

ADMISSION FORM

ADMISSION INFORMATION Date: ____/____/____ Time: ____: ____

Date of Procedure	
Admitting Doctor	
Procedure/Diagnosis	

PATIENT INFORMATION ("Patient")

Title	Mr.		Mrs.		Miss.		Dr.		Prof.		Minor	
Surname												
First Name												
Date of Birth							ID / Passport					
Marital Status	Married:			Single:			Divorced:			Widowed:		
Religion /Denomination												
Occupation							Employer:					
Nationality							Language:					
Residential Address	Erf/Unit No:						Street Name:					
	Suburb:						Town:					
Postal Address	P. O Box:			Suburb:			Town:					
Contact Details	Work:			Home:			Cell:					
Email Address												

NEXT OF KIN ("NOK") / LEGAL GUARDIAN ("LG") (IF APPLICABLE) *

Name and Surname		
Relationship to Patient <small>(Explain fully if LG)</small>		
NOK/LG Contact	Cell:	Email:

*Delete which is not applicable

MEDICAL AID FUND INFORMATION

Medical Scheme		Type of Plan	
Member Number:		Authorisation Number	

PRINCIPAL MEMBER OF MEDICAL AID FUND ("PM")

Title	Mr.	Mrs.	Miss.	Dr.	Prof.
Surname					
First Name					
Residential Address	Unit/Unit No:			Street Name:	
	Suburb:			Town:	
Postal Address	PO Box:		Suburb:		Town:
Contact Details	Work:		Home:		Cell:
Email Address					
Identification	ID Number:			Passport No:	
Occupation				Employer:	
Address of Employer					
Relationship to Patient					

1. Terms & conditions of admission	<p>1.1 We, the undersigned being the Patient and the LG (if applicable) and the PM and the Surety (collectively the "Parties" and singularly a "Party"), hereby acknowledge that the admission of the Patient to the Lady Pohamba Private Hospital owned and operated by Lady Pohamba Private Hospital (Pty) Ltd (Reg No 2012/0751) ("the Hospital"), is subject to the terms and conditions set out below, read together with the information inserted above.</p> <p>1.2 By our respective signatures hereto and the admission of the Patient to the Hospital we declare that we are fully acquainted with and unequivocally accept the terms and conditions set out in this document ("Agreement").</p>
2. Terms of Payment	<p>2.1 The Surety together with the Patient (if someone other than the Patient) and the LG shall be liable, jointly and severally the one paying the other to be absolved, for payment of any and all fees or any balance thereof due and owing to the Hospital as a result of the Patient's admission to the Hospital. To this end the Parties warrant that they are fully acquainted with the fee/tariff structure of the Hospital (including that of the Hospital pharmacy).</p> <p>2.2 Any financial information and estimates provided to the Parties by the Hospital prior to admission of the Patient is a good faith estimate only and is not legally binding on the Hospital in the event that the estimate is exceeded, whether slightly or substantially.</p> <p>2.3 The Hospital reserves the right to at any time request a deposit in any amount as it may deem necessary. In the event that a Patient that does not enjoy medical aid fund insurance coverage, the private in-patient account should always reflect a credit balance and needs to be supplemented from time to time for the Patient to enjoy continuing treatment and care. The Hospital shall at any time, in its own discretion and if it thinks advisable, approach the NOK to discuss any matter relating to an actual or potential shortfall in the Patient's funding for the Patient's admission or treatment in the Hospital or the requirement for a deposit or replenishment of a deposit.</p> <p>2.4 Any excess on medical aid fund claims shall be payable to the Hospital forthwith upon presentation of an invoice and shall bear interest at the rate of 1.6 times the prime rate of interest charged by Bank Windhoek Limited from time to time calculated monthly in arrears and compounded.</p> <p>2.5 Notwithstanding the fact that the Patient may be a member of a medical aid fund and that the Hospital may submit claims on behalf of the Patient to such medical aid fund or assists with such submission or pre-authorisation of claims, the settlement of a Patient's account ultimately remains the responsibility of the Parties, jointly and severally. The Hospital accordingly reserves the right to recover any amounts that are not settled by a Patient's medical aid fund within a period of 30 calendar days, directly from the Parties, jointly and/or severally (the one paying the other to be absolved). Accounts recoverable from the Parties shall be due upon presentation of the invoice.</p> <p>2.6 Notwithstanding the fact that the Hospital may submit and/or assist with the submission of claims of a Patient to a medical aid fund, it shall ultimately remain the responsibility of the Parties to ensure that such claim is lodged timeously and in accordance with the rules of the applicable medical aid fund. The Hospital accordingly accepts no liability for the late or incorrect submission of claims to any medical aid fund.</p> <p>2.7 It is expressly recorded that it shall be the sole responsibility of the LG and/or the parent of any baby born at the Hospital and/or baby receiving treatment at the Hospital, to register such baby with the LG's medical aid fund in the manner and within the applicable time as may be provided for by the rules of such medical aid fund. It is recorded that the Hospital accepts no liability for the failure to register and/or late registration of any baby with a medical aid fund.</p> <p>2.8 It is expressly recorded that, with the sole exception of the medical practitioner/s employed by the Hospital in the Emergency Room section of the Hospital, all other medical practitioners that render services within the Hospital are private practitioners not employed by the Hospital. To this extent:</p> <p>2.8.1 The fees of all medical practitioners, which are not employed by the Hospital will be invoiced separately and are accordingly not included in the Hospital's invoices; and</p> <p>2.8.2 The Hospital shall have no liability whatsoever (without exception) for any act of negligence or other actions, deeds or involvement of any medical practitioner (other than those employed by the Hospital in the Emergency Room) resulting in a claim for damages by the Patient or any other person entitled to claim damages of any kind of actions of the medical practitioner.</p> <p>2.9 All outstanding amounts shall collect interest as provided for in 2.4 above. Any payments made in relation to outstanding amounts shall be allocated in the following sequence (in as far as applicable) (i) attorneys' fees, (ii) collection commission, (iii) interest and (iv) capital.</p> <p>2.10 In the event of the Hospital having to instruct tracing agents and/or legal practitioners to collect any outstanding amounts, collection commission will be charged at a rate of 15% of any outstanding amount and in which event the Parties shall also be liable, jointly and severally for the fees and disbursements of any legal practitioners so instructed on a scale as between attorney-and-own client.</p>
3. Limitation of Liability	<p>3.1 The Parties, by their signature hereto absolves the Hospital and/or its employees and/or agents from any and all liability in respect of person or property and indemnify them from any claim which may be instituted by the Patient or any person (including (but not limited to) a dependent or guardian and/or parent of the Patient or any other third party) for injury, death, damages or loss of whatever nature (including consequential damages or special damages of any nature) suffered by or damage caused to the Patient by reason or as a result, directly or indirectly, of any act or omission by the Hospital or any agent or employee of or contractor to the Hospital or any illness (including terminal illness) contracted by the Patient from whatever the cause, except only in the event of the Hospital, its employees or agents (which specifically excludes medical practitioners other than those employed by the Hospital in its Emergency Room) having acted grossly negligent.</p> <p>3.2 In addition to and without derogating from the provisions of clause 3.1 above and without assuming liability for any claim excluded in terms hereof, it is recorded that in the event of a claim (not excluded in terms of clause 3.1 above) being proven against the Hospital for any damage (including consequential damages or special damages of any nature) arising directly or indirectly from any cause of whatsoever nature by the Hospital its employees or agents, then in such event, such claim shall be limited in quantum to a maximum amount of N\$5,000,000.00 (five million Namibia dollars) per Patient, per each admission, irrespective of whether such claim arose in contract, delict or otherwise.</p> <p>3.3 It is recorded that the Hospital will not be responsible for any loss of or damage to or destruction of any property (including money and valuables belonging to the Patient, or in possession of the Patient) unless duly declared as provided for below and placed in the care of the Hospital for safekeeping in which event the Hospital's liability shall be restricted to the amount/s declared, or N\$10,000.00 whichever is lower, howsoever caused by reason or as a result, directly or indirectly, of any act or omission of the Hospital and/or its employees and/or agents.</p>
4. Medication	<p>4.1. It is recorded that it is a condition to admission to the Hospital that the Patient or LG (as the case may be) must declare all chronic medication that he/she/the child is taking and all medicine in the Patient's possession. The Hospital will not accept any liability for complications arising by virtue of a failure on the part of a</p>

	Patient or LG to declare such medication. 4.2. A Patient or LG is furthermore required to surrender all medication in his/her possession to the Hospital upon being admitted.
5. Disclosure of Information	5.1 The Parties consent to the Hospital obtaining information from any credit bureau for purposes of establishing the creditworthiness and credit profile of a Party as well as any medical aid fund to establish the standing of the PM with his medical aid fund and to confirm the membership of the Patient. 5.2 The Parties furthermore consent that in the event of a default in terms of this Agreement, particularly in relation to non-payment of fees owing to the Hospital, that the Hospital shall be entitled to provide particulars of such default to any credit bureau. 5.3 The Parties consent thereto that the Hospital may disclose the nature of the Patient's diagnosis and/or any health services rendered to the Patient and copies of documentation and records pertaining thereto, to the Patient's medical aid fund.
6. Address for Notices	6.1. The Parties respectively choose the addresses specified in the Hospital's admission documentation above as his/her domicilium citandi et executandi for purposes of this Agreement.
7. Governing law and jurisdiction	7.1 The relationship between the Hospital and the Parties shall be governed by, construed and interpreted in accordance with the laws of the Republic of Namibia. 7.2 The Patient and/or the signatory hereto consents in terms of Section 45 of the Magistrates' Court Act to the jurisdiction of the Magistrates' Court in respect of any suit, action or proceeding emanating from this Agreement or from the admission of the Patient to the Hospital, notwithstanding that the amount of any such claim may otherwise ordinarily exceed the jurisdiction of such court. Should the Hospital however so elect, it shall be entitled to institute proceedings in the High Court of the Republic of Namibia at its sole and absolute discretion.
8. Severability	8.1 Each provision in this Agreement is severable, the one from the other, and if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue.
9. General	9.1 No amendment or consensual cancellation of this Agreement or any provision or term thereof including this 9.1 and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provision or terms of this Agreement including this 9.1 shall be binding unless recorded in a written document signed by the Parties and the Hospital Manager. 9.2 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract or not and the signatories hereto acknowledge that they are fully acquainted with these terms and conditions and that they freely and without duress consents thereto. 9.3 The validity and enforceability of this Agreement against the signatories hereto shall be fully enforceable against such signatories, notwithstanding that all indicated or envisaged Parties have not signed the Agreement. In the event of any of the envisaged Parties indicated in the above Admission Form being the same person (for example, the Patient is also the Surety or the PM) and that person has not signed all the designated signature spaces in the respective capacities, but only one (or some), the Agreement shall be enforceable against such person in all his/her capacities indicated in the Admission Form.
10. Termination	10.1. Subject to 10.2 below this Agreement shall remain valid and enforceable until such time as the Patient has been discharged and all amounts due and owing to the Hospital has been paid in full, subject to 2.9 above. 10.2. In the event that a Patient would not be able to continue their treatment in the Hospital due to the depletion of funds, whether resultant from his/her/the LG/the Surety's/the medical aid fund's, inability or unwillingness to continue financing the treatment, the Hospital shall be entitled to transfer the Patient to a State financed hospital of the choice of the Parties and failing the exercising of such choice, then such facility as determined by the Hospital. 10.3. Upon the Patient being transferred to a State financed hospital as envisaged by 10.2 above or any alternative facility, this Agreement shall remain in force until such time as all amounts due and owing to the Hospital have been paid in full, subject to 2.9 above.

We, the undersigned confirm that we have read and understand the above information, and that all such information has been explained to me in a language or manner which I understand. I confirm that I do not have any further questions in this regard. I confirm I am signing this document out of my own free will, and with full capacity to do so. I further confirm that all information pertaining to the account herein may be disseminated to any person claiming responsibility for payment.

THE PATIENT SHOULD INDICATE ANY VALUABLES IN HIS HER POSSESSION:

YES

NO

IF YES PLEASE INDICATE ITEMS AND ESTIMATED VALUE: 1. _____ (value: N\$ _____) 2. _____ (value: N\$ _____).

3. _____ (value: N\$ _____) 4. _____ (value: N\$ _____) 5. _____ (value: N\$ _____)

UNDER NO CIRCUMSTANCES MAY ANY WEAPONS OR POTENTIAL WEAPONS BE BROUGHT ONTO THE HOSPITAL PREMISES.

Patient

LG (LEGAL GUARDIAN)
(who warrants that he/she is the legal guardian of the Patient)

PM (Principal Member)
(who warrants that he is the PM of the medical aid fund as indicated, that the Patient is a member and that the membership is fully paid up and in good standing)

Surety

Date

Hospital Representative

ALL PARTIES TO ALSO SIGN NEXT PAGE

THE PARTIES CONFIRM THAT THEY HAVE NOTED AND ACCEPTED THE FOLLOWING TERMS AND CONDITIONS AS CONTAINED IN THE AGREEMENT

- THE INDEMNITY CONTAINED IN CLAUSE 676768736.4172.8.12.8.2 WHICH DETERMINES THAT ALL MEDICAL PRACTITIONERS THAT WILL TREAT THE PATIENT IN THE HOSPITAL (OTHER THAN IN THE EMERGENCY ROOM) ARE PRIVATE PRACTITIONERS WHICH ARE NOT EMPLOYED BY THE HOSPITAL AND FOR WHOSE ACTIONS THE HOSPITAL CANNOT BE HELD LIABLE
- THE INDEMNITIES CONTAINED IN SUB-CLAUSES 3.1 AND 3.2 WHICH DETERMINE THAT THE HOSPITAL'S LIABILITY IS LIMITED TO EVENTS OF GROSS NEGLIGENCE AND THAT ANY CLAIM WHATSOEVER AGAINST THE HOSPITAL SHALL BE LIMITED TO A MAXIMUM OF N\$5 MILLION PER PATIENT PER EACH ADMISSION

PERSON RESPONSIBLE FOR ACCOUNT ("Surety")

Title	Mr.	Mrs.	Miss.	Dr.	Prof.
Surname					
First Name					
Residential Address	Unit/Unit No:		Street Name:		
	Suburb:		Town:		
Postal Address	PO Box:	Suburb:		Town:	
Contact Details	Work:	Home:		Cell:	
Email Address					
Identification	ID Number:		Passport No:		
Occupation			Employer:		
Address of Employer					
Relationship to Patient					

PATIENT

LG (LEGAL GUARDIAN)

PM (PRINCIPAL MEMBER)

SURETY

DATE

HOSPITAL REPRESENTATIVE