



# Practice Code Number Application Form: Partnership, Association, or Incorporated Practice

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 PCN 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	
Please ensure that the name of your Partnership/Incorporated practice meets the naming standards of your registered council.  - 1 partner: Surname Initials/Initials Surname (the HSP's title and profession can be included)  - 2 or more partners: Surname Initials and the words Associate(s)/Partner(s). Title(s) and profession can also be included.	
PCNS does not issue practice numbers for group practices registered as (Pty) Limited/Close Corporations.	П
Please ensure that the partnership has sufficient partners linked to avoid the suspension of the practice number due to non-compliance	
As per regulation 5 of the Medical Schemes Act, all Health Professionals who have provided a service must be stipulated on the claim to the health funder. Therefore, for accurate identification purposes of the professional on the claims submitted, all Health Providers in the Group must have an active Practice Code Number (PCN) that will be linked to the Partnership Practice Code.	
To this end, BHF will need a list of all the Health Practitioners' active Practice Codes and Certified Copies of the Identity documents. Where these active Practice Code Numbers are not available new Practice Code Number application for the professional/s will be required. The new application/s may accompany this application	
The BHF will under no circumstances allocate Practice Numbers to "paper partnerships." For purposes of the application, paper partnerships mean partnerships entered into by Healthcare Service Providers (HSPs) where such HSPs do not participate in rendering the services for which the partnership was established but only share the profits of the partnership.	
As part of the application process, PCNS is required to verify the state employment of each applicant through the DPSA search: <a href="https://www.dpsa.gov.za/resource centre/psverification/">https://www.dpsa.gov.za/resource centre/psverification/</a> . 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.	
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 6 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 <u>clientservices@bhfglobal.com</u>	





## APPLICATION SUPPORTING DOCUMENTS

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

#### SUPPORTING DOCUMENT CERTIFICATION

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, 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)

Certified of the identifying documents for each partner (mandatory):	
Identity Document or	
<ul> <li>Passport and proof of permanent residence, where the applicant is not a South African citizen.</li> </ul>	
Certified copy of a document issued by the Department of Home Affairs (where the partner's surname or name(s) differ on 1 or more supporting documents):  • Marriage Certificate or • Divorce Decree or • A confirmation letter	
A copy of the complete Incorporated Certificate from the Registrar of Companies (mandatory for registered companies)  - The CIPC documents should include: the confirmation letter signed by the CIPC commissioner; the page containing the enterprise information, and the page containing the Active members/Directors.	
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(s) 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)	
Document confirming the necessary permission to practice outside of the conditions of employment with the state for each partner employed by the state (Confirmation of Community of Service Completion/Resignation letter/RWOPS Application form/RWOPS Approval Certificate/Sessional work contract) (where applicable).	
Proof from the statutory council that the subscription fee(s) have been paid for the current year for each partner (mandatory)	
Proof of payment of PCNS Application Fee (Non-Refundable) (mandatory)	

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

#### <u>Undesirable Business Practice</u>

Healthcare practitioners registered with the HPCSA, applying for a practice number should take note of the HPCSA policy document on Undesirable Business Practices on "Employment of Practitioners". To access the full policy document, utilise the link: <a href="mailto:Ethics\_Booklet.pdf">Ethics\_Booklet.pdf</a> (hpcsa.co.za)





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					
	PARTNERSHIP, ASSOCIATION, OR	INCORPORATED PRACTICE DETAILS			
Name of Pa	artnership, Association, or Incorporated Practice (NB: Name should be in line w	vith relevant council rules and regulations)			
	\\				
		CE DETAILS the original starting date cannot be accommodated			
VAT Number (if	applicable)	Tax Number (If applicable)			
Incorporated C	ompany Yes No Company registration number (if app	licable)			
Practice Postal	Address	Practice Physical Address			
	•				
Suburb		Suburb			
Town		Town			
10WII		IOWI			
Code		Code			
Province		Province			
		ONTACT DETAILS			
	PCNS can only register 1 set of contact details fo	r the Landline, Cell phone, and Email Address fields			
Landline Tele	phone Number () Cell Phone Nu	mher ( )			
	e number is provided, your cell phone number will be captured as the main telephone number	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
E-mail addre	555				
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:			
Duran	Tiladasa				
Bureau	Telephone  Number:	Bureau Name:			
	Email Address:	Bureau website address:			





## **RWOPS CONTACT DETAILS**

Please provide the contact details of the person responsible for confirming your RWOPS / nature of state employment for each partner employed by the state.

NB: Please be advised that due to the external validation process with your employer, the issuing of your practice number will be delayed.

Practitioner Name:  DESIGNATED AUTHORITY DETAILS  Full Names:  Designation:  Email address:  Telephone Number:	Practitioner Name:  DESIGNATED AUTHORITY DETAILS  Full Names:  Designation:  Email address:  Telephone Number:
Practitioner Name:  DESIGNATED AUTHORITY DETAILS  Full Names:  Designation:  Email address:  Telephone Number:	Practitioner Name:  DESIGNATED AUTHORITY DETAILS  Full Names:  Designation:  Email address:  Telephone Number:
Practitioner Name:  DESIGNATED AUTHORITY DETAILS  Full Names:  Designation:  Email address:  Telephone Number:	Practitioner Name:  DESIGNATED AUTHORITY DETAILS  Full Names:  Designation:  Email address:  Telephone Number:





## BANKING DETAILS VERIFICATION FORM

#### To: BHF Client Services

I/ We declare that the details on this Banking Verification Form and the attached bank letter are correct and may be updated on my/our new practice number application. The medical schemes and their administrators will use them to reimburse 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 co information captured.	omplete the forn	n in BLOCK le	etters only, OR	/ type to complete.	Unclear handwriting may	y delay the processing of	your application for a PCN and lead to errors	in the
Practice Name								
Bank Name								
Branch Name								
Account Holder Name (not account type)	G					/ /		
Account Number						1///	(	
Account Type	Current	Savings	Transmissi	on		1////	\/ \	
Account Registration Type	ID Number(	(s) F	Company Registration	Enter ID/Compa	ny Registration Number(s	)		
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Authoria	sed Bank Accoun	+ Holdor init	ials and Surna			Authorized Pank	Account Holders' Signature/s	
Authoris	Seu Dank Account	it Holder lillt	iais anu suma	ille/3	W	Authoriseu bank	Account Holders Signature/s	
	. ,				M. W. L. A		Kalendaria da	
The signature for 2 or i	more partners (a	at least 1 sigi	nature being o		irtner(s)) linked to this ap ature is required.	plication is required uni	ess the application is for a Solus Inc., then only	1
Full name and surname of par	rtner:				Signature	: \	Date:	$\neg$
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						<del>\</del> }		
Full name and surname of par	rtner:				Signature	· \ \//	Date:	
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Full name and surname of par	rtner:				Signature	: (	Date:	
Full name and surname of par	rtner:				Signature	: / \	Date:	
		NB:	Digital signatui	res are not acceptab	le and may delay the proc	essing of your application	1.	





## **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 31<sup>st</sup> 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:

Full name and surname of partner:

Full name and surname of partner:

Bank Name:			
Account Holder Name:			XVXV
Account Number:			
Account Type:			7 / [ ]
We hereby request and authorise ate):  February 2		nt with the annual PCNS renewal fee on ei	ther of the following dates (please select the applicable  March 31 <sup>st</sup>
ot be entitled to refunds of amou	ints legally owing to BHF, wheeby authorised to effect the o	nich BHF has withdrawn whilst this instruct	ede or assign its rights, and that I/we may not delegate
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T 087 210 0500 | Lower Ground Floor, South Tower, 1Sixty Jan Smuts, Rosebank, 2196 | P O Box 2863, Saxonwold, 2131

Signature:

Signature:

Date:

Date:





## **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: <a href="https://www.pcns.co.za/Home/Fees">https://www.pcns.co.za/Home/Fees</a>

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 you use the Partnership name or the PCNS-issued

reference 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
	Africa (BHF); and
1.2	The User as defined below.
2.	each sometimes referred to as a Party and collectively as the Parties. INTERPERTATION
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 2.2.4	Commencement Date shall mean 1 April 2016. 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
2.2.4	interactions with the BHT, 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 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's representatives, and any other information which is disclosed by the BHF to the
	ber, rrespective or whether the cornat thereon which was associated in writing, versally or or unlewise by the Bert to the User and/or the User's representatives, rand any other information which is discussed in writing, versally or or unlewise by the Bert to the User and/or the User's representatives, into any other information which is accounted by the Bert to the User and/or the User's representatives, into any other information which is discussed in the User and/or the User's representatives, and any other information which is discussed in the User and Order to
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 including 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
2.10	of such general wording or such specific example or examples.  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
3.	have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. 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 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	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 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 <u>www.pcns.co.za</u> by debit order on or before 31 March in every calendar year. The Fee shall be subject to an annual escalation as determined by
6.2	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
7.	provisions of this Agreement until the date of payment. SUPPORT
7.1	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.
7.2	Support shall be given during the hours of 08h00 to 16h30 on Business Days.
8.	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 S.
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 Practice Number for the purposes as set out in clause 5;
8.5	not to allow any fraudulent use of the User's Practice Number.
8.6 8.7	to immediately notify the BHF of any unauthorized use of the User's Practice Number. to immediately notify the BHF of any security breach of the User's profile on the PCNS.
8.8	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	to immediately notify the BHF in writing of any problems that the User may experience while using the PCNS; and
8.11	to ensure that the User's information on the PCNS is always current and updated.
9.	LIMITATION OF LUABILITY 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
	to me extent permitted by law, and except to the extent set out to sessenter in this agreement, the bern shall not be enable to me beyon a gamage, cost, expense, or penanty (including consequential insist of 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
11.	the Members and/or other third parties, in accordance with and for such purposes allowed for by the Protection of Personal Information Act, 2013. WARRANTIS
11. 11.1	WARRANTIES 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	The Oser acknowledges that PLAS, in general, is not entorline and agrees that the existence of such entors are the PLAS uses into constitute a useral or 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.





2.1	The User: 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:
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;
1.3 1	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. 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 thall 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.
	CONFIDENTIAL INFORMATION The User acknowledges that the Confidential Information constitutes a valuable, special, and unique asset proprietary to the BHF.
	ne user acknowledges that the commentain unimeration constitutes a variations, special, and unique asset proprietary to the bir.  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. 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 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. The liser undertakes not in:
.1	ne user undertakes not to: copy, reproduce or adout the Confidential Information in any manner or form:
2	develop anything similar to the Confidential Information; and/or
3	register any intellectual property that pertains to or is based on the Confidential Information or anything similar thereto. The obligations of the User oursuant to the provisions of this Azerement shall not apoul to any information that:
1	ine congations of the User pursuant to the provisions or time, Agreement shall not apply to any information that: 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
•	endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances; and
2	is disclosed to a third party pursuant to the prior written consent of the BHF; BREACH AND TERMINATION
	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.
	The BHF may immediately terminate this Agreement at any time by giving written notice of such termination to the User if:
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
2	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;
3	a line and uniqueature judgment against the user reliables that statement and unique the user makes any arrangement or composition with its creditors generally or ceases to carry on business; the User makes any arrangement or composition with its creditors generally or ceases to carry on business;
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. 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 continues for a period of more than 90 (ninety) days, then either Party
	shall be entitled forthwith to cancel this Agreement. CESSION AND DELEGATION
	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. ADDRESSES
	ADDICESSES  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 Domicillium 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: Clientservices@bhfglobal.com
	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 documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.
	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:
.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
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.
1	Any notice to a Party contained in a correctly addressed envelope; and sent by oregold resistered nost to it at its chosen address in clause 17.1 or
2	delivered by hand to a responsible person during 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 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. 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.
	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 are shall be the hother Parties arises the August of companyed invisible to a shall be entitled to institute any proceedings arises the August of Companyed invisible to a shall be entitled to institute any proceedings arises the August of Companyed invisible to a shall be entitled to institute any proceedings arises the August of Companyed invisible to a shall be entitled to institute any proceedings arises the August of Companyed invisible to a shall be entitled to institute any proceedings are also as a shall be entit
	proceedings against the other Party in any court of competent jurisdiction. MUTUALS UPPORT
	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.
	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.
	Inervaries to this agreement nereby warrant to each other Party that it is only authorised and has taken all required corporate and other action to ensure that this agreement is valid, plinding, and emoticable 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. COSTS
	CUSTS 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 brute while he bound by the property of the proper
	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 neeligened or not.
	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.  No advantage of times a value or relavation of save of the considerance of the company of the construction of the
	No extension of time or walver or relaxation of any of the provisions or terms of this Agreement shall operate as an estopped against any Party in respect of its rights under this Agreement.  No failure by any Party to enforce any provision of this Agreement shall constitute a walver 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.
	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.
	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 unhaltaning the essential provisions of that clauses to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, then the remaining terms are
	enforceable and legal but maintaining the essential provisions or that clause to the extent possible, provided that if the Parties should rail 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 packed to the yout of this Agreement.

T 087 210 0500 | Lower Ground Floor, South Tower, 1Sixty Jan Smuts, Rosebank, 2196 | P O Box 2863, Saxonwold, 2131

Initials \_\_\_





## **DECLARATION**

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

I/We 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/we hereby indemnify the BHF against any claims which may be instituted against the BHF as a result of the incorrect information which I/we have provided to the BHF.

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

#### I/We further declare that I will abide by the following:

I/We agree to annually renew my/our 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/our practice number remains active by means of a debit order.

I/We 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/our practice number being rendered inactive.

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

I/We declare that I/we 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/We declare that I/we 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/we declare that I/we am/are registered with the relevant South African statutory body.

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

I/We 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/we may have with a medical scheme administrator.

I/We agree that, in the event that I/we become aware of any fraudulent activities associated with my/our practice number, I/we 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/We 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/ourselves 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 Commissioner of Oaths with a certification date that is not older than 6 months	
2.	Form providing details of the practice completed in block letters	
3.	Completed and signed bank verification form accompanied by a stamped bank letter not older than 3 months ( <i>mandatory</i> )	
4.	Section requesting authorisation for the bank debit order instruction for PCNS annual renewal fees completed in block letters ( <i>mandatory</i> )	
5.	Signed declaration that you have read the Terms and Conditions for use of a Practice Number	
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.





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.

# PARTNERS, ASSOCIATES, SHAREHOLDERS, OR DIRECTORS' DETAILS Please list all the partners, associates, shareholders, or directors who will be actively rendering service at this practice. Also note that it is essential that each partner, associate, shareholder, or director individually signs this form to give consent that their individual practice number is linked that they are fully in agreement with the application for a group practice number, and declare and accept that they have read and understood the Terms and Conditions listed. NB: Digital signatures are not acceptable and may delay the processing of your application Individual Practice Number \_\_\_\_\_ Individual Practice Number \_\_\_\_\_ Name & Surname \_\_\_\_\_ Name & Surname ID Number ID Number \_\_\_\_\_ Signature to be linked \_\_\_\_\_ Signature to be linked \_\_\_\_\_ Signature date\_\_\_\_ Signature date Individual Practice Number Individual Practice Number \_\_\_\_\_ Name & Surname \_\_\_\_ Name & Surname ID Number \_\_\_\_\_ Signature to be linked \_\_\_\_\_ Signature to be linked \_\_\_\_\_ Signature date\_\_\_\_\_ Signature date \_\_\_\_\_ Individual Practice Number \_\_\_\_\_ Individual Practice Number \_\_\_\_\_\_ Name & Surname \_\_\_\_\_\_ Name & Surname \_\_\_\_\_ ID Number\_\_\_\_\_ Signature to be linked \_\_\_\_\_ Signature to be linked \_\_\_\_\_\_ Signature date \_\_\_\_\_ Signature date\_\_\_\_\_