PRACTICE CODE NUMBERING SYSTEM

A Division of the Board of Healthcare Funders

01 February 2025

Practice Code Number Application Form: Pharmacy

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

The completed application form and supporting documents can be sent to pcns_admin@bhfglobal.com	☐
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.	
Please be advised that as part of the application process, PCNS is required to verify the state employment of the Pharmacy Owner and Responsible Pharmacist (RP) linked to all Pharmacy applications received through the DPSA search: https://www.dpsa.gov.za/resource_centre/psverification/. For your application form to be processed timeously please ensure that the necessary approval/s in the form of the below listed documents have been submitted for the Pharmacy Owner and the Responsible Pharmacists who may be employed by the state together with the Pharmacy 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 persons responsible to confirm the approval/resignation. Once the approval/s **(Confirmation of Community of Service Completion/RWOPS Certificate/ RWOPS Application form/Resignation letter/Sessional work confirmation/Work Contract)** have been received we are going to perform a validation with the state employer/s. We will contact the employer/s 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 employment allows for private practice or ownership of a Pharmacy for a Pharmacy Owner employed by the state. Thus, we urge you to provide the correct contact information for the employer/s on the application form to ensure the process is not delayed. We also encourage you to advise the employer/s that the validation will take place, so they are aware.	☐
All Healthcare Service Providers who are in Public Service are required to submit the renewed necessary approvals stipulated above annually to avoid the suspension of their practice numbers.	☐
If the Responsible Pharmacist leaves the employ of the Pharmacy, the Pharmacy owner is required to submit the details and supporting documents for the replacement. Failure to update the change with PCNS may lead to the suspension of the practice number. Please access the following link to update the new Responsible Pharmacist's details: https://www.pcns.co.za/ApplicationForms/PharmacistReplacementForm?class=elements	☐
Should this application be for a change of ownership, a New Practice Code Number will be issued, and the previous Practice Code Number will be closed.	☐
If you have an existing practice number and are applying for a change of discipline or change of ownership you are liable to ensure that both practice numbers are paid for. Failure to pay for the existing practice number and the correct application fee for your change of discipline or change of ownership may delay the issuing of your new practice number.	☐
The PCNS practice number is not transferrable.	☐
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 THE DELAY IN THE PROCESSING OF YOUR APPLICATION FOR A PCN.

PRACTICE CODE NUMBERING SYSTEM

A Division of the Board of Healthcare Funders

01 February 2025

APPLICATION SUPPORTING DOCUMENTS

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

PLEASE TICK THE APPROPRIATE APPLICATION TYPE

New Application	☐	**Change of Ownership**	☐	*Existing practice number if Change of Ownership*
				Please supply the effective date for the Change of Ownership

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

SUPPORTING DOCUMENT CERTIFICATION

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

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

OWNER/ APPOINTED PROXY AND PHARMACY DOCUMENTS	
Board resolution containing the details (full name, surname, and identity number) for the nominated and appointed proxy or signatory for registering the PCNS practice number, signed by at least two directors and the nominated proxy (***mandatory for facilities with more than one director listed on the company registration documents***).	☐
Certified copy of the owner/appointed proxy'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 owner/appointed proxy's surname or name(s) differ on 1 or more supporting documents*** • Marriage Certificate or • Divorce Decree or • A confirmation letter	☐
A stamped bank account confirmation letter not older than 3 months accompanied by the bank verification form on page 4 of this application form signed by the practice owner(s) or appointed proxy and the authorised bank account holder/signatory (***mandatory***)	☐
Additional document(s) required for banking details owned by a 3rd party • 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***)	☐
A copy of the complete Company Registration documents from the Registrar of Companies (***mandatory for registered companies***) - The CIPC documents should include the confirmation letter signed by the commissioner, the page containing the enterprise information and the page containing the Active members/Directors)	☐
Certified copy of the Registration Certificate from the Pharmacy Council of South Africa, for the Pharmacy recording (***mandatory***)	☐
Certified copy of the Registration Certificate of the recording of the Owner (***mandatory***)	☐
Certified copy of the license from the Department of Health of South Africa, for the registration of the Pharmacy (***mandatory***)	☐
Copy of proof from the Pharmacy Council of South Africa that the subscription fee for the Pharmacy (***mandatory***)	☐
Document confirming that the Pharmacy Owner has the necessary permission to practice or own a Pharmacy outside of the conditions of their employment with the state *(Confirmation of Community of Service Completion/ Resignation letter/ RWOPS Application form/RWOPS Approval Certificate/Sessional work contract)* (***where applicable***)	☐
If Change of Ownership: Sale agreement	☐
Proof of payment of PCNS Application Fee (Non-Refundable) (***mandatory***)	☐
RESPONSIBLE PHARMACIST DOCUMENTS	
Certified copy of the Responsible Pharmacist'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 Responsible Pharmacist's surname or name(s) differ on 1 or more supporting documents*** • Marriage Certificate or • Divorce Decree or • A confirmation letter	☐
Certified copy of the Registration Certificate of the recording of the Responsible Pharmacist (***mandatory***)	☐
Copy of proof from the Pharmacy Council of South Africa that the subscription fee for the Responsible Pharmacist has been paid for the current year (***mandatory***)	☐
Document confirming that the Responsible Pharmacist has the necessary permission to practice outside of the conditions of their employment with the state *(Confirmation of Community of Service Completion/ Resignation letter/ RWOPS Application form/RWOPS Approval Certificate/Sessional work contract)* (***where applicable***)	☐

PRACTICE CODE NUMBERING SYSTEM

A Division of the Board of Healthcare Funders

01 February 2025

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

OWNERS/APPOINTED PROXY DETAILS

Title _____ Initials _____ First Names _____ Surname _____

ID Number _____ Council Number _____

PHARMACY DETAILS

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

Pharmacy Name _____

Responsible Pharmacist's Name _____ Responsible Pharmacist's Council Number _____

Tax Number (if applicable) _____ Vat Number (if applicable) _____

Registered Company	Yes	No	Company Registration Number	

CONTACT DETAILS FOR THE PERSON RESPONSIBLE TO CONFIRM THE PHARMACY OWNER AND OR RESPONSIBLE PHARMACIST's RWOPS APPROVAL/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 the employer, the issuing of your practice number will be delayed.

Practice Postal Address _____

_____

_____

Suburb _____

Town _____

Code _____

Province _____

Practice Physical Address _____

_____

_____

Suburb _____

Town _____

Code _____

Province _____

Practice address will be captured as per the DoH license. Please ensure that the address has been correctly captured.

PRACTICE CONTACT DETAILS

PCNS can only register 1 set of contact details for the Landline; Cell phone and Email Address fields

Landline Telephone Number (_____) _____ Cell Phone Number (_____) _____

(If no telephone number is provided your cell phone number will be captured as the main telephone number on the system as this is a mandatory field)

E-mail address _____

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

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

PRACTICE CODE NUMBERING SYSTEM

A Division of the Board of Healthcare Funders

01 February 2025

BANKING DETAILS VERIFICATION FORM

To: BHF Client Services

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

Please ensure that the form is completed with the correct information. Please indicate whether the banking details are registered under an ID 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.

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

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

_____ **Authorised Bank Account Holder initials and Surname/s**	_____ **Authorised Bank Account Holders Signature/s**

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

_____ **SIGNATURE OF PRACTICE OWNER/APPOINTED PROXY**

_____ **DATE**

_____ **FULL NAME AND SURNAME OF PRACTICE OWNER/APPOINTED PROXY**

PRACTICE CODE NUMBERING SYSTEM

A Division of the Board of Healthcare Funders

01 February 2025

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 below section. **Incomplete debit order information will not be accepted.**

Bank details for debit order transaction purposes only

The details of my/our account are as follows:

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

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

☐ **February 28th** ☐ **March 31st**

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

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

Signed at: _____ on this _____ day of _____20_____.

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

_____ **Authorised Bank Account Holder initials and Surname/s**	_____ **Authorised Bank Account Holders Signature/s**

_____

SIGNATURE OF PRACTICE OWNER/APPOINTED PROXY

01 February 2025

PCNS REGISTRATION FEES

NB. The PCNS Application fee is non-refundable.

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

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

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

Amount payable

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

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**

01 February 2025

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.
each sometimes referred to as a Party and collectively as the Parties.

2. INTERPRETATION

2.1 The headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof.

2.2 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

2.2.1 Agreement shall mean these terms and conditions, as amended from time to time.

2.2.2 Business Day shall mean any day other than a Saturday, Sunday, or public holiday in South Africa.

2.2.3 Commencement Date shall mean 1 April 2016.

2.2.4 Confidential Information shall mean information or material proprietary to or deemed to be proprietary to the BHF, information designated as confidential by the BHF, information acquired by the User by way of the User's interactions with the BHF, the contents of and all information relating to any negotiations, discussions or transactions between the Parties, any information about or relating to the PCNS, including but not limited to the PCNS' designs, algorithms, formulae, content and/or decision making rules, all Intellectual Property of the BHF and associated material and documentation including information contained therein, the know-how relating to the fields of activity within which the BHF operates or 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 and/or 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 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 of such general wording or such specific example or examples.

2.10 Any reference to an enactment in this Agreement is to that enactment as at the commencement of this Agreement and as amended or re-enacted from time to time.

2.11 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

2.12 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns, or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.

2.13 The expiration or termination of this Agreement shall not affect the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. INTRODUCTION

3.1 The BHF has developed the PCNS in order to facilitate the procedure in terms of which the Members make payments to Users.

3.2 In order for the Members to make payment to a User, the User must be registered with the BHF and the BHF must have allocated a Practice Number to the User.

3.3 The Parties accordingly enter into this Agreement to record the terms and conditions on which the BHF will issue the User with a Practice Number, and that will apply to the use of the Practice Number.

4. COMMENCEMENT AND DURATION

4.1 In respect of a User to whom the BHF has already allocated a Practice Number prior to the Commencement Date, this Agreement shall commence on the Commencement Date. In respect of a User to whom the BHF 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 www.pcns.co.za 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 non-refundable.

6.3 The User shall pay all payments due in terms of this Agreement into the BHF's bank account, the details of which shall be made known to the User from time to time.

6.4 Interest shall accrue on the outstanding balance of all amounts due and payable but unpaid by the User from time to time in terms of this Agreement. Such interest shall be charged at the rate of interest published as being charged from time to time by the BHF's bankers, as certified by any manager of that bank, whose appointment need not be proved and whose certification shall, in the absence of manifest error, be final and binding on the Parties, plus a margin of 2% (two percent) (or at the maximum rate allowed by law, whichever is the greater), calculated from the date falling immediately after the date on which payment becomes due in terms of the provisions of this Agreement until the date of payment.

7. SUPPORT

7.1 The BHF shall provide reasonable support in respect of the use of the Practice Number on an ad hoc basis 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 to use the Practice Number in accordance with the provisions of this Agreement, the BHF's codes of conduct, and policies relating to the use of the PCNS and/or Practice Number.

8.2 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 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 to immediately notify the BHF of any unauthorized use of the User's Practice Number.

8.7 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 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 purposes allowed for by the Protection of Personal Information Act, 2013.

11. WARRANTIES

11.1 The User acknowledges that PCNS, in general, is not error-free and agrees that the existence of such errors in the PCNS does not constitute a breach of this Agreement by the BHF.

11.2 Except to the extent set out elsewhere in this Agreement, the BHF gives no warranties, whether express or implied, in respect of the PCNS. Without limiting the generality of the aforesaid, it is recorded that no warranties regarding the operations, suitability for the User's environment, or fitness for any particular purpose are given by the BHF.

12. INTELLECTUAL PROPERTY

12.1 The User hereby undertakes not to challenge the proprietorship of the BHF's Intellectual Property subsisting in the PCNS, and/or any other right, title, or interest related thereto.

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

Initials ____

01 February 2025

DECLARATION

I, the undersigned, hereby declare that the information contained on the annexed application form is valid, and correct and reflects my personal information as of the date of signature hereof.
I duly authorise the Board of Healthcare Funders (BHF) to disseminate the information set out in the annexed application form with the BHF's member schemes/Administration Houses and/or PCNS Users for reimbursement purposes. To the extent that the information provided is not true and correct, I hereby indemnify the BHF against any claims which may be instituted against the BHF as a result of the incorrect information which I have provided to the BHF.
I undertake to promptly advise the BHF of any changes to my practice profile as and when such changes may occur.
I further declare that I will abide by the following:
I agree to annually renew my practice number and to pay the annual fee, as determined by BHF, towards the maintenance and running of the PCNS for the period that my practice number remains active 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.	Submitted all required documents certified by an impartial Commissioners 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 (***mandatory***)	☐
4.	Section requesting authorisation for the bank debit order instruction for PCNS annual renewal fees completed in block letters (***mandatory***)	☐
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.

_____ _____

SIGNATURE OF OWNER/APPOINTED PROXY **DATE**

_____

FULL NAME AND SURNAME OF OWNER/APPOINTED PROXY