

ADMISSION FORM

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IMPORTANT NOTICE

1. **Please read all of the terms of this admission form carefully. By signing this admission form you indicate that you acknowledge, understand and agree to be bound by its terms. This admission form sets out the basis upon which you will be admitted to and will receive goods or services from the Hospital.**
2. It is very important that you understand what you are signing. Certain clauses have been typed in bold to draw your attention to them. If there are any clauses that you do not understand, please ask the admissions clerk for assistance. This admission form must be signed before you can be admitted to the Hospital.
3. Please note that there are clauses that:
 - 3.1 limit your rights and/or limit the liability of the Hospital (clauses 2.2, 4, 5, 6.1, 9, 10 and 13); by your signature below, you acknowledge that you have read, understood and clarified these clauses with the admissions clerk, or other relevant Hospital personnel. You acknowledge and accept that you have the right to seek legal advice on the provisions of this admission form should you so wish;
 - 3.2 require you to acknowledge certain facts (clauses 2.2, 2.3, 8, 13, 15.2, 18 and 19); by your signature below, you acknowledge that you have read, understood and clarified these clauses with the admissions clerk, or other relevant Hospital personnel. You acknowledge and accept that you have the right to seek legal advice on the provisions of this admission form should you so wish;
 - 3.3 require you to take on certain risks or liability (clauses 2.2, 2.3, 3.4, 4, 5, 6.1, 9, 12 and 18); by your signature below, you acknowledge that you have read, understood and clarified these clauses with the admissions clerk, or other relevant Hospital personnel. You acknowledge and accept that you have the right to seek legal advice on the provisions of this admission form should you so wish;
 - 3.4 require you to indemnify the Hospital (clause 10.2 and 18);
 - 3.5 notify you of risks associated with access to the Hospital and its facilities (clause 8, 12 and 18); by your signature below, you acknowledge that you have read, understood and clarified these clauses with the admissions clerk, or other relevant Hospital personnel. You acknowledge and accept that you have the right to seek legal advice on the provisions of this admission form should you so wish;
 - 3.6 address how your Personal Information may be collected, used and Processed by the Hospital and its Affiliates (clause 7); by your signature below, you acknowledge that you have read, understood and clarified these clauses with the admissions clerk, or other relevant Hospital personnel. You acknowledge and accept that you have the right to seek legal advice on the provisions of this admission form should you so wish.

TERMS AND CONDITIONS OF ADMISSION

1 INTERPRETATION

- 1.1 **“Patient”** the person being admitted to the Hospital, who signs below;
- 1.2 **“Payer”** the Patient or the person or entity paying the Hospital charges on behalf of the Patient, who signs below;
- 1.3 **“Guardian”** the parent or legal Guardian of a minor Patient, who signs below;
- 1.4 **“Medical Aid”** any medical aid, medical benefit scheme or similar fund or insurer to which the Patient belongs, either as a principal member or dependant;
- 1.5 **“Patient Data Form”** a form completed by the Patient, Payer or Guardian, setting out personal details and information required by the Hospital for the purposes of the Patient’s admission to the Hospital.
- 1.6 **“Personal Information”** has the meaning ascribed to the term in Section 1 of POPIA, and includes special Personal Information (such as your health information) and the Personal Information of children, where the Patient is a child;
- 1.7 **“POPIA”** the Protection of Personal Information Act, No 4 of 2013, as amended or re-enacted from time to time;
- 1.8 **“Processing”** has the meaning ascribed to the term in Section 1 of POPIA and **“Process”** or **“Processed”** will have the same meaning;
- 1.9 **“Affiliate”** in relation to the Hospital, means all Lenmed companies which directly or indirectly Control, or are Controlled by, or are under common Control with, the Hospital or its successors-in-title from time to time, and will include all legal entities within the Lenmed Group of companies. The medical specialists, emergency unit, radiology and pathology practices, and other healthcare providers and healthcare practices providing services at the Hospital are not the employees or agents of the Hospital, and do fall within this definition of “Affiliate”.

2 FEES, CHARGES, COST ESTIMATES AND QUOTES

- 2.1 The Patient and the Payer agree that the amount charged will be charged at the relevant Hospital rate, either for private patients or for patients covered by Medical Aid. These rates are available from the Hospital on request. If the Patient is covered by Medical Aid, but for some reason the Medical Aid does not pay or short pays, the Patient or Payer, where the Payer is not the Medical Aid, agrees that private rates will be charged in respect of that portion of any charge not paid by Medical Aid.
- 2.2 The Hospital may provide the Patient with a quotation or estimate. The Patient and Payer acknowledge that these quotations or estimates are based on matters that include, but are not limited to, the estimated time that the Patient will spend in theatre or in any of the wards, the medicine or dressings prescribed or requested, including any prosthetics provided and the services required of the Hospital as a result of the treatment prescribed by a medical practitioner. These quotations or estimates are not binding on the Hospital. While the Hospital endeavours to estimate the charges as accurately as possible, the quotation or estimate is subject to change depending on, for example, but not limited to, the actual treatment provided, the length of the Patient’s stay in the Hospital, and any additional charges that may arise out of the Patient’s treatment as determined by the Patient’s medical practitioner/s.
- 2.3 Accordingly, the Patient and Payer acknowledge that the actual charge will be the relevant Hospital rate in relation to the services actually rendered and/or goods supplied by the Hospital, and that this amount may exceed the quotation or estimate given by the Hospital.

3 INVOICING, ACCOUNTS AND PAYMENT

- 3.1 Any accounts received from or amounts owing to the Hospital relate only to services and/or goods provided by the Hospital, including the pharmacy situated in the Hospital (“the Pharmacy”). This includes, for example, accommodation, ward and theatre time and consumables such as medicines and prosthetics. This is not an exhaustive list. The charges do not relate to the goods and/or services provided by any third party supplier not related to the Hospital or the Pharmacy. These include, but are not limited to, any doctors’ fees, pathology fees, radiology fees, ambulance transportation fees, blood test fees, x-rays or any other services supplied by a third party to the Patient, the Payer, Medical Aid, or any other party paying on behalf of the Patient, whether or not provided to the Patient on the Hospital’s premises. These third party charges will be payable over and above the Hospital charges.
- 3.2 The Patient/Payer consents to the Hospital, invoicing the Patient for the medicines supplied to the Patient by the Pharmacy.
- 3.3 The Hospital reserves the right to require advance payment of any amounts which may become owing to it, particularly, but not limited to, in instances where the Patient is admitted as a result of a motor vehicle accident or occupational injury and may institute a claim for payment of his/her medical expenses in terms of any applicable legislation. If such a claim is made, then the Patient or Payer, as the case may be, undertakes to pay all or part of any amounts, which may become payable to the Hospital in respect of the hospitalisation, treatment of and other services rendered or to be rendered, and goods supplied or to be supplied to the Patient.
- 3.4 If the Hospital does not require advance payment, the Patient or Payer, as the case may be, undertakes to pay all amounts due to the Hospital on discharge of the Patient (if a private patient), or if the Hospital’s account is not settled within 60 (sixty) days by Medical Aid, the Compensation Commissioner, Road Accident Fund or other insurer or statutory body on behalf of the Patient, for any reason whatsoever, including but not limited to short payment. The Patient or Payer, as the case may be, must pay the Hospital’s account within 7 (seven) days of receipt of a written demand from the Hospital.
- 3.5 Where Medical Aid was due to pay on behalf of the Patient but for any reason whatsoever does not do so, the Hospital reserves the right to amend the account to reflect private rates, which the Patient or Payer, as the case may be, shall pay.
- 3.6 Should the Patient not pay any amount due to the Hospital on the due date for payment, the Hospital shall be entitled to recover, in addition to the amount due, all legal and other costs incurred in recovering the payment from the Patient or Payer, as the case may be.

4 PROSTHETIC ITEMS

- 4.1 While every effort is made by the Hospital to assist the Patient in obtaining authorisation and confirming benefits from Medical Aid, it is ultimately the responsibility of the Patient to obtain the necessary authorisation from Medical Aid and confirm the limits for payment for the provision of prosthetics or other medical devices or any other related amounts.
- 4.2 All medical aids have limits on prosthetic and medical device items including, but not limited to, cardiac stents, cardiac valves, pacemakers, joint replacements, spinal instrumentation. Should a patient exceed any applicable funding limit, the Patient or Payer acknowledges that he/she/it will be responsible for payment of any balance or excess amount due to the Hospital.

5 LAPAROSCOPIC PROCEDURES

- 5.1 Laparoscopic procedures are also referred to as minimally invasive procedures and include the performance of surgical procedures with the assistance of a video camera and several designed instruments. If the Patient’s doctor is carrying out laparoscopic surgery, the Patient must confirm with his/her Medical Aid whether the procedure is covered by Medical Aid and if so, whether or not there is a limit on the amount paid by the Medical Aid. Not every Medical Aid covers the costs, in whole or in part, of laparoscopic surgery.

- 5.2 Where a Patient's Medical Aid does not cover the costs, in whole or in part, of a laparoscopic procedure, then the Patient or Payer, as the case may be, is responsible for payment to the Hospital of either the full account (if not covered) or the balance or excess billed by the Hospital and not paid by Medical Aid.

6 QUERYING ACCOUNTS

- 6.1 If the Patient or Payer or the Medical Aid wishes to query any account, they must do so in terms of this clause 6. The effect of this clause is that unless the account is queried in accordance with clause 6, the relevant party will remain liable for payment of the account in full.
- 6.2 In order to query or dispute any amount owing to the Hospital, the Patient, Payer or Medical Aid must, in good faith, refer to specific line item/s in the account, clearly state and substantiate the reason/s for the query or dispute. The query must be set out in writing and sent to the supervisor of the Hospital where the particular services were rendered to the Patient by registered mail, faxed, or delivered by hand and duly stamped as received by the Hospital, within 20 (twenty) calendar days of the date of the invoice or account in question.
- 6.3 Where a query or dispute is lodged with the Hospital, the Hospital will investigate the query and decide on the most appropriate course of action to follow in order to deal with the query.

7 PROCESSING OF PERSONAL INFORMATION AND PATIENT RECORDS

- 7.1 The Hospital and its Affiliates are committed to protecting the confidentiality and privacy of the Personal Information it Processes. **The Privacy Notice, located on the Lenmed website [here](#), sets out the details of how the Hospital and its Affiliates may use and Process the Patient's Personal Information. The Patient is required to view the full Privacy Notice, as set out on the Lenmed website, and hereby acknowledges that he/she has read and understood the contents of this Privacy Notice.** Additional details regarding the contents of the Privacy Notice and how to access or locate it can be provided to the Patient by the admission clerk at the Hospital on the Patient's request.
- 7.2 In Processing the Patient's Personal Information for the purposes set out in clause 7.3 below, the Hospital and its Affiliates will be required to collect and Process Personal Information about the Patient. This Personal Information:
- 7.2.1 will include the Patient's health/medical information and other Personal Information that POPIA classifies as special Personal Information, which will be necessary to provide the Patient with treatment and care;
- 7.2.2 will, where the Patient is a child (under the age of 18 years), include the Processing of the child's Personal Information, health/medical information and other special Personal Information of the child, which will be necessary to provide the child with treatment and care;
- 7.2.3 may include (but will not be limited to) both clinical and non-clinical Personal Information about the Patient; any and all Patient records (or copies thereof); any and all photographs or images that may be taken of the patient or the patient's wounds while receiving treatment and care; pathology and radiology reports and results, results of any medical investigations conducted, and patient records (or copies thereof) from pathologists, radiologists and/or attending or referring doctors that are conducted during the Patient's admission at the Hospital and that were conducted within a 12 (twelve month period) prior to the Patient's admission to the Hospital; medical aid and billing information, including billing information received from all healthcare providers that are involved in the Patient's treatment and care at the Hospital;
- 7.2.4 may be collected directly from the Patient, but may also be collected from other sources, such as any attending and/or referring doctors (including the Patient's General Practitioner), any other healthcare provider (including without limitation pathologists and radiologists), the Patient's medical aid scheme (including the scheme administrator) or third party medical insurer, the relevant service providers contracted to the Hospital and/or its Affiliates and providing services at the Hospital (to the extent that they require this information in order to perform their services, such as catering services), any other medical practitioners or allied health professionals that are involved in providing the Patient with treatment and care, and any other sources that may be required for the purposes of providing the

- Patient with treatment and care, or required for the purposes as set out above and in the website Privacy Notice.
- 7.3 The Hospital and/or its Affiliates may **collect, use, share and/or generally Process** the Patient's Personal Information (including, where applicable the Patient's special Personal Information, such as health/medical information) for the following purposes:
- 7.3.1. to assess any medical treatment the Patient may require;
 - 7.3.2. to provide the Patient with appropriate treatment and care and to enable treating medical practitioners (including any attending and/or referring doctor and your general practitioner), medical practices (including radiology and pathology practices), allied health professionals and other medical persons involved in the Patient's treatment and care, to provide the Patient with appropriate treatment and care;
 - 7.3.3. to Process any claim that may be made on the Patient's behalf through his/her medical aid scheme (and the scheme's administrator) or any third-party medical insurer that the Patient has contracted with;
 - 7.3.4. to Process any medical claim that may be made by the Hospital with the Road Accident Fund (under the Road Accident Fund Act) or the Compensation Fund (under the Compensation for Occupational Injuries and Diseases Act) or any other similar body, in relation to the Patient's treatment and care;
 - 7.3.5. to comply with all legislative and legal requirements placed on the Hospital and/or its Affiliates, which may include, but not be limited to, legislative reporting and document retention periods and, where the law requires, that information regarding certain diseases be notified to the authorities;
 - 7.3.6. to improve the Hospital's services, the quality of care, the quality of the medical technology that we have available at the Hospital, and to manage the Hospital's relationship with the Patient, for example by asking for feedback on the services and the quality of care the Patient received or through the completion of a customer service satisfaction survey;
 - 7.3.7. to perform general administrative, operational, management and performance functions and activities relating to the operation and running of the Hospital and its Affiliates' business, and for the purposes of managing legal and operational affairs;
 - 7.3.8. for any purposes which are required or authorised by law;
 - 7.3.9. for reporting (including but not limited to efficiency management and reporting), statistical, analytical, research and historical purposes;
 - 7.3.10. for credit checking or credit reporting purposes (through a credit bureau), in order to assist the Hospital's decision to provide services to the Patient or to report on the Patient's slow or non-payment of his/her accounts to any third party. The Patient consents to Hospital and/or its Affiliates Processing his/her Personal Information in this manner and contacting the relevant credit bureau's and agrees to sign such further documentation as may reasonably be required by the Hospital;
 - 7.3.11. for all other purposes set out in the Privacy Notice located on the Lenmed website.
- 7.4 The Hospital and/or its Affiliates may also collect, use, share and/or generally Process Personal Information or data, including health information that has been de-identified and/or aggregated, for example statistical or demographic data, for any purpose. In certain circumstances this aggregated or de-identified data may also be commercialised. Aggregated or de-identified data is not considered Personal Information in terms of POPIA, as this information is de-identified and does not, directly or indirectly, reveal the Patient's identity.
- 7.5 In providing the Patient with appropriate treatment and care it is **important to note** that:
- 7.5.1. some of the Patient's Personal Information, including where necessary health/medical information, will be displayed on information boards that appear in the ward where the Patient is admitted, or above the Patient's bedside. While the Hospital will take all reasonably practical steps to minimise the personal and health/medical information displayed in the wards, the personal and health/medical information that is displayed on these information boards is critical, essential and necessary for the proper treatment and care of the Patient;
 - 7.5.2. in circumstances where it is necessary to provide you with treatment and care, nursing staff may be required to take photographs of the Patient or the Patient's wounds and share these photographs with

one or more of your treating medical practitioners through the use of Hospital approved mobile applications, which may include but not limited to WhatsApp. This would be necessary to enable your treating medical practitioner to properly manage your treatment and care and is in the Patient's legitimate interest. WhatsApp messages are confidential and protected by end-to-end encryption in the WhatsApp application, and the appropriate measures have been put in place at the Hospital to ensure the privacy and confidentiality of the photographs taken and shared in this manner.

- 7.6 All Patient records remain the property of the Hospital and will be retained for a period of 5 (five) years or such other period as may be required by law and/or determined by the Hospital due to its business needs.
- 7.7 Additional matters relating to the disclosure and retention of Personal Information, the Patient's rights in terms of POPIA and the complaints process for reporting any complaint the Patient may have regarding the use and Processing of the Patients Personal Information are set out in the Privacy Notice located on the Lenmed website.

8 RISKS INHERENT WITH ADMISSION TO THE HOSPITAL

- 8.1 Subject to clause 9.1, due to the nature of the services rendered by and at the Hospital, admission to the Hospital may result in the Patient being exposed to activities or facilities that subject the Patient to risks that are of an unusual nature, the presence of which the Patient may not have expected, or which could result in injury or death. Admission to the Hospital and the Patient undergoing any treatment or procedure has inherent risks including illness, injury or even death.
- 8.2 The Patient acknowledges that the risks specifically relating to the reason for his/her admission to the Hospital have or will be explained to him/her by his/her doctor.

9 LIMITATION OF LIABILITY

- 9.1 **Unless a claim arises out of harm suffered from goods supplied to the Patient, in terms of section 61 of the Consumer Protection Act, 2008 or any gross negligence of the Hospital, the Hospital and its directors, officers and employees will not be liable to the Patient, the Payer, the Patient's estate or dependants or Medical Aid for any injury, illness, cost whether direct or consequential, expense, harm, loss (including consequential loss and loss of profits), or damage (collectively referred to as "Loss") of any nature whatsoever that the Patient may sustain or suffer as a result of his/her presence in and/or treatment received at the Hospital**
- 9.2 The Patient agrees that given the inherently risky nature of the services rendered by the Hospital, limiting the Hospital's liability for Loss, injury and illness is justified and reasonable in the circumstances, and the Patient acknowledges that he/she has freely and voluntarily entered into this Agreement, accepting the terms and conditions of the Hospital's limitation of liability.
- 9.3 **The medical specialists, emergency unit, radiology and pathology practices, and other healthcare providers providing services at the Hospital are not the agents of the Hospital. They contract with and render services to the Patient independently of the Hospital. The Hospital is not liable for any Loss arising from any act or omission of those doctors, or other healthcare providers.**

INITIALS:

10 PATIENT'S POSSESSIONS

- 10.1 The Hospital will not be liable for the loss of any personal possessions of the Patient or any person visiting the Hospital. The Hospital will not accept liability for safe keeping any personal possessions of the Patient. The Patient must not leave any personal possessions unattended during surgeries or other procedures and must ensure that all personal possessions have been given to family members or other responsible parties appointed by the Patient for safekeeping. The Patient may not hand any personal possessions to any employee or agent of the Hospital.
- 10.2 Neither the Hospital nor any of its employees, directors or agents will be liable for any cost, expense, theft, Loss or damage to any of the Patient's personal possessions arising from the Patient's failure to comply with clause 10.1 or any loss of or damage to any of the Patient's personal possessions (including, but not limited to, the loss

of cash or money) that are left unattended. The Patient hereby indemnifies the Hospital and its employees, directors or agents against any liability, action, proceedings, costs, claims and demands arising directly or indirectly from any loss or damage to the Patient's personal possessions or the Patient's failure to comply with the provisions of clause 10.1 above.

11 HOSPITAL RULES

- 11.1 The Patient agrees to abide by any Hospital policy with regard to any rule that is enforced for the protection and care of its patients, such as "no smoking" other than in designated areas.

12 CONSENT TO BLOOD AND HIV TESTS

- 12.1 The Patient agrees that a blood test or any other medical examination, including a test for HIV, the Aids virus and/or Hepatitis B may be performed on him/her if it is regarded as necessary or advisable by the Hospital, in the interests of the health and safety of the Hospital employees or of other Patients admitted to the Hospital. The Patient consents to these tests or examinations and to the taking of a blood specimen from the Patient should this be necessary.
- 12.2 The Patient will be responsible for the costs of these blood tests or examinations. The results of these blood tests or examinations will be dealt with on a confidential basis by the Hospital and will be made known only to the Patient, the Patient's Medical Aid and/or the Patient's doctor and attending healthcare providers, subject to the Patient's prior written consent, which the Patient by his/her signature hereunder grants. While the Hospital takes all necessary precautions, there are risks of injury and death as a result of blood tests and to which clause 12.1 above thus applies.

13 BODY PARTS AND TISSUE

- 13.1 The Patient acknowledges that the Hospital must suitably dispose of any body parts or human tissue removed from a Patient during any procedure performed at the Hospital. Once any body part or human tissue has been removed from the Patient, the Patient waives all rights that the patient may have in regard to any human tissue or body part removed from him/her in the Hospital and authorises the Hospital and its employees and agents to dispose of that human tissue or body part in any such manner as they may deem fit and subject to any applicable law, including destruction of such human tissue or body part. Please note that "body part" or "human tissue"; in the case of a female patient, includes a foetus.
- 13.2 Should the Patient wish to retain any body part or human tissue, the Hospital must be specifically informed of this in writing on the Patient's admission to the Hospital and the Hospital reserves that right to refuse this request in the Hospital's sole discretion, acting reasonably and subject to any applicable law.

14 RELEVANT LAW AND JURISDICTION

- 14.1 The Patient and Payer consent to the jurisdiction of the appropriate Magistrate's court in respect of all actions or other proceedings arising out of this admission form and in respect of any matter arising from the Patient's stay or treatment in the Hospital irrespective of the amount involved.
- 14.2 This agreement, constituted by the signing of this admission form as well as any legal proceedings taken by or against the Patient or Payer, as the case may be, arising from the Patient's stay or treatment at the Hospital, must be interpreted in accordance with and be subject to the laws of the Republic of South Africa.
- 14.3 The Patient or Payer, as the case may be chooses as their domicilium citandi et executandi ("Domicilium") for purpose of all actions or other proceedings arising out of this admission form and in respect of any matter arising from the Patient's stay or treatment in the Hospital as contemplated under clause 14.1, including the giving of any notice and the serving of any process, as the address set out in the Patient Data Form completed on admission to the Hospital or as otherwise provided by the Patient to the Hospital on admission. The Hospital's domicilium citandi et executandi ("Domicilium") for purpose of all actions or other proceedings arising out of this admission form and in respect of any matter arising from the Patient's stay or treatment in the Hospital as contemplated under clause 14.1, including the giving of any notice and the serving of any process, is 2nd Floor, Fountain View House, Constantia Office Park, Cnr 14th Avenue and Hendrik Potgieter Road, Constantia Kloof,

Johannesburg, 1709. The Patient or Payer, as the case may be, shall be entitled, from time to time, by written notice to the Hospital, to vary its physical Domicilium to any other physical address (not being a post office box) within the Republic of South Africa. Any notice given by either party to the other, which is delivered by hand, between the hours of 09h00 and 17h00 on any business day to the physical domicilium of the other for the time being shall be deemed, unless the contrary is proved, to have been received at the time of delivery.

15 CESSION OF INSURANCE PAYMENTS AND BENEFITS ETC

- 15.1 Where the Patient is covered by Medical Aid, the Medical Aid may pay the Hospital directly. The Patient cedes to the Hospital all of the Patient's right, title and interest in and to any benefits, monies and/or insurance payments due and owing to the Patient and/or for all services rendered and medicines supplied by the Hospital arising out of the Patient's admission to and treatment in or at the Hospital.
- 15.2 The Patient or Payer or both acknowledge/s that while Medical Aid may be paying on behalf of the Patient or Payer, as the case may be, the Hospital's agreement is with the Patient or Payer, as the case may be, who remains ultimately liable for payment of all amounts due to the Hospital.

16 MINOR PATIENTS

- 16.1 If the Patient is a minor (below 18 years of age) then his/her parent/s/guardian must sign this admission form, hereby accepting the terms and conditions and responsibility for payment of all amounts due and payable to the Hospital.
- 16.2 The terms and conditions in this admission form apply equally to a minor Patient's parent/s or Guardian with the necessary changes.

17 SEVERABILITY

- 17.1 All provisions of this admission form are notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this admission form which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this admission form shall remain of full force and effect.

18 COVID-19 ACKNOWLEDGMENT OF RISK AND INDEMNITY

- 18.1 Admission to the Hospital and/or undergoing any treatment or procedure at the Hospital has inherent risks including illness, injury or even death. Due to the nature of the services rendered by and at the Hospital, admission to the Hospital may result in the Patient being exposed to the SARS CoV-2 Virus, also commonly referred to as the Coronavirus or COVID-19, together with any and all related strains thereof that have and may in future arise ("COVID-19 Virus"). This is an inherent risk that exists in any Hospital and/or healthcare facility.
- 18.2 Patients admitted and being treated for the COVID-19 Virus at the Hospital hereby expressly acknowledge and understand that:
- 18.2.1 South Africa and the whole world are currently dealing with a viral pandemic of the COVID-19 Virus, and that there is no cure for the COVID-19 Virus;
- 18.2.2 As a national and global pandemic, Hospitals are experiencing an extraordinary demand on resources required for the treatment of the COVID-19 Virus, including but not limited to, hospital beds, admission availability, respiratory devices such as but not limited to ventilators, high flow oxygen devices and CPAP machines, oxygen supply availability and oxygen reticulation capacity;
- 18.2.3 Together with the attending doctors and medical practitioners at the Hospital, the Hospital will do its best provide COVID-19 Patients with the appropriate care and resources required for the treatment of the COVID-19 Virus (as set out in 18.2.2 above). However, as a result of the limited resources available at Hospitals within South Africa, the Hospital, together with the attending doctors and medical practitioners at the Hospital are required to manage the limited resources available and to follow triage guidelines for the treatment of patients with the COVID-19 Virus. The term triage is a medical term that refers to assigning

degrees of urgency to wounds and illnesses to determine the order of treatment of many patients or casualties.

- 18.2.4 The Patient therefore expressly acknowledges and understands that when being admitted to and treated at the Hospital for the COVID-19 Virus, that the level of treatment and care received by the Patient will be dependent on the availability of critical COVID-19 treatment resources at the time and that COVID-19 Patients will be assessed and triaged by the attending doctors and medical practitioners at the Hospital, together with the Hospital, based on the Critical Care Society of South Africa's triage guidelines, a copy of which can be made available to the Patient on request. This may result in certain Patients being prioritised to receive access to these critical COVID-19 treatment resources over other Patients, including access to respiratory devices, based on the triage level assigned to the Patient.
- 18.3 The Patient hereby acknowledges and agrees that, notwithstanding the provisions of clause 9.1, The Hospital, its Affiliates, directors, officers, agents, consultants, employees and/or contracted service providers will not be liable to the Patient, the Payer, the Patient's estate or dependants or Medical Aid for any injury, illness, death, cost whether direct or consequential, expense, harm, loss (including consequential loss and loss of profits), or damage (collectively referred to as "Loss") of any nature whatsoever that the Patient may sustain or suffer as a result of him/her being infected with the COVID- 19 Virus while at the Hospital and/or being treated for the COVID-19 Virus at the Hospital.
- 18.4 The Patient agrees and accepts that given the nature of the COVID- 19 Virus, the period in which persons infected with the COVID-19 Virus may be asymptomatic, the risks inherent with the treatment of the COVID-19 Virus and the extraordinary demand on critical resources required for the treatment of the COVID-19 Virus, that the Hospital's limitation of liability for any injury, death, illness and/or Loss is justified in the circumstances.

19 ACKNOWLEDGEMENTS AND UNDERTAKINGS

By signing this admission form, you acknowledge and agree that:

- 19.1 The Patient Data Form reviewed and/or completed by you will be deemed to form part of this admission form. You acknowledge that you have reviewed all of the details contained in the Patient Data Form and that all of these details are true, correct and accurate as at the date of signing this admission form.
- 19.2 Where this admission form is signed electronically, this admission form has been signed by way of an electronic signature. A copy of the signed admission form and the Patient Data Form will be emailed to you, for your records and future reference. Please let us know if you do not receive your copy by email. The provisions of the Electronic Communications and Transaction Act (ECTA), in relation to the conclusion of electronic agreements and the validity of electronic signatures, will apply to this admission form.
- 19.3 You acknowledge that have read and understood paragraph 9 of this admission form generally, and specifically sub-paragraph 9.3.
- 19.4 By signing this admission form, you agree to be bound by its terms and you acknowledge that you have read all of the terms of this admission form carefully. This admission form will be legally binding, valid and enforceable, notwithstanding that it has been concluded and signed electronically, that each page of the document has not been initialled by you and that your signature has not been verified by a witness.
- 19.5 Where this admission form has been signed on behalf of a minor child (under the age of 18), you acknowledge and confirm that you are a competent person (e.g. parent or legal guardian) authorised to sign this admission form for and on behalf of the minor child.

Signed at on the day of

PATIENT/GUARDIAN

Patient / Guardian or Payer or Person responsible for explaining the contents of this admission form to the Patient

Name

Signature / Mark of Patient

MAIN MEMBER / GUARANTOR

Name

Signature

Medical Aid Number

ID Number

WITNESS

Name

Signature