

• Terms and Conditions • Client details •

Elsabé Klinck and Associates ("EKA") is a professional business offering consulting services in the health care sector. EKA is an advisory and consulting business. It is not a law firm, but works with attorneys, accountants and others, as health care sector experts.

Principles of the relationship

Our relationship is governed by the following principles:

- A. You have to provide us with all facts, assumptions and information. Let us advise you on what is- and what is not relevant.
- B. Consider our advice, and even though you are naturally at liberty to make your own decisions, let us explain to you any aspect of our advice which was unclear to you.
- C. Should you take action in which our advice might have played a role, but which final action had not been approved or signed off by us, or if you do not accept our advice, you will release us from liability for any consequences that may flow from such action. You will also refrain from stating that your actions have been approved by us.
- D. Any applications / appeals / interactions with public entities such as the MCC/SAHPRA, CIPC, HPCSA, CMS, etc. are subject to procedural and systemic delays which we cannot be held accountable for. Although we follow up at such entities, we are unable to make any guarantees in relation to the speed in which such entities will deal with your matter.
- E. Health sector developments remain unpredictable. We may have to prioritise work according to sudden and government-imposed deadlines, or deal with a matter as priority when there is imminent business risk. This will then have an impact on the timelines of work to be undertaken. Changes in the health care environment (e.g. new regulations) may impact on the initial advice. EKA is not liable for such environmental changes.
- F. There is a demand for the services of EKA. Although we attempt to assist as many clients as possible, delays may in some instances be inevitable. We prefer to, rather than rush work, apply our minds and render a considered view on matters before us. Kindly bear with us on this.

Terms

By completing and signing this form, you agree and acknowledge the following:

1. That EKA is entitled to levy the fees as set out below. We charge for time spent on your matter, irrespective of the outcome, whether it is in a meeting, research to provide advice or find legal justification, drafting of documents, email advice, etc.
2. We often have to follow up with clients, without being prompted to do so by clients, in order to ensure that the matter receives the requisite attention and for this we are also entitled to levy fees.
3. That a cost estimate is, by its very nature inexact, unless a capping agreement was entered into in writing.
4. EKA is also entitled to request a deposit in any matter. The deposit may not be sufficient to cover the entirety of the matter, in which case you will be liable for the excess fees, either payable pro rata or by way of another deposit as estimated by EKA.
5. You will not use and/or distribute our memoranda, templates, forms, drafts, letters, documents, advice or services ("information") for any commercial or other purpose, other than as agreed to in writing by EKA.
6. In the event of CPDs or training, that EKA does not permit the recording, and/or the further use of the recording, the slide set and any related material. No exclusivity exists in relation to the specific topic, approach or specific slide set. The EKA office manager will make available all applicable information and criteria relating to CPDs.
7. If you involve other consultants or attorneys in the same project, you will inform EKA immediately. If they replace EKA, EKA's account will still be payable for work rendered.
8. Once you have appointed EKA to deal with a matter, you will not communicate on your own (e.g. to the HPCSA, CMS or MCC) without discussing it with us. You understand that such action may jeopardise the outcome of the matter.
9. EKA's accounts are payable within 30 days or as agreed in writing. Late fees may be levied on outstanding amounts.
10. We only accept payment by EFT. Please include the invoice number as the reference. Even where you end your mandate with us, you will still be liable for the hours of work undertaken up until the end of the mandate.
10. For small businesses and natural persons, you are entitled to a 5 (five) day cooling off period, during which time you may cancel this mandate, but you will be liable for any work that was undertaken in that time.
11. EKA undertakes to keep all information entrusted to it, its staff and/or associates in the strictest of confidence, unless information is agreed to be disclosed and/or used as part of executing this mandate.
12. EKA will record meetings by hand and by electronic means to ensure that no important information is lost. You hereby agree to these recordings. All such information will remain confidential and stored securely.
13. Any variation to these terms and conditions shall not be of any force or effect unless reduced to writing. Any indulgences granted by EKA shall not constitute a waiver or novation of the terms.
14. You expressly waive any claim that you may have against EKA, its members, staff, employees or agents arising from any cause whatsoever in relation to this mandate or any other mandate given from time to time.
15. You confirm that the EKA has and cannot make any promises, predictions or guarantees concerning a matter's outcome, timelines or processes. Medical scheme forensic audits and CMS / scheme reimbursement matters may take anything from months to years to settle, depending on the complexity of the matter and the input that may be required from external parties such as professional associations.
16. In the event that any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect, such parts of these terms shall be severed from the remainder of these terms.

Agreed to and signed at _____ on this _____ day of _____ 2_____.

CLIENT SIGNATURE _____

WITNESS _____

Client details

Name and surname of person primarily responsible for your account at EKA: _____

Designation of above person (e.g. owner, CEO, head regulatory, managing partner, chairperson, treasurer, etc.): _____

Legal entity to be billed (full (registered) name of practice / co / association / etc.): _____

Identity number (if client not a legal entity): _____

CIPC / other registration nr. (if co, inc., trust, etc.): _____

VAT nr: _____ or: Not VAT registered

Tel. nr: _____ Cellphone nr: _____

E-mail address (for billing purposes): _____

Business / personal physical address (domicilium): _____

EKA may add me to their distribution lists: Yes No

Fee schedule 2020

(VAT exclusive, VAT of 15% to be added as is required by tax legislation)

Professional fees for preparation, research, meeting attendance, drafting of documents, letters, email advice, submissions, representation of clients at CMS hearings, review of documentation provided by client or others, amendments to practice templates, etc. Hours and actual minutes of an hour worked will be charged.	R1 850 per hour
Expedited work (professional fee for work to be undertaken within 7 ordinary days at request of client)	R 2 250 per hour
Late payment fee	15% of value of invoice
Healthcare professional practice templates – Ts & Cs, personal information form, contracts, policies, leaflets or information sheets, etc. pre-drafted in pdf form	See EKA website practitioner online shop
Company secretarial work (per month, per quarter) (agenda's, minutes, etc) and all work relating to company statutory requirements (advice, training of Directors, etc.)	As quoted and agreed
Presentations to doctors, pharmacists, etc. (HCPs) – evening events in Gauteng (equivalent to 4,2h)	R7 770
Presentations to doctors, pharmacists, etc. (HCPs) – evening events outside of Gauteng (equivalent to 4.5h)	R8 235
Presentations in-company, workshops in-company or at other venues (half- or full day)	As quoted and agreed
Travel: for all meetings, presentations / workshops in Gauteng area, etc. Includes e-Toll.	R850 per hour travelled
Travel to venues / events outside of Gauteng	As quoted and agreed
Toll, accommodation & other travel / logistics arrangements as agreed	Actual costs

EKA is VAT registered (VAT nr: 4740277530) and VAT will be added on top of the amounts above.