



Practice Code Number Application Form: Allied Health Professions Council of S.A Disciplines

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 :

The completed application form and supporting documents can be sent to pcns_admin@bhfglobal.com	
As part of the application process, PCNS is required to verify the state employment of each applicant through the DPSA search: https://www.dpsa.gov.za/resource centre/psverification/. To ensure that your application form is processed timeously please ensure that the necessary approvals in the form of the below-listed documents have been submitted together with your application form:	
 Confirmation of Community of Service Completion Resignation letter RWOPS Approval Certificate 	
 RWOPS Application form. NB: The RWOPS Application form should be stamped, dated, and signed by both the employer and designated authority, and should have exceeded the 30-day submission period with your state employer Sessional work Contract. 	
Please also supply the contact details of the person responsible for confirming the approval/resignation.	
Once your approval (Confirmation of the end of Community Service/Resignation letter/RWOPS Approval Certificate/RWOPS Application Form/Sessional work Contract) has been received, we are going to perform validation with your employer. We will contact the employer at the state facility via email and telephone to verify that approval has been granted for remunerative work outside the public service, or if the nature of your employment allows for private practice. Thus, we urge you to provide the correct contact information for the employer on the application form to ensure the process is not delayed. We also encourage you to advise your employer that the validation will take place, so they are aware.	
All Healthcare Service Providers in Public Service are required to submit the necessary renewals of approvals stipulated above annually to avoid suspension of their practice numbers.	
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.	
Applications that fail PCNS verifications will not be processed. This is to ensure secure and accurate handling of your application.	
The PCNS practice number is not transferable.	
PCNS does not issue practice numbers to Healthcare Practitioners who are registered under supervised practice.	
The practice number is renewable by the 31st of March each year through the PCNS debit order payment facility. Please ensure that you complete the debit order instruction provided on page 5 of this application form.	
The Compliance and Risk Unit has been established to monitor adherence to the PCN System's Terms and Conditions.	
Should you have any Queries regarding this Application, please contact Client Services at +27 87 210 0500 or e-mail clientservices@bhfglobal.com	

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 A DELAY IN THE PROCESSING OF YOUR APPLICATION FOR A PCN.





PLEASE TICK THE APPROPRIATE DISCIPLINE

Acupuncturist (Chinese Medicine) Ayurveda Practitioner Ayurveda (Primary Care Advisor) Ayurveda (Yoga Therapist) Chiropractors Homeopathy Naturopathy	Osteopathy Phytotherapist Therapeutic Aromatherapist Therapeutic Massage Therapist Therapeutic Reflexologist Unani – Tibb	
APPLICATION	SUPPORTING DOCUMENTS	

SUPPORTING DOCUMENT CERTIFICATION

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

Applications <u>WILL NOT BE PROCESSED WITHOUT CERTIFIED COPIES OF ORIGINAL DOCUMENTATION</u> 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 have 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, <u>and valid for 6 months from the date of certification</u>. 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)

Certified copy of the applicant's identifying document (mandatory): 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 applicant's surname or name(s) differ on 1 or more supporting documents) Marriage Certificate or Divorce Decree or A confirmation letter	
Certified copy of Registration Certificate from the Allied Health Professions Council of South Africa (mandatory)	
Certified copy of approval letter for full registration from the Allied Health Professions Council (mandatory)	
A stamped bank account confirmation letter not older than 3 months, that includes the Company Registration/ID/Passport number(s) used to register the banking details. Accompanied by the bank verification form on page 4 of this application form, signed by the practice owner and the authorised bank account holder/signatory (mandatory)	
Additional document(s) required for banking details A certified Identity Document copy for the Owner of the Bank account (where the account holder is an individual) or Company registration documents and a certified copy of one director's Identity Document (where the account holder is a registered company)	
Proof from the Allied Health Professions Council of S.A. that the subscription fee has been paid for the current year (<i>mandatory</i>)	
Document confirming that you have the necessary permission to practice outside of the conditions of your employment with the state (Confirmation of Community of Service Completion/ Resignation letter/ RWOPS Application form/RWOPS Approval Certificate/Sessional work contract) (where applicable)	
Copy of Dispensing license (where applicable)	
Proof of payment of PCNS Application Fee (Non-Refundable) (mandatory)	P





We recommend that y	iou complete the form in BLOCY letters only OR/ type to complete. He leave handwriting may delay the new	processing of your application for a DCN, and lead to arrow in the information continued					
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 PERSONAL DETAILS							
	PERSON	IAL DETAILS					
Title	Initials First Names	Surname					
ID Number		Council Number					
		E DETAILS: the original starting date cannot be accommodated					
	Trease into that requests to survival and the	W A Commission of the Commissi					
VAT Number (if applica	bble)	Tax Number (If applicable)					
Government Employee	Yes No If yes, please provide Certificate: Approval of other R	temunerative Work					
	CONTACT DETAILS FOR THE PERSON RESPONSIBLE FOR CO	ONFIRMING YOUR RWOPS/ NATURE OF STATE EMPLOYMENT					
Name and Surname	Designation						
Telephone Number	E-mail address						
NB: Please be advised	that due to the external validation process with your employer, the issuing of your practice number will b	e delayed.					
Practice Postal Add	lress	Practice Physical Address					
		7 N T 7 7 7 N N					
							
Suburb		Suburb					
300010		3000D					
_		Town					
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E-mail address							
Please ensure that	you provide the full contact information for both the applicant as well as information for y	our nominated EDI and/or Bureau (mandatory if an EDI or Bureau company has been selected).					
EDI User	EDI Company:	EDI website address:					
Bureau							
	Telephone	Bureau Name:					
	Number:						
	Email Address:						
	· · · · · · · · · · · · · · · · · · ·	Bureau website address:					





BANKING DETAILS VERIFICATION FORM

To: BHF Client Services

I declare that the details on this Banking Verification Form and the attached bank letter are correct and may be 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 or a Company Registration number.

A certified copy of the Identity Document for the owner of the bank account (where the account holder is an individual) or company registration documents and a certified copy of one director's Identity Document (where the account holder is a registered company) is required.

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We recommend that you of in the information capture		orm in BLOCK	letters only, OR/ t	ype to complete.	Unclear handwriting	may delay the processing of your application for a PCN and lead to errors
						THE CONTRACTOR OF THE CONTRACT
Practice Name						1/+/
Bank Name						
Branch Name						
Account Holder Name (not account type)	Θ					
Account Number						1 / / / X X X X
Account Type	Current	Savings	Transmission			1//////NN
Account Registration Type						(s)
				IX.		
Authorise	Authorised Bank Account Holder initials and Surname/s					Authorised Bank Account Holders' Signature/s
		NB: Dig	ital signatures are	not acceptable a	nd may delay the proc	cessing of your application.
SIGNATURE OF APPLICAN	т				DATE	
FULL NAME AND SURNAN	IE OF APPLICA	NT				





BANK DEBIT ORDER INSTRUCTION

THE COMPLETION AND SUBMISSION OF THE DEBIT ORDER INSTRUCTION FORM IS MANDATORY

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. It is mandatory to activate a debit order instruction for the practice number renewal fee. Please complete and authorise the section below. 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:

100				
Bank Name:			71	
Account Holder Name:		·		
Account Number:		<u> </u>	\	
Account Type:			<u> </u>	
			/ \	
hereby request and authorise BHF to deb	it my account with the annual PCNS rea	newal fee on either of the fo	llowing dates (please	select the
.ppcab.e aate/.				
February 28 th		☐ Ma	arch 31st	
February 28 th		ting. I understand that I sha		refunds of
February 28 th This instruction may be cancelled by mean amounts legally owing to BHF, which BHF acknowledge that BHF is hereby authoris	has withdrawn whilst this instruction was	ting. I understand that I sha as in force. Ir account, may not cede or	II not be entitled to r	that I may
·· _ ·	has withdrawn whilst this instruction was dearly seed to effect the drawing against my/our softhis instruction to any third party l	ting. I understand that I sha as in force. Ir account, may not cede or before the written consent o	Il not be entitled to r assign its rights, and to the authorised part	that I may
February 28 th This instruction may be cancelled by mean amounts legally owing to BHF, which BHF acknowledge that BHF is hereby authorised the delegate any of my obligations in terminating at:	has withdrawn whilst this instruction was withdrawn whilst this instruction was of this instruction to any third party by the control on this on this	ting. I understand that I sha as in force. Ir account, may not cede or before the written consent of day of	Il not be entitled to rassign its rights, and the authorised part	that I may
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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 (<u>www.pcns.co.za</u>). Failure to comply with the application requirements will result in the application being unsuccessful and forfeiture of the application fee.

Applications will not be processed without proof of payment of PCNS application fees, except for 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

Please make use of one of the payment methods below to pay your application fee:

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





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
1.2	Africa (BHF); and The User as defined below.
	each sometimes referred to as a Party and collectively as the Parties.
2.	INTERPRETATION The bodies to the device of this department are incasted for reference numbers only and shall in an unununum as effect the interpretation thereof
2.1 2.2	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. Unless inconsistent with the context, the expressions set forth below shall be are the following meanings:
2.2.1	Agreement shall mean these terms and conditions, as amended from time to time.
2.2.2 2.2.3	Business Day shall mean any day other than a Saturday, Sunday, or public holiday in South Africa. 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 intents to operate, the research and development in which the SHF 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's representatives, and any other information which is disclosed by the BHF to the
	User and/or 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	rou. Fee shall mean the annual fee payable by the User for use of the Practice Number.
2.2.7 2.2.8	Members shall mean medical aid scheme, as defined in the Medical Aid Schemes Act, 1998, that is a member of the BHF. 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,
2.2.6	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 2.2.11	Signature Date shall mean the date of the Party last signing this Agreement; and 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 2.4.3	a natural person includes an artificial person and vice versa; and 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
2.0	shall be the immediately following Business Day. 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,
2.6 2.7	in the event that the day of payment or any amount due in terms of this Agreement should a fail on a day which is not a business Day, then the relevant date for payment shall be the following business Day. Where figures are referred to in numerals and in words if there is any conflict between the two, the words hall 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,
2.9	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. The use of the word including followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the elusidem generis rule shall not be applied in the interpretation
	of such general wording or such specific example or examples.
2.10 2.11	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. 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, heire, 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 expersely 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 that they will operate after any such expiration or termination or which of necessity must continue to have effect after a continue to have effect after any such expiration or termination or which of necessity must continue to have effect after any such expiration or termination or which of necessity must continue to
3.	INTRODUCTION
3.1 3.2	The BHF has developed the PCNS in order to facilitate the procedure in terms of which the Members make payments to Users. In order for the Members to make payment to a User, the User must be registered with the BHF and the BHF must eallocated 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 issue 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 4.4	The User may at any time terminate this Agreement by giving the other Party written notice of termination of this Agreement. 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
	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.2a by debit order 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
6.3	non-refundable. 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 7.2	The BHF shall provide reasonable support in respect of the use of the Practice Number on an ad hoc basis as and when reasonably requested by the User. Support shall include telephonic support and electronic support. Support shall be given during the hours of 80xh00 to 16930 on Business Days.
8.	Support shame by great using the ficus of control to Totalo on Business Days. OBLIGATION OF THE USER
	The User undertakes:
8.1 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. to use the Practice Number exclusively for such purposes as set out in clause 5.
8.3	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.
8.4	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 Partice Number for the purposes as set out in clause S or out in Clause S.
8.5	not to allow any fraudulent use of the User's Practice Number.
8.6	to immediately notify the BHF of any unauthorized use of the User's Practice Number.
8.7 8.8	to immediately notify the BHF of any security breach of the User's profile on the PCNS. to supervise and control the use of the Practice Number in accordance with the terms of this Agreement.
8.9	to make use of the necessary communications equipment required for accessing the PCNS.
8.10 8.11	to immediately notify the BHF in writing of any problems that the User may experience while using the PCNS; and to ensure that the User's information on the PCNS is always current and updated.
9.	LIMITATION OF LIABILITY
	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
	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 uproposes allowed for by the Protection of Personal Information Act, 2013.
11.	WARRANTIES
11.1 11.2	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. 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
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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. snau, uneer no circumstances, use or apply for registration of any intellectual property which could conflict with the BHF's Intellectual Property subsisting in the PCNS.
To the extent that the User makes and/or suggests and por suggests and por suggests as may provements 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.

CORIDENTIAL INFORMATION
The User acknowledges that the Confidential Information constitutes a valuable, special, and unique asset proprietary to the BHF.
The User will treat and keep all Confidential Information in confidence and as secret and the User will ton, 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. 12.3 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.

He 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.

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 proprietarly, secret, or confidential Information, which shall at least be a reasonable standard of care, and that the Confidential Information and shall take all reasonable steps 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.

The User shall immediately inform the BHF if the User becomes aware of any unauthorised disclosure of the Confidential Information.

The User shall immediately inform the BHF if the User becomes aware of any unauthorised disclosure of the Confidential Information in any manner or form; copy, reproduce or adapt the Confidential Information in any manner or form; copy, reproduce or adapt the Confidential Information in any manner or form; copy, reproduce or adapt the Confidential Information in any manner or form; copy, reproduce or adapt the Confidential Information in any manner or form; copy, reproduce or adapt the Confidenti 13.3 13.5 13.5.1 13.5.2 13.5.3 13.6.1 endeavours 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. 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 aforegoing is without prejudice to such other rights as the Aggrieved Party may have at law. Aggrieved Party may have at law.

The BHF may immediately terminate this Agreement at any time by giving written notice of such termination to the User if:
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 aforegoing;
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;
the User makes any arrangement or composition with its creditors generally or ceases to carry on business;
ceases to render medical services and/or becomes unauthorized to or dispusified 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.

FORCE MAJEURE 15. FORCE MALEURE

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 obligations hereunder during the period that 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 continues for a period of more than 90 (ninety) days, then either Party and the contractions of the party of the party shall be arrived for standard that the manufact of the party of the party and the party of the party shall be arrived for shall the party of the party and the party of the party and the party of the party and the party of the party of the party and the party and the party and the party of the party and shall be entitled forthwith to cancel this Agreement.
CESSION AND DELEGATION 16. 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.
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. 16.2 17. 17.1 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.

ADDRESSES

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 (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 Smut -Cnr. Tyrwhitt Ave, Rosebank, 2196

Postal address: PO Box 2863, Saxonwold, 2132

Contact No: 011 537 0200

Email: Clientseviruse@bhfiglobal.com

and

The User

As recorded in the PCNS.

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:

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 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.

Any notice to a Party contained in a correctly addressed envelope; and sent by repeald registered post to it at its chosen address, telefax number, or e-mail address, provided that:

the 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.

Any notice by Lefefax or membig or ordinary business hours at its chosen address in clause 17.1;

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.

Any notice by Lefefax or membig or di 17.2

17.6 17.7

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.

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.
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.

19.

22.

23.4 23.5

23.3

Each Party shall bear its own costs of and incidental to the negotiation, preparation, and execution of this Agreement.

GENERAL

This document contains the entire agreement between the Parties in regard to the subject matter hereof.

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.

No variation, amendment, or consensual cancellation 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 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.

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall constitute a waiver of such provision or any such Party in respect of its rights under this Agreement.

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 Preach nullify the effectiveness of the provision itself.

Except as provided for under this Agreement, no Party shall code any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties.

Except as provided for under this Agreement, no Party shall code any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties.

Except as provided for under

23.6 23.7





DECLARATION

I, the undersigned, hereby declare that the information contained on the annexed application form is valid, 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:

FULL NAME AND SURNAME OF SIGNATORY

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 by means of a debit order.

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.	1. Submitted all required documents certified by an impartial Commissioner of Oaths with a certification date that is not older than 6 months				
2.	2. Form providing details of the practice completed in block letters				
3.	3. Completed and signed bank verification form accompanied by a stamped bank letter not older than 3 months (mandatory)				
4.	4. Section requesting authorisation for the bank debit order instruction for PCNS annual renewal fees completed in block letters (<i>mandatory</i>)				
5.	5. Signed declaration that you have read the Terms and Conditions for use of a Practice Number				
6.	6. By submitting this application form, you understand that the PCNS Application fee is non-refundable				
	NB: Digital signatures are not acceptable and may delay the processing of your application.				
	SIGNATURE OF APPLICANT DATE				