



# B·H·F

## PRACTICE CODE NUMBERING SYSTEM

Lower Ground Floor, South Tower, 1Sixty Jan Smuts,  
Jan Smuts Ave, cnr Tyrwhitt Ave, Rosebank, 2196  
P O Box 2324, Parklands 2121, South Africa  
Client Services: 0861 30 20 10 • Fax: 086 607 3703  
Tel: +27 11 537 0200 • Fax: +27 11 880 5959  
e-mail: [clientservices@bhfglobal.com](mailto:clientservices@bhfglobal.com) • web: [www.bhfglobal.com](http://www.bhfglobal.com)

REVISED January 2018

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### PREAMBLE

The Board of Healthcare Funders of S A (BHF) and South African Private Ambulance and Emergency Services Association (SAPAESA) have set norms and standards guidelines for private ambulance services in South Africa seeking accreditation by the BHF.

The guidelines take into account the means of achieving accreditation, the minimal listing of equipment required on the transporting vehicle, the qualifications of the ambulance crew managing the patient, a minimal safe configuration of the vehicle used in patient transportation and the communications media used by the crew in conjunction with the medical supervisor (an appropriately experienced and qualified registered medical practitioner.)

As this is a working committee committed to achieving a "norm" standard for private ambulance services seeking a reputable private ambulance accreditation, consider this as a draft standard which is not excessive but provides quality patient care within the ambit of the BHF and SAPAESA. Please appreciate that these standards are not carved in stone and may be amended at any time to accommodate the respective authorising agencies required minimum standard. Your comments on these norms would be most appreciated but keep in mind the following:

- a. We are attempting to achieve and maintain an accreditation with BHF.
- b. The Compliance and Risk Unit has been established to monitor adherence to the PCN System's Terms and Conditions.
- c. We are governed by various rules and regulations including HPCSA, Professional Board, BHF, SAPAESA, tight finances and an acceptable ethical standard if we are to remain in the marketplace of professional pre-hospital care. The Working Committee and BHF will be happy to consider improvements to the attached norms and standards.

### Please post/ fax comments to:

Client Services  
Board of Healthcare Funders of S A  
P O Box 2324  
PARKLANDS  
2121

or fax: (011) 880-5959/6437  
or phone: (011) 537-0200 / 0861 30 20 10 (office hours)  
or e-mail: [clientservices@bhfglobal.com](mailto:clientservices@bhfglobal.com)

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SERVING MEDICAL SCHEME MEMBERS



DIRECTORS: Executive K Mothudi (Managing), Non-Executive: A Hamdulay (Chairman), A Fourie-Van Zyl, G Goolab, I Isdale, Y Mabule, O Mahanjana, V Memela, H Nhlapo, C Raftopoulos, S Sanyanga (Zimbabwe), H Stephens, C Schafer (Namibia), T Moumakwa (Botswana), N Nyathi, M Mahlaba, M Bayley, SA Matsoso (Lesotho).

**REGULATIONS FOR THE BOARD OF HEALTHCARE FUNDERS (BHF) ACCREDITATION OF PRIVATE AMBULANCE SERVICES****1. Definitions:**

For the purpose of these regulations, unless the context otherwise indicates:

**'Ambulance'** means a vehicle registered in terms of the Road Traffic Act 1989 and may be marked in such a way to indicate the Category of medical care and transportation of the said vehicle.

**'Inspecting Officer'** means an authorised inspector appointed by the BHF for the purpose of inspecting the private ambulance service in question.

**'Private Ambulance Service'** means any private commercial venture which is involved in the transport, transfer or pre-hospital medical treatment of the ill and injured.

**'Proprietor'** means the person, or the nominee in the case of a company or an association of persons (whether corporate or not), who establishes, extends, conducts, maintains or renders a private ambulance service.

**'Minister'** means the Minister of National Health and Population Development.

**'Ambulance Personnel'** means personnel registered as such in terms of the Medical, Dental and supplementary health Services Professions Act, 1974, (Act 56 of 1974).

**'Medical Response Vehicle'** means a vehicle registered in terms of the Road Traffic Act 1989 and clearly marked in such a way as to indicate the category of registration.

<b>'ATLS<sup>R</sup>'</b>	Advanced Trauma Life Support <sup>R</sup>
<b>'ACLS<sup>R</sup>'</b>	Advanced Cardiac Life Support <sup>R</sup>
<b>'PALS<sup>R</sup> / APLS<sup>R</sup>'</b>	Advanced Paediatric Life Support <sup>R</sup>

**'Consulting medical practitioner'** - A registered medical practitioner associated with an emergency medical service in a consulting or clinical advice capacity who is consulted by paramedics on a regular basis and who ensures compliance with the capabilities and protocols of INMDC approved levels of pre-hospital care personnel i.e. levels 6/7/8. It is recommended that the medical practitioner has successfully completed ATLS<sup>R</sup> / ACLS<sup>R</sup> and PALS<sup>R</sup> courses.

**'BHF and/or SAPAESA Inspectorate'** - An inspectorate tasked by the BHF to inspect premises, vehicles and staff of private ambulance services seeking accreditation with the BHF.

**Registration**

1. Private ambulance services seeking accreditation with the Board of Healthcare Funders of S A (BHF), shall apply to the BHF in writing for an inspection to be undertaken.
2. An ambulance service shall not be registered as such, and no certificate or token of registration shall be issued in respect thereof, unless:
  - a) The ambulance service has been inspected by a BHF and/or SAPAESA appointed inspecting officer and has been found to be suitable and adequate for the purposes of the said private ambulance service.
  - b) The vehicles, equipment and staff comply with the minimum requirements as per Category of care per vehicle as laid down in the accreditation document e.g. staff uniforms.
  - c) The vehicles are clearly marked as to the specific category of care that will at least be

- d) undertaken by the unit (vehicle, staff, equipment).  
The vehicles are all roadworthy and have been modified, adapted and configured according to the category of care that will at least be undertaken on that vehicle.
3. All the relevant legal requirements regarding health and traffic have been adhered to.
  4. Liability insurance cover which is adequate should be available for the said private service.
  5. All requirements according to the schedules of basic patient care, advanced patient care, mobile intensive care and neonatal mobile intensive care are met as per standards laid down.
  6. The consulting medical practitioner of an ALS level ambulance service shall be registered with the HPCSA, appropriate to the level of care offered.
  7. All Staff of the said private ambulance service will comply with such accreditation standards.
  8. The ambulance service shall keep adequate patient records as to the satisfaction of the BHF and various legal requirements.
  9. The proprietor shall immediately obtain prior approval from the BHF and/or SAPAESA Inspector, in writing, of any change in the particulars furnished by him in terms of sub-regulation (1) as indicated on the current certificate or token of registration issued in terms of these standards.
  10. **Application for registration or renewal of registration.**  
Not later than 90 days before the date on which a certificate or token of registration expires, the proprietor shall apply for the renewal of such registration.
  11. Every application for application or renewal of registration of a private ambulance service shall be made to the BHF and/or SAPAESA Inspectorate.
  12. **Handling of application.**  
Upon the receipt of an application for registration or renewal of registration, the BHF and/or SAPAESA Inspectorate shall decide either:-
    - i. to register the proposed private ambulance service and issue a certificate and token of registration in respect thereof
    - ii. to refuse registration, in which event he shall not issue any certificate nor token of registration
    - iii. to renew the registration of the private ambulance service and issue a certificate and token of registration thereof
    - iv. to refuse the renewal of registration, in which event no certificate nor token of registration shall be issued
    - v. in application for registration to conduct a private ambulance service, the proprietor shall complete the necessary application form in full and shall furnish any further information required by the BHF and/or SAPAESA Inspectorate in order to consider the application the proprietor shall immediately report to the BHF and/or SAPAESA Inspectorate in writing any change in the particulars furnished by him in terms of sub-regulation (1) or indicated on the current certificate or token of registration issued in terms of regulation 12 (1) or 12 (3) of these regulations
  13. The BHF and/or SAPAESA Inspectorate may for the purposes of regulation 12 carry out or cause to be carried out by an inspecting officer, an inspection of the premises and the vehicles in respect of which the application was made.

### **Manner of inspection**

The BHF Norms and Standards Committee will in conjunction with the BHF Scales of Benefit Department, appoint regional BHF and/or SAPAESA inspectors who will undertake local or regional inspections of ambulance services applying for accreditation. The respective inspection form will be duly completed and a copy provided to the manager or proprietor of the said service. The original inspection form only once completed will be returned to the BHF office for appropriate accreditation purposes. In the event of a local dispute the BHF Norms and Standards Committee in conjunction with the BHF Clinical Advisory Panel will appoint a regional or national representative to undertake inspection of the aggrieved ambulance service. The report of the inspection will be submitted via the Norms and Standards Committee with a recommendation to the BHF Clinical Advisory Panel for a final decision. The final decision will be binding on all parties.

#### **14. Management of Private Ambulance Services**

The proprietor of a private ambulance service shall:-

- i) not convey more ill or injured persons in a vehicle than the number of persons which it is registered to convey.
- ii) not convey an ill or injured person without his written / implied consent.
- iii) ensure that the private ambulance service is not managed or will not be managed in a manner which will be detrimental to the physical, psychological or moral welfare and wellbeing of the ill or injured patient under the said private ambulance services' care.

#### **15. Re-application for registration**

Any proprietor who has applied for registration of a private ambulance service and whose application has been refused or any proprietor whose application for renewal of registration has been cancelled in terms of regulation 17 or any proprietor who failed to apply timeously for renewal of registration and whose certificate or token of registration has expired or any proprietor or prospective proprietor who lodged an appeal against the refusal by the BHF and/or SAPAESA Inspectorate of registration or renewal of registration or against the cancellation by the BHF and/or SAPAESA Inspectorate of a certificate or token of registration and whose appeal has been dismissed may at any time re-apply for registration or renewal of registration of the same private ambulance service: Provided that, if registration or renewal of registration has been refused or the certificate or token of registration has been cancelled because of failure by the applicant to comply with all the conditions and requirements imposed by the BHF and/or SAPAESA Inspectorate in terms of regulation 12 (1) or 12(3), such further application shall not be made until and unless all such conditions and requirements have been complied with.

#### **16. Exemption from requirements in respect of registration**

The BHF and/or SAPAESA Inspectorate may at any time, on such conditions and for such period as he may determine, grant a proprietor exemption from any requirements in respect of registration in terms of these regulations.

#### **17. Cancellation of registration**

A certificate or token of registration may at any time be cancelled.

- i. by the BHF and/or SAPAESA Inspectorate, if the proprietor
  - a. Fails to comply with any conditions and requirements imposed in terms of 12 (1) or 12 (3), or
  - b. fails to furnish the returns, particulars for information which he is required to furnish



BHF Clinical Advisory Panel against any decision made by the BHF and/or SAPAESA Inspectorate in terms of any provision of these regulations in respect of such proprietor or prospective proprietor, as the case may be, of a private ambulance service.

26. An appeal to the BHF Clinical Advisory Panel shall be lodged within 30 days of the decision appealed against having come to the knowledge of the proprietor or prospective proprietor, as the case may be, and shall clearly state.
- i. against which decision such appeal is lodged, and
  - ii. the ground on which such an appeal is lodged.

27. Any appeal in terms of these regulations lodged against the BHF and/or SAPAESA Inspectorate shall be submitted to the BHF Clinical Advisory Panel together with the reasons for the decision against which the appeal is being lodged.

28. **Offences and penalties**

Any person who –

- 1. establishes, extends, conducts, maintains, manages, controls or renders a private ambulance service which is not registered in terms of the provisions of these regulations; or
- 2. extends or makes unacceptable alterations to the vehicles of a private ambulance service after BHF accreditation without the prior written approval of the BHF and/or SAPAESA Inspectorate is the proprietor of / or is employed by a private ambulance service and who-
  - i. fails or refuses to allow the BHF and/or SAPAESA Inspectorate or any person acting on his behalf, access to such private ambulance service for the purpose of an inspection in terms of regulations; or
  - ii. fails to comply with the provisions of regulation 21 or 23
  - iii. obstructs or hinders the Inspectorate or any person acting on his behalf in the performance of his duties in terms of regulations 22 or
  - iv. who contravenes or fails to comply with such provisions.

shall be liable –

to cancellation of certificate or token registration until corrections have been made to correct the offence under consideration.

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## ACCREDITATION APPLICATION FORM

### CONFIDENTIAL

**Please could you complete the following information regarding your ambulance service and return to:**

Client Services  
Board of Healthcare Funders of S A  
P O Box 2324  
Parklands  
2121

Tel: (011) 537-0200  
Fax: 086 607 3703

Name of Service	
Physical Address of Service	
Postal Address	
Region of Operation	
Practice Number	
Telephone Numbers	
Administration	
Emergency/Control Room	
Fax	
Email Address	
Proprietor	
Manager	

#### Capability of Service (Please tick Yes or No)

Basic Life Support	Yes	No
Intermediate Life Support	Yes	No
Advanced Life Support	Yes	No
Neonatal Medical Care	Yes	No

#### Number of vehicles

Number of vehicles:	Number of Ambulances:	
	Number of Response cars:	
	Air Ambulance:	

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**Qualification of staff:**

Supervising Medical Doctor: None / if yes how many Respective names and HPCSA Registration Numbers	
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ALS only Responding Medical Doctor: None / if yes how many Respective names and HPCSA Registration Numbers	
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**Staff (Validity confirmed with respective authorising/registering organisations)**

	Numbers
State Registered Nurse: I.C.U	
State Registered Nurse: Neonatal	
Paramedic i.e. CCA/Dip.AEC	
Ambulance Emergency Assistant	
Basic Ambulance Assistant	
First Aid Level	

**Please attach list of names and respective HPCSA/SANC Registration Numbers.**

Are you registered with your Provincial Administration as an Ambulance Service	Yes	No
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**Areas covered by your service:**

Cities/Town

\_\_\_\_\_

Regions:

\_\_\_\_\_

Provinces:

\_\_\_\_\_

Do you have any other branches: If <b>YES</b> please attach list of branch location and telephone numbers.	Yes	No
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## Banking Details Verification Form

**To: BHF Client Services**

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

I/ We authorise medical schemes and their administrators to pay any amounts which accrue to me / us to the credit of my / our account into the below mentioned bank account.

Service Providers are requested to complete and submit this form via registered mail to:  
BHF Client Services, PO Box 2324, Parklands, 2121.

**Please ensure that the form is endorsed by the relevant bank by obtaining a bank stamp in the space provided below.**

<b>Practice Name</b>																				
<b>Name of Bank</b>																				
<b>Name of Branch</b>																				
<b>Account Name</b>																				
<b>Branch Code</b>																				
<b>Account Number</b>																				
<b>Type of Account</b>	Current	Savings	Transmission																	
<b>New Account</b>	Yes	No																		
If yes, state date on which account became effective (dd/mm/yyyy)																				
D	D	M	M	Y	Y	Y	Y													
<b>Provider's Initials &amp; Surname</b>							<b>Authorised Signature</b>													
<b>Bank account particulars certified as correct</b>		<b>Name of Bank Official</b>					<b>Signature Of Bank Official</b>													
<b>YES</b>	<b>NO</b>																			
<b>BANK STAMP</b>																				

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## Declaration

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

I duly authorise the Board of Healthcare Funders of Southern Africa (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 and/or Marketing 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 to the annual fee, as determined by BHF, towards the maintenance and running of the PCNS for the period that my practice number remains active.

I acknowledge that failure to renew 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.

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**SIGNATURE OF APPLICANT**

---

**DATE**

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**FULL NAME AND SURNAME OF SIGNATORY**

### BASIC LIFE SUPPORT SERVICE

This level of care involves the transportation of patients who may require medical assistance up to and including Basic Assistant level.

#### SPECIFIC REQUIREMENTS

##### Vehicle type:

1.	The vehicle shall be modified, adapted and configured to resemble an ambulance enabling accommodation of at least one stretcher patient.	Yes
2.	The vehicle shall be registered as an 'Ambulance' with the relevant authorities according to existing Acts, ordinances or regulations.	Yes
3.	The vehicle shall be clearly marked as an 'Ambulance' on the front and rear with a sign board whose minimum size shall be 600mm x 150 mm.	Yes
4.	Red warning lights and/or sirens must be attached to the registered ambulance.	Yes
5.	The vehicle shall be fitted with radio or telephonic communication so as to provide continuous communication with the ambulance's control room.	Yes
6.	The vehicle must be fitted with a fire extinguisher.	Yes

##### Equipment:

4 x Adult Oxygen Masks providing at 40% inhaled oxygen and tubing	Yes
2 x Adult oxygen nebuliser masks	Yes
Ambulance stretcher with straps and mattresses with 'body elevation' facility with appropriate fixation device	Yes
Antiseptic Solution - 100ml or equivalent	Yes
1 x Bag-Valve-Mask Reservoir Resuscitator (Adult) with a range of transparent masks	Yes
3 x 75mm Bandages Elasticised	Yes
2 x 100mm Bandages Elasticised	Yes
1 x Blanket, sheet and pillow	Yes
Blood glucose monitoring strips	Yes
Case Book or patient record sheet	Yes
1 x Entonox cylinder	Yes
1 x Fire Extinguisher	Yes
Full set cervical collars	Yes
Gauze swabs	Yes
Gloves (disposable), various sizes	Yes
Glucometer	Yes
Glucose powder or gel, 25mg minimum	Yes
1 x Kendrick Extrication device	Yes

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1 x Long Spine Board or equivalent with straps	Yes
1 x Lower extremity traction splint (eg. Trac 3/Thomas Tarangua etc)	Yes
1 x Maternity Pack	Yes
2 x Nasal cannula, with tubing, for oxygen	Yes
Nitrous oxide 50% / oxygen 50% premix apparatus complete with delivery device	Yes
1 x 200 ml Normal Saline	Yes
2 x Oropharyngeal airway No. 0	Yes
2 x Oropharyngeal airway No. 00	Yes
2 x Oropharyngeal airway No. 000	Yes
2 x Oropharyngeal airway No. 1	Yes
2 x Oropharyngeal airway No. 2	Yes
2 x Oropharyngeal airway No. 3	Yes
Oxygen supply, providing 30 minutes of oxygen at 15 liters per minute minimum i.e. 1 fixed 10 litre O <sub>2</sub> cylinder and gauge minimum; 1 portable 2 litre O <sub>2</sub> cylinder and gauge minimum	Yes
1 x Paediatric BVM with Reservoir and range of masks	Yes
2 x Paediatric oxygen masks providing at 40% inhaled oxygen and tubing	Yes
1 x Pair scissors	Yes
1 x Pupil Torch	Yes
Range of sterile Syringes and Hypodermic needles	Yes
Range of hard and soft suction catheters	Yes
Regurgitation Bags or receiver	Yes
2 x Rolls Adhesive Tape	Yes
1 x Scoop Stretcher	Yes
1 x Set Head Blocks	Yes
1 x Short Spine board or equivalent with straps	Yes
1 x Space Blanket	Yes
1 x Sphygmomanometer with adult cuff	Yes
1 x Spider Harness	Yes
6 x Splints - long (leg) i.e. rigid support material e.g. cardboard, metal, vacuum, wood, plastic etc	Yes
4 x Splints - short (arm)	Yes
1 x Stethoscope	Yes
1 x Suction apparatus (hand, foot or battery operated)	Yes
Waste Disposal Facility and Sharps Container	Yes
1 x Water Bottle	Yes
5 x Wound dressing - 100mm x 100mm	Yes

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1 x Wound dressing - extra-large (254mm x 762mm)	Yes
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**Personnel for Basic Life Support Ambulance**

**PLEASE NOTE: ALL PERSONNEL MUST BE IN THE FULLTIME EMPLOY OF THE SERVICE**

- Two (2) BAA
- Two (2) AEA

**MANAGER**

NAME	COUNCIL NUMBER	CONTACT DETAILS

**BAA**

NAME	COUNCIL NUMBER	CONTACT DETAILS

**AEA**

NAME	COUNCIL NUMBER	CONTACT DETAILS

The Owner/Manager of the service must be involved in the service in a full time capacity, and with a minimum qualification of a registered AEA, (for BAA supervision).

**Care Training**

All staff members are required to have valid PDP's.

The ambulance crew must be dressed in an appropriate uniform.

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## Bank Debit Order Instruction

Please be advised that there is an annual practice code number renewal fee payable before the 31<sup>st</sup> of March each year. Should you wish to activate a debit order instruction for the practice number renewal fee, please complete and fax to 086-607-3988 or e-mail [SenzoB@bhfglobal.com](mailto:SenzoB@bhfglobal.com) **Please note that incomplete forms will not be accepted.**

### Provider details

Date: \_\_\_\_\_ Service Provider: \_\_\_\_\_

Name: \_\_\_\_\_ Practice number: \_\_\_\_\_

Business Physical Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Bank details for debit order transaction purposes only

The details of my/our account are as follows:

Bank Name: \_\_\_\_\_ Branch Name: \_\_\_\_\_

Branch Code: \_\_\_\_\_ Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type: \_\_\_\_\_

***In the case of an incorporated practice or a group practice, please ensure that the signatures of all the partners are also reflected below.***

Initial & Surname	Authorised Signature
Initial & Surname	Authorised Signature
Initial & Surname	Authorised Signature
Initial & Surname	Authorised Signature

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 applicable date):

**February 28<sup>th</sup>**

**March 31<sup>st</sup>**

This instruction may be cancelled by means of giving BHF 30 days' notice in writing, sent via registered post to the BHF offices. 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.

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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 prior to written consent of the authorised party.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

AUTHORISED SIGNATURE/S AS USED FOR SIGNING BANK CHEQUES:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

## PCNS Registration Fees

Applications will not be processed without proof of payment of PCNS registration fees.  
For security reasons, we prefer not to have cash on the premises. We therefore request that you make use of one of the payment methods listed below:

### **Cheque Payment**

Registration fee payable to:  
Address to which cheque must be sent:

**PCNS  
P O Box 2324  
Parklands  
2121**

**OR**

### **Direct Deposit**

Bank : **Nedbank**  
Branch : **The Mall of Rosebank**  
Branch code : **197705**  
Account No : **1958 518 530**  
Account Type : **Cheque account**  
Account Name : **PCNS**

**(PLEASE USE YOUR SURNAME AND COUNCIL REGISTRATION NUMBER AS A REFERENCE. PLEASE ATTACH THE PROOF OF PAYMENT TO YOUR APPLICATION FORM).**

<p>1. <b>TERMS AND CONDITIONS FOR USE OF A PRACTICE NUMBER PARTIES</b></p> <p>1.1 This Agreement is entered into by and between the Board of Healthcare Funders of Southern Africa 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</p> <p>1.2 The User as defined below; each sometimes referred to as a <b>Party</b> and collectively as the <b>Parties</b>.</p> <p>2. <b>INTERPRETATION</b></p> <p>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.</p> <p>2.2 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:</p> <p>2.2.1 <b>Agreement</b> shall mean these terms and conditions, as amended from time to time;</p> <p>2.2.2 <b>Business Day</b> shall mean any day other than a Saturday, Sunday or public holiday in South Africa;</p> <p>2.2.3 <b>Commencement Date</b> shall mean 1 April 2016;</p> <p>2.2.4 <b>Confidential Information</b> shall mean information or material proprietary to or deemed to be proprietary to the BHF, information designated as confidential by the BHF, information acquired by the User by way of the User's interactions with the BHF, the contents of and all information relating to any negotiations, discussions or transactions between the Parties, any information about or relating to the PCNS, including but not limited to the PCNS' designs, algorithms, formulae, content and/or decision making rules, all Intellectual Property of the BHF and associated material and documentation including information contained therein, the know-how relating to the fields of activity within which the BHF operates or intends to operate, the research and development in which the BHF is involved and the philosophy and general approach to business of the BHF, techniques and contractual arrangements of the BHF, the details of the BHF's relationship with third parties, the names of the BHF's current or prospective business associates and members and their requirements, the membership and business contracts of the BHF, details of the BHF's financial structure and business activities, the marketing, pricing in other policies of the BHF as well as all other matters or information which relates to the business or intended business of the BHF, irrespective of whether the format thereof which was disclosed in writing, verbally or otherwise by the BHF to the User and/or the User's representatives, and any other information which is disclosed by the BHF to the User and/or 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;</p> <p>2.2.5 <b>Intellectual Property</b> shall include trade names, trade marks, designs, know-how, copyright, goodwill, trade dress, trade secrets and proprietary information whether or not capable of registration and whether registered or not;</p> <p>2.2.6 <b>Fee</b> shall mean the annual fee payable by the User for use of the Practice Number;</p> <p>2.2.7 <b>Members</b> shall mean medical aid scheme, as defined in the Medical Aid Schemes Act, 1998, that is a member with the BHF;</p> <p>2.2.8 <b>PCNS</b> 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;</p> <p>2.2.9 <b>Practice Number</b> shall mean the number allocated by the BHF to a User for purposes of <i>inter alia</i> identifying such User on the PCNS;</p> <p>2.2.10 <b>Signature Date</b> shall mean the date of the Party last signing this Agreement; and</p> <p>2.2.11 <b>User</b> 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;</p> <p>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.</p> <p>2.4 Unless inconsistent with the context, an expression which denotes:</p> <p>2.4.1 any one gender includes the other gender;</p> <p>2.4.2 a natural person includes an artificial person and <i>vice versa</i>; and</p> <p>2.4.3 the singular includes the plural and <i>vice versa</i>.</p> <p>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.</p> <p>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.</p> <p>2.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.</p> <p>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 that term has not been defined in this interpretation clause.</p> <p>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 <i>eadem generis</i> rule shall not be applied in the interpretation of such general wording or such specific example or examples.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>3. <b>INTRODUCTION</b></p> <p>3.1 The BHF has developed the PCNS in order to facilitate the procedure in terms of which the Members make payments to Users.</p> <p>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.</p> <p>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.</p> <p>4. <b>COMMENCEMENT AND DURATION</b></p> <p>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.</p> <p>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.</p> <p>4.3 The User may at any time terminate this Agreement by giving the other Party written notice of termination of this Agreement.</p> <p>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.</p> <p>5. <b>USE OF THE PRACTICE NUMBER</b></p> <p>5.1 The User shall use the Practice Number exclusively for purposes related to the provision of medical services, including but not limited to the submission of reimbursement claims to Members and the processing thereof in respect of services rendered by the User to members of the Members, and such other purposes as may be agreed to by the BHF in writing from time to time.</p> <p>6. <b>FEES</b></p> <p>6.1 The User shall pay to the BHF the Fee in the amount of <b>R263.16</b> (excluding Value-Added Tax) on or before <b>31-March</b> in every calendar year. The Fee shall be subject to an annual escalation as determined by the BHF Board of Directors.</p> <p>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.</p> <p>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. 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.</p> <p>7. <b>SUPPORT</b></p> <p>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.</p> <p>7.2 Support shall be given during the hours of 08h00 to 16h30 on Business Days.</p>	<p>8. <b>OBLIGATION OF THE USER</b></p> <p>8.1 The User undertakes:</p> <p>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;</p> <p>8.3 to use the Practice Number exclusively for such purposes as set out in clause 0;</p> <p>8.4 not to reproduce, copy and/or disclose any part of the PCNS for purposes other than those set out in clause 0 without the BHF's prior written consent;</p> <p>8.5 not to allow any third party who does not have a Practice Number to log onto the PCNS with the User's login details, and/or to use the PCNS on behalf of the User, unless such third party is duly authorised by the User to use the User's Practice Number for the purposes as set out in clause 0;</p> <p>8.6 not to allow any fraudulent use of the User's Practice Number;</p> <p>8.7 to immediately notify the BHF of any unauthorized use of the User's Practice Number;</p> <p>8.8 to immediately notify the BHF of any security breach of the User's profile on the PCNS;</p> <p>8.9 to supervise and control the use of the Practice Number in accordance with the terms of this Agreement;</p> <p>8.10 to make use of the necessary communications equipment required for accessing the PCNS;</p> <p>8.11 to immediately notify the BHF in writing of any problems that the User may experience while using the PCNS; and to ensure that the User's information on the PCNS is always current and updated.</p> <p>9. <b>LIMITATION OF LIABILITY</b></p> <p>9.1 To the extent permitted by law, and except to the extent set out elsewhere in this Agreement, the BHF shall not be liable to the User for any loss, damage, cost, expense or penalty (including consequential loss or special damages) (Losses) whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the use of the Practice Number and/or PCNS or otherwise. The User hereby indemnifies and holds the BHF and its employees and contractors harmless against all such Losses.</p> <p>10. <b>PERSONAL INFORMATION</b></p> <p>10.1 The User consents to the BHF processing all such personal information relating to the User that is necessary for the proper running and functioning of the PCNS, and authorizes the BHF to share such personal information with the Members and/or other third parties, in accordance with and for such purposes allowed for by the Protection of Personal Information Act, 2013.</p> <p>11. <b>WARRANTIES</b></p> <p>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.</p> <p>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.</p> <p>12. <b>INTELLECTUAL PROPERTY</b></p> <p>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.</p> <p>12.2 The User:</p> <p>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; 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;</p> <p>12.2.2 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.</p> <p>12.3 To the extent that the User makes and/or suggest 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.</p>
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DIRECTORS: Executive K Mothudi (Managing), Non-Executive: A Hamdulay (Chairman), A Fourie-Van Zyl, G Goolab, I Isdale, Y Mabule, O Mahanjana, V Memela, H Nhlapo, C Raftopoulos, S Sanyanga (Zimbabwe), H Stephens, C Schafer (Namibia), T Moumakwa (Botswana), N Nyathi, M Mahlaba, M Bayley, SA Matsoso (Lesotho).



<p>13. <b>CONFIDENTIAL INFORMATION</b></p> <p>13.1 The User acknowledges that the Confidential Information constitutes a valuable, special and unique asset proprietary of the BHF.</p> <p>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.</p> <p>13.3 The User undertakes that it will not use the Confidential Information in any manner whatsoever including, without limitation, any use with the intention or effect of depriving the BHF of any fees, consideration, profit or other remuneration that would reasonably be expected to be derived from the use of the Confidential Information, except as allowed for in this Agreement and/or with prior specific agreement and consent being obtained from the BHF in writing, and will take all steps necessary to procure that its employees, professional advisors, agents and consultants comply with this provision.</p> <p>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.</p> <p>13.5 The User undertakes not to:</p> <p>13.5.1 copy, reproduce or adapt the Confidential Information in any manner or form;</p> <p>13.5.2 develop anything similar to the Confidential Information; and/or</p> <p>13.5.3 register any intellectual property that pertains to or is based on the Confidential Information or anything similar thereto.</p> <p>13.6 The obligations of the User pursuant to the provisions of this Agreement shall not apply to any information that:</p> <p>13.6.1 is disclosed by the User to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time, provided that in these circumstances, the User shall advise the BHF to take whatever steps it deems necessary to protect its interests in this regard provided further that the User will disclose only that portion of the information which it is legally required to disclose and the User will endeavour to protect the confidentiality of such information to the widest extent possible in the circumstances; and</p> <p>13.6.2 is disclosed to a third party pursuant to the prior written consent of the BHF;</p> <p>14. <b>BREACH AND TERMINATION</b></p> <p>14.1 Should any Party (the Defaulting Party) commit a breach, other than a material breach, of any of the provisions of this Agreement, then any other Party (the Aggrieved Party) shall be entitled to require the Defaulting Party to remedy the breach within 5 (five) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law.</p> <p>14.2 The BHF may immediately terminate this Agreement at any time by giving written notice of such termination to the User if:</p> <p>14.2.1 the User is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation/sequestration (whether provisional or final) or under business rescue or under receivership or under the equivalent of any of the foregoing;</p> <p>14.2.2 a final and unappealable judgement against the User remains unsatisfied for a period of 10 (ten) Business Days or more after it comes to the notice of the User;</p> <p>14.2.3 the User makes any arrangement or composition with its creditors generally or ceases to carry on business;</p> <p>14.2.4 ceases to render medical services and/or becomes unauthorized to, or disqualified from providing medical services.</p> <p>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.</p>	<p>15. <b>FORCE MAJEURE</b></p> <p>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 termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.</p> <p>16. <b>CESSION AND DELEGATION</b></p> <p>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.</p> <p>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.</p> <p>17. <b>ADDRESSES</b></p> <p>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 <i>Domicilium citandi et executandi</i> (Domicilium) at which all documents in legal proceedings in connection with this Agreement must be served.</p> <p><b>The BHF</b> <i>Domicilium</i> and Postal address Lower Ground Floor South Tower 160 Jan Smut -Cnr. Tyrwhitt Ave Rosebank 2096 Contact No: 011 537 0200 Email: <a href="mailto:Clientservices@bhfglobal.com">Clientservices@bhfglobal.com</a></p> <p><b>The User</b> As recorded in the PCNS.</p> <p>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.</p> <p>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:</p> <p>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</p> <p>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.</p> <p>17.4 Any notice to a Party contained in a correctly addressed envelope; and</p> <p>17.4.1 sent by prepaid registered post to it at its chosen address in clause 17.1; or</p> <p>17.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address in clause 17.1;</p> <p>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.</p> <p>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.</p>	<p>17.7 Notwithstanding anything to the contrary contained in this clause 0, 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.</p> <p>18. <b>DISPUTE RESOLUTION</b></p> <p>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 the either Party shall be entitled to institute any proceedings against the other Party in any court of competent jurisdiction.</p> <p>19. <b>MUTUAL SUPPORT</b></p> <p>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.</p> <p>20. <b>AUTHORITY</b></p> <p>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.</p> <p>21. <b>GOVERNING LAW</b></p> <p>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.</p> <p>22. <b>COSTS</b></p> <p>Each Party shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.</p> <p>23. <b>GENERAL</b></p> <p>23.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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