- 4.1 In respect of a User to whom the BHF has already allocated a Practice Number prior to the Commencement Date, this Agreement shall commence on the Commencement Date. In respect of a User to whom the BHF issues a Practice Number after the Commencement Date, this Agreement shall commence on the Signature Date.
- 4.2 This Agreement shall endure for as long as the User has a Practice Number and makes use of the PCNS unless otherwise terminated in accordance with the provisions of this Agreement.
- 4.3 The User may at any time terminate this Agreement by giving the other Party written notice of termination of this Agreement.
- 4.4 In the event that a User terminates this Agreement in accordance with clause 4.3, such User shall not have any claim against the BHF in respect of the Fee, which the User may have paid over to the BHF prior to termination of this Agreement.
5. USE OF THE PRACTICE NUMBER
- 5.1 The User shall use the Practice Number exclusively for purposes related to the provision of medical services, including but not limited to the submission of reimbursement claims to Members and the processing thereof in respect of services rendered by the User to members of the Members, and such other purposes as may be agreed to by the BHF in writing from time to time.
6. FEE
- 6.1 The User shall pay to the BHF the Fee that can be found on the PCNS website www.pcns.co.za on or before 31 March in every calendar year. The Fee shall be subject to an annual escalation as determined by the BHF Board of Directors.
- 6.2 All payments by the User in terms of the provisions of this Agreement shall be made by means of an electronic fund transfer to the bank account nominated by the BHF, free of costs, deductions, set off, and exchange, and is non-refundable.
- 6.3 The User shall pay all payments due in terms of this Agreement into the BHF's bank account, the details of which shall be made known to the User from time to time.
- 6.4 Interest shall accrue on the outstanding balance of all amounts due and payable but unpaid by the User from time to time in terms of this Agreement. Such interest shall be charged at the rate of interest published as being charged from time to time by the BHF's bankers, as certified by any manager of that bank, whose appointment need not be proved and whose certification shall, in the absence of manifest error, be final and binding on the Parties, plus a margin of 2% (two percent) (or at the maximum rate allowed by law, whichever is the greater), calculated from the date falling immediately after the date on which payment becomes due in terms of the provisions of this Agreement until the date of payment.
7. SUPPORT
- 7.1 The BHF shall provide reasonable support in respect of the use of the Practice Number on an ad hoc basis and as when reasonably requested by the User. Support shall include telephonic support and electronic support.
- 7.2 Support shall be given during the hours of 08h00 to 16h30 on Business Days.
8. OBLIGATION OF THE USER
- 8.1 The User undertakes:
- 8.2 to use the Practice Number in accordance with the provisions of this Agreement, the BHF's codes of conduct, and policies relating to the use of the PCNS and/or Practice Number.
- 8.3 to use the Practice Number exclusively for such purposes as set out in clause 5.
- 8.4 not to reproduce, copy and/or disclose any part of the PCNS for purposes other than those set out in clause 5 without the BHF's prior written consent.
- 8.5 not to allow any third party who does not have a Practice Number to log onto the PCNS with the User's login details, and/or to use the PCNS on behalf of the User, unless such third party is duly authorised by User to use the User's Practice Number for the purposes as set out in clause 5;
- 8.6 not to allow any fraudulent use of the User's Practice Number.
- 8.7 to immediately notify the BHF of any unauthorized use of the User's Practice Number.
- 8.8 to immediately notify the BHF of any security breach of the User's profile on the PCNS.
- 8.9 to supervise and control the use of the Practice Number in accordance with the terms of this Agreement.
- 8.10 to make use of the necessary communications equipment required for accessing the PCNS.
- 8.11 to immediately notify the BHF in writing of any problems that the User may experience while using the PCNS; and
- 8.12 to ensure that the User's information on the PCNS is always current and updated.
9. LIMITATION OF LIABILITY
- 9.1 To the extent permitted by law, and except to the extent set out elsewhere in this Agreement, the BHF shall not be liable to the User for any loss, damage, cost, expense, or penalty (including consequential loss or special damages) (Losses) whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the use of the Practice Number and/or PCNS or otherwise. The User hereby indemnifies and holds the BHF and its employees and contractors harmless against all such Losses.
10. PERSONAL INFORMATION
- 10.1 The User consents to the BHF processing all such personal information relating to the User that is necessary for the proper running and functioning of the PCNS and authorizes the BHF to share such personal information with the Members and/or other third parties, in accordance with and for such purposes allowed for by the Protection of Personal Information Act, 2013.
11. WARRANTIES
- 11.1 The User acknowledges that PCNS, in general, is not error-free and agrees that the existence of such errors in the PCNS does not constitute a breach of this Agreement by the BHF.
- 11.2 Except to the extent set out elsewhere in this Agreement, the BHF gives no warranties, whether express or implied, in respect of the PCNS. Without limiting the generality of the aforesaid, it is recorded that no warranties regarding the operations, suitability for the User's environment, or fitness for any particular purpose are given by the BHF.
12. INTELLECTUAL PROPERTY
- 12.1 The User hereby undertakes not to challenge the proprietorship of the BHF's Intellectual Property subsisting in the PCNS, and/or any other right, title, or interest related thereto.

Initials _____



BOARD OF HEALTHCARE FUNDERS NPC
Company Registration No. 2001/003387/08

- 12.2 The User:
12.2.1 acknowledges that the Intellectual Property subsisting in the PCNS is the exclusive property of the BHF. The User further acknowledges that the Intellectual Property subsisting in the PCNS is a commercial asset of considerable value to the BHF;
12.2.2 shall not in any manner or respect create the representation that it has any rights or title to the Intellectual Property subsisting in the PCNS, except as provided for in this Agreement;
12.2.3 shall, under no circumstances, use or apply for registration of any intellectual property which could conflict with the BHF's Intellectual Property subsisting in the PCNS.
12.3 To the extent that the User makes and/or suggests any improvements and/or developments to the PCNS, the rights in and to such improvements and/or developments shall exclusively vest in the BHF. In this respect, the User hereby cedes and assigns all such rights it may have in any such improvements and/or development to the BHF.
13. CONFIDENTIAL INFORMATION
13.1 The User acknowledges that the Confidential Information constitutes a valuable, special, and unique asset proprietary to the BHF.
13.2 The User will treat and keep all Confidential Information in confidence and as secret and the User will not, without the prior written consent of the BHF or as may be permitted in terms of any other written agreement between the Parties, directly or indirectly communicate, disclose, grant access to, sell or trade (whether in writing or orally or in any other manner) any of the Confidential Information to any third party who is not a party to this Agreement.
13.3 The User undertakes that it will not use the Confidential Information in any manner whatsoever including, without limitation, any use with the intention or effect of depriving the BHF of any fees, consideration, profit, or other remuneration that would reasonably be expected to be derived from the use of the Confidential Information, except as allowed for in this Agreement and/or with prior specific agreement and consent being obtained from the BHF in writing, and will take all steps necessary to procure that its employees, professional advisors, agents and consultants comply with this provision.
13.4 The User agrees that it shall protect the Confidential Information disclosed by the BHF pursuant to the provisions of this Agreement, using the same standard of care that the User applies to safeguard its own proprietary, secret, or confidential information, which shall at least be a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof. The User shall immediately inform the BHF if the User becomes aware of any unauthorised disclosure of the Confidential Information and shall take all reasonable steps to minimize the damage caused by such unauthorised disclosure and/or further disclosure of the Confidential Information.
- 13.5 The User undertakes not to:
13.5.1 copy, reproduce or adapt the Confidential Information in any manner or form;
13.5.2 develop anything similar to the Confidential Information; and/or
13.5.3 register any intellectual property that pertains to or is based on the Confidential Information or anything similar thereto.
13.6 The obligations of the User pursuant to the provisions of this Agreement shall not apply to any information that:
13.6.1 is disclosed by the User to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the User shall advise the BHF to take whatever steps it deems necessary to protect its interests in this regard provided further that the User will disclose only that portion of the information which it is legally required to disclose and the User will endeavour to protect the confidentiality of such information to the widest extent possible in the circumstances; and
13.6.2 is disclosed to a third party pursuant to the prior written consent of the BHF;
14. BREACH AND TERMINATION
14.1 Should any Party (the Defaulting Party) commit a breach, other than a material breach, of any of the provisions of this Agreement, then any other Party (the Aggrieved Party) shall be entitled to require the Defaulting Party to remedy the breach within 5 (five) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law.
14.2 The BHF may immediately terminate this Agreement at any time by giving written notice of such termination to the User if:
14.2.1 the User is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation/sequestration (whether provisional or final) or under business rescue or under receivership or under the equivalent of any of the foregoing;
14.2.2 a final and unappealable judgment against the User remains unsatisfied for a period of 10 (ten) Business Days or more after it comes to the notice of the User;
14.2.3 the User makes any arrangement or composition with its creditors generally or ceases to carry on business;
14.2.4 ceases to render medical services and/or becomes unauthorized to or disqualified from providing medical services.
Any termination of this Agreement pursuant to the provisions of clause 14.2 shall be without prejudice to any claim which a Party may have in respect of any prior breach of the terms and conditions of this Agreement by the other Party.
15. FORCE MAJEURE
In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, unavailability, failure or suspension of services provided by third parties, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called Force Majeure) then the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues (excluding payment obligations for materials purchased) but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking Force Majeure shall upon the termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.
16. CESSATION AND DELEGATION
16.1 The User shall not without the prior written consent of the BHF, which may not be unreasonably withheld, cede, delegate, transfer, alienate, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement.
16.2 The BHF shall at all times be entitled to sell, cede, assign, make over unto or in favour of any person all its rights, title, and interest in and to this Agreement but not its obligations hereunder.
17. ADDRESSES
17.1 Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its Domicilium citandi et executandi (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.
The BHF Domicilium
Lower Ground Floor South Tower, 160 Jan Smuts -Cnr. Tyrwhitt Ave, Rosebank, 2196
Postal address: PO Box 2863, Saxonwold, 2132
Contact No: 011 537 0200
Email: Clientservices@bhfglobal.com
and
The User
As recorded in the PCNS.
- 17.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number, or e-mail address in accordance with the provisions of clause 17.6, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.
17.3 Any Party may by written notice to the other Party, change its chosen address, telefax number, or e-mail address to another address, telefax number, or e-mail address, provided that:
17.3.1 the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 17.4, and
17.3.2 any change in a Party's Domicilium shall only be to an address in South Africa, which is not a post office box or a poste restante.
17.4 Any notice to a Party contained in a correctly addressed envelope; and
17.4.1 sent by prepaid registered post to it at its chosen address in clause 17.1; or
17.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address in clause 17.1;
17.5 shall be deemed to have been received in the case of clause 17.4.1 on the fifth Business Day after posting (unless the contrary is proved) and, in the case of clause 17.4.2 on the day of delivery.
17.6 Any notice by telefax or e-mail to a Party at its telefax number or e-mail address shall be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.
17.7 Notwithstanding anything to the contrary contained in this clause 5, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address, telefax number, or e-mail address as set out in clause 17.1.
18. DISPUTE RESOLUTION
If a dispute between the Parties arises out of or is related to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute, failing which either Party shall be entitled to institute any proceedings against the other Party in any court of competent jurisdiction.
19. MUTUAL SUPPORT
The Parties undertake at all times to do all such things as may be in their power to do so, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions, and import of this Agreement.
20. AUTHORITY
The Parties to this Agreement hereby warrant to each other Party that it is duly authorised and has taken all required corporate and other action to ensure that this Agreement is valid, binding, and enforceable against it.
21. GOVERNING LAW
The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in regard to all matters arising from this Agreement.
22. COSTS
Each Party shall bear its own costs of and incidental to the negotiation, preparation, and execution of this Agreement.
23. GENERAL
23.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.
23.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise, or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
23.3 No variation, amendment, or consensual cancellation of this Agreement or any provision or term hereof and no settlement of any disputes arising under this Agreement, and no extension of time, waiver or relaxation, or suspension of any of the provisions or terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation, or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
23.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any Party in respect of its rights under this Agreement.
23.5 No failure by any Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
23.6 Except as provided for under this Agreement, no Party shall cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties.
23.7 If any clause or term of this Agreement should be invalid, unenforceable, defective, or illegal for any reason whatsoever, then the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of that clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

Initials _____



Lower Ground Floor, South Tower
1Sixty Jan Smuts, Rosebank, 2196



P O Box 2863, Saxonwold, 2132
clientservices@bhfglobal.com



T 087 210 0500

DIRECTORS NJ Khauoe (Chairperson) • G Goolab (Deputy Chairperson) • JK Mothudi (Managing Director) • GA Bartlett • BC Kamanga (Malawi) • NPB Khumalo • JH Joubert • SM Mkhonta (eSwatini) • TM Mloyi-Ncube (Zimbabwe) • CM Mokgosana (Botswana) • BOS Moloabi • FM Mosoeu • MS Mphomela • RR Nandkoomar • FV Nompumza • HC Schäfer (Namibia) • MC Wilson

Declaration

I, the undersigned, hereby declare that the information contained on the annexed application form is valid, and correct and reflects my personal information as of the date of signature hereof.

I duly authorise the Board of Healthcare Funders (BHF) to disseminate the information set out in the annexed application form with the BHF's member schemes/Administration Houses and/or PCNS Users for reimbursement purposes. To the extent that the information provided is not true and correct, I hereby indemnify the BHF against any claims which may be instituted against the BHF as a result of the incorrect information which I have provided to the BHF.

I undertake to promptly advise the BHF of any changes to my practice profile as and when such changes may occur.

I further declare that I will abide by the following:

I agree to annually renew my practice number and to pay the annual fee, as determined by BHF, towards the maintenance and running of the PCNS for the period that my practice number remains active.

I acknowledge that failure to renew the registration on an annual basis and to pay the annual fee in respect of the maintenance and running of the PCNS will result in my practice number being rendered inactive.

I agree to comply with all relevant legislation, in particular the provisions of the Medical Schemes Act, 1998. In this regard, I agree to comply with the requirement to include diagnostic codes, and the full cost on my accounts or statements used to claim benefits from medical schemes and administrators.

I declare that I will comply with the requirement of regulation 5(f) of the General Regulations of the Medical Schemes Act and will use the ICD 10 Code for this purpose.

I declare that I will comply with the requirement of regulation 5(h) of the General Regulations to the Medical Schemes Act requiring the full cost of rendering service to be included on all accounts or statements.

I declare that I am registered with the relevant South African statutory body.

I agree to comply with all obligations in terms of the Income Tax Act.

I acknowledge that a practice number does not guarantee payment by a medical scheme or medical scheme administrator and shall under no circumstances attempt to recover any payment costs from the BHF, or unnecessarily involve the BHF in any disputes that I may have with a medical scheme administrator.

I agree that, in the event that I become aware of any fraudulent activities associated with my practice number, I will immediately notify the BHF thereof, and shall assist the BHF with any investigation action which may be taken by the BHF's Forensic Management Unit.

I agree to be bound by the BHF's policies and terms and conditions relating to the use of practice numbers as amended from time to time and shall familiarise myself with the content of any updates to such policies and terms and conditions which the BHF may make from time to time and shall use the practice number only in accordance with the BHF's latest amendments and requirements pertaining to the use of the practice number.

Please show by ticking the below that you have read and completed the following sections of the form, which are attached hereto:

1. Submitted all required documents certified by an impartial Commissioners of Oaths with a certification date that is not older than 6 months	<input type="checkbox"/>
2. Form providing details of the practice completed in block letters	<input type="checkbox"/>
3. Completed and signed bank verification form accompanied by a stamped bank letter not older than 3 months (where applicable)	<input type="checkbox"/>
4. Section requesting authorisation for the bank debit order instruction for PCNS annual renewal fees completed in block letters (optional)	<input type="checkbox"/>
5. Signed declaration that you have read the Terms and Conditions for use of a Practice Number	<input type="checkbox"/>
6. By submitting this application form you understand that the PCNS Application fee is non-refundable	<input type="checkbox"/>

NB: Digital signatures are not acceptable and may delay the processing of your application.

SIGNATURE OF OWNER/APPOINTED PROXY

DATE

FULL NAME AND SURNAME OF OWNER/APPOINTED PROXY



Lower Ground Floor, South Tower
1Sixty Jan Smuts, Rosebank, 2196



P O Box 2863, Saxonwold, 2132
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