

PERFMED

INDIVIDUELE PRAKTISYNSASSOSIASIE
INDEPENDENT PRACTITIONERS' ASSOCIATION

GRONDWET
CONSTITUTION

1. WOORDOMSKRYWINGS / DEFINITIONS

- 1.1 Tensy teenstrydig of anders aangedui in die GRONDWET het die woorde hieronder die betekenis soos hieronder aangedui.

In the **CONSTITUTION**, the words indicated below will have the meanings as stated hereunder, unless inconsistent with or otherwise indicated by the Constitution.

- 1.1.1 "**die WET**" beteken die Wet op Mediese Skemas, Wet NR. 72 van 1967 soos van tyd tot tyd gewysig.

"**the ACT**" means the Medical Schemes Act, Act No 72 of 1967 as amended from time to time.

- 1.1.2 "**die VERENIGING**" beteken die PERFMED Individuele Praktisynassosiasie (Perfmed OPA)

"**the ASSOCIATION**" means the PERFMED Independent Practitioners" Association (Perfmed IPA)

- 1.1.3 "**die VOORSITTER**" beteken die agerende voorsitter van die Vereniging se Uitvoerende Komitee,

"**the CHAIRMAN**" means the acting chairman of the Executive Committee of the Association.

- 1.1.4 "**die GRONDWET**" beteken die wet wat onder alle omstandighede geldend is vir die lede van die Perfmed IPA soos uiteengesit in hierdie dokument en sluit in die regulasies uitgevaardig in terme daarvan,

"**the CONSTITUTION**" means the act which will in all circumstances prevail on the members of the Perfmed IPA as expanded in this document and includes the regulations promulgated in terms thereof,

- 1.1.5 "**die RAAD**" beteken die Raad vir Gesondheidsberoepes van SA (RGSA)

"**the COUNCIL**" means the Health Professional Council of SA (HPCSA)

- 1.1.6 "**die UITVOERENDE KOMITEE**" beteken die Uitvoerende Komitee van die Vereniging soos aangestel ingeslote klousule 11 van die Grondwet,

"**the EXECUTIVE COMMITTEE**" means the Executive Committee of the Association appointed in pursuance of clause 11 of the Constitution,

1.1.7 **"die BESTUURSKOMITEE"** beteken die Bestuurskomitee van die Verenigings soos aangestel ingevolge 11 infra,

"the MANAGEMENT COMMITTEE" means the Management Committee of the Association duly appointed as envisaged in 11 below infra,

1.1.8 **"die FINANSIËLE ONDESKRYWER"** beteken enige een wat aanspreeklikheid aanvaar vir mediese sorg tot voordeel van pasiënte in die streek,

"the FINANCIAL UNDERWRITER" means any one accepting liability for medical care in favour of patients in the area,

1.1.9 **"die SAVKT"** beteken die Kliniese Tegnoloë Vereniging van Suid-Afrika,

"die SASCT" means the Clinical Technologist Society of South Africa,

1.1.10 **"die MEDIESE WET"** beteken die Mediese, Tandheelkundige en Aanvullende Gesondheidsdienste Professionele Wet, Wet 56 van 1974, soos van tyd tot tyd gewysig,

"the MEDICAL ACT" means the Medical, Dental and Supplementary Health Services Professions Act, Act 56 of 1974 as amended from time to time,

1.1.11 **"die REGULASIES"** beteken regulasies uitgevaardig ingevolge die Grondwet,

"the REGULATIONS" means regulations promulgated in terms of this Constitution.

1.2 In die Grondwet sluit die enkelvoud die meervoud in en omgekeerd.

In the Constitution the singular shall, where appropriate include the plural and vice versa.

1.3 Enige verwysing na natuurlike persone sluit regspersone in en omgekeerd.

Any reference to natural persons include legal persons and vice versa.

1.4 Die opskrifte van klousules word ingevoeg slegs vir die doel van gerief en sal nie in ag geneem word by die vertolking van die bepaling van die Grondwet nie.

The clause headings are inserted for the purpose of convenience only and shall not be taken into account in the interpretation of the provisions of the Constitution.

1.5 Enige verwysing na geslag sluit waar van toepassing, die teenoorgestelde geslag in.

Any reference to gender shall imply the opposite gender where applicable.

2. NAAM / NAME

Die Vereniging staan bekend as die PERMED Onafhanklike Praktisynsassosiasie (Perfmed OPA)

The name of the Association is PERFMED Independent Practitioners' Association (Perfmed IPA)

3. HOOFDOELSTELLING / MAIN OBJECT

Die hoofdoelstelling van die Vereniging is om etiese, kwaliteit en koste-effektiewe mediese dienste aan pasiënte te lewer teen 'n markverwante tarief deur verskaffers van die mediese dienste.

The main object of the Association is to render ethical, quality, cost-effective health services to patients at a market related fee by providers of the medical services.

4. REGSPERSOON / LEGAL PERSON

- 4.1 Die Vereniging is en sal voortdurend om op te tree as 'n afsonderlike regspersoon, met die reg om eiendom te verkry, te besit, te beheer, daarmee te handel, en te vervreem, van watter beskrywing of aard ook al, en om regte te verkry, te sê of daarvan afstand te doen en verbintenisse te sêp onderworpe aan voorwaardes aanvaarbaar en in die beskrywing van die Vereniging met ewigdurende opvolging.

The Association is and shall continue to be a separate legal entity with the power to acquire, hold, control, deal with and to alienate property of every description or kind whatsoever and to acquire, cede or waive rights, and create obligations subject to conditions acceptable and in the discretion of the Association and having perpetual succession.

- 4.2 Enige aksie, geding, regstap of enige arbitrasieverrigting sal deur of teen die Vereniging in die naam van die Vereniging geskied. Die Uitvoerende Komitee mag enige persoon of instansie volmag gee om namens die Vereniging te handel, te verskyn, op te tree, enige dokument te teken en om stappe te neem soos nodig mag wees voor, tydens en na die voormelde verrigtinge.

Any action, suit, legal proceeding or any arbitration will be brought by or against the Association in the name of the Association. The Executive Committee may authorise any person or institution to act, appear and speak on behalf of the Association to sign any document and to take steps as may be necessary prior, at the time of and after the mentioned proceedings.

5. VERENIGING SONDER WINSBEJAG / ASSOCIATION NOT FOR GAIN

5.1 Die Vereniging is `n vereniging sonder winsbejag.

The Association is an association not for gain.

5.2 Die winste (indien enige) of ander inkomste van die Vereniging sal aangewend word ter bevordering van die Vereniging se hoofdoelstelling.

The profits (if any) or other income of the Association will be applied in promoting its main object.

5.3 Die betaling van `n dividend aan `n lid van die Vereniging is verbied.

The payment of a dividend to a member of the Association is prohibited.

5.4 Die inkomste en eiendom van die Vereniging van watter bron en wanneer ookal verkry sal uitsluitlik aangewend word vir die Vereniging se hoofdoelstelling en geen gedeelte daarvan sal betaal of oorgedra word, direk of indirek, by wyse van `n dividend, bonus of op enige wyse hoegenaamd aan 'n lid van die Vereniging of sy houermaatskappy of beherende vereniging of filiaal nie. Met voorbehoud dat niks wat hierin voorgeskryf word die betaling ter goeder trou verhoed of belet van redelike vergoeding aan enkele beamptes, werknemer of lid van die vereniging vir dienste werklik gelewer aan die vereniging.

The income and property of the Association when so ever derived will be applied solely towards the promotion of its main object, and no portion thereof will be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Association or to its holding company, holding association or subsidiary. Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association or to any member.

5.5 By likwidasie, deregistrasie of onteining, sal die bates van die Vereniging na aflossing van alle laste gegee of oorgedra word aan `n ander vereniging of instelling wat `n soortgelyke hoofdoelstelling as die Vereniging het soos vasgestel deur lede van die Vereniging tydens of voor datum van ontbinding en by gebrek daaraan, deur die hof.

Upon its winding-up; deregistration or dispossession, the assets of the Association remaining after the satisfaction of all its liabilities will be given or transferred to some other association or institution having a main object similar to the Association's main object, to be determined by the members of the association at or before the time of its dissolution or failing such determination, by the court.

6. LIDMAATSKAP / MEMBERSHIP

- 6.1 Lidmaatskap is oop vir 'n persoon wie geregistreer is in terme van die Mediese Wet by die Raad vir Gesondheidsberoepes van SA as Kliniese Tegnoloog kategorie - Kardiovaskulêre Perfusie.

Membership will be open to a person who is registered in terms of the Medical Act with the Health Professional Council of SA as Clinical Technologist Category Cardiovascular Perfusion.

- 6.2 Aansoek om lidmaatskap van die Vereniging geskied by wyse van 'n voltooide, voorgeskrewe aansoekvorm, ingedien by die Uitvoerende Komitee, gepaardgaande met inligting soos versoek in die aansoekvorm.

Application for membership of the Association will come to pass by means of a completed prescribed application form lodged with the Executive Committee together with information called for in the application form.

- 6.3 Aansoek om lidmaatskap word deeglik in oorweging geneem deur besluit van die Uitvoerende Komitee, wie 'n absolute diskresie het of die persoon wel 'n lid mag word al dan nie.

Application for membership will be considered and decided upon by the Executive Committee who have absolute discretion as to whether or not to admit a person to membership.

- 6.4 Vanaf datum van goedkeuring van lidmaatskap, is 'n lid:

From date of approval of membership, the member will be immediately:

- 6.4.1 geregtig op die voordele en voorregte van lidmaatskap van die Vereniging;

entitled to the benefits and privileges of a member of the Association;

- 6.4.2 aanspreeklik vir betaling van ledegeld binne 30 (dertig) dae vanaf datum van kennisgewing aan hom van sy goedgekeurde lidmaatskap;

liable for payment of subscription fees payable within 30 (thirty) days of notice to him by approval of his membership;

- 6.4.3 onderworpe aan die bepalinge van die Grondwet.

bound by the Constitution.

- 6.5 Die Uitvoerende Komitee mag die goedkeuring van die lidmaatskap kanselleer indien die prosedure van die goedkeuring nie nagekom is nie, of as 'n wesenlike wanvoorstelling gemaak is of 'n fout begaan is, in die opinie van die Uitvoerende Komitee.

An approval of membership may be cancelled by the Executive Committee if the procedure for approval has not been followed or if a material misrepresentation or mistake in regard to the member, in the opinion of the Executive Committee, has been made.

- 6.6 Die Uitvoerende Komitee sal van tyd tot tyd of soos nodig blyk te wees, van al sy lede en van alle voornemende lede, 'n bewys verlang dat hulle geregistreer is by die Raad vir Gesondheidsberoepes van SA en 'n goeie verhouding met die voormelde Raad het. Die wyse waarop bewys van registrasie verkry en bevestig word, sal deur die Uitvoerende Komitee van tyd tot tyd vasgestel word.

The Executive Committee will require from all its members, from time to time, as it deems necessary, and from all prospective members, proof that they are registered with the Health Professional Council of SA and in good standing with the mentioned Council. The manner in which such proof is to be obtained will be decided upon by the Executive Committee.

- 6.7 Die Uitvoerende Komitee mag te enige tyd na goeie dinge en in die Uitvoerende Komitee se ongesteurde diskresie, lidmaatskap van die vereniging, vir verdere aansoek sluit. 'n Aansoek om lidmaatskap na hierdie tyd sal onderhewig wees aan konsultasie deur die Uitvoerende Komitee met lede van daardie streek, om hulle insette, opinie en aanbeveling oor die aansoek in te win. Goedkeuring deur twee derdes van daardie streek se lede sal as goedkeuring van die aansoek beskou word sonder om die Uitvoerende Komitee te bind.

The Executive Committee may at any time and at its sole discretion, close the membership of the Association to further applications for membership. An application for membership will after this date be subject to consultation by the Executive Committee with the members of that area, in order to ascertain their input, views and recommendation regarding the application. Approval by two thirds of that area members will constitute an approval of the application by such members, such approval, however will not be binding upon the Executive Committee.

- 6.7.1 In geval van 'n dispuut waar 'n vennoot of voornemende vennoot betrokke is, sal die aangeleentheid as die Bestuurskomitee (nie die Uitvoerende Komitee nie) verwys word vir 'n finale besluit as die mees verteenwoordigende liggaam van Perfmed.
In the event of a dispute whereby a partner or prospective partner is involved, the matter will be laid before the Management Committee (not the Executive Committee) for a final decision as the most representative body of Perfmed.

6.8 AANSTELLINGS EN LIDMAATSKAP / APPOINTMENTS AND MEMBERSHIP

Die volgende omskrywings word as spesifieke bepalings gegee ten opsigte van bogenoemde bepalings:

The following definitions are given as specific determinates of the above stipulations:

- 6.8.1 Onder normale omstandighede word geen probleme met sulke aanstellings voorsien nie, maar die besluit van die Uitvoerende Komitee sal in alle gevalle op meriete van die saak geneem word en sal as finaal beskou word. Lede word aangeraai om hulle huidige en ook toekomstige aanstellings met die Uitvoerende Komitee uit te klaar.

Under normal circumstances no problem is envisaged with such appointments, but the decision of the Executive Committee, based on the merits of any particular situation will be final. Members are urged to clarify the present as well as future appointments with the Executive Committee.

- 6.8.2 Dit is `n spesifieke uitsondering, niesteenstaande 6.1 supra tot 6.8.3, dat `n lid van Perfmed wat geheel of gedeeltelik uit die privaat praktyk tree, om enige posisie in die Bestuur van Perfmed en/of die maatskappy(e) van Perfmed in `n voltydse of deelydse hoedanigheid to dien, gesalarieerd of nie-gesalarieerd, sal hy/sy volle lidmaatskap van Perfmed behou, met al die voordele sowel as die verpligtinge, vir solank hy/sy hierdie pos beklee. By die neerlegging of beëindiging van hierdie pos, sal sodanige lid, sou hy/sy so verkies, geregtig wees om ondanks die bepaling van 6.7 supra, geregtig wees om weer voltydse of deelydse in sy/haar vorige dissipline as volwaardige lid van Perfmed te praktiseer.

- 6.8.3 It shall be a specific exception that notwithstanding 6.1 supra to 6.8.3 supra, that should a member of Perfmed, leave private practice part-time or full-time, in order to serve in some Executive capacity in Perfmed and/or its Company either part-time or full-time, salaried or non-salaried, he/she shall be able to do so with the retention of his/her full membership of Perfmed, with all its rights, privileges and retention of his/her full membership of Perfmed, with all its rights, privileges and obligations, for as long as he/she shall hold this post. At the termination or resignation of this post, the said member, should he/she desire to do so, will be entitled, notwithstanding 6.7 supra, be allowed to re-enter practice in his/her part-time or full-time, as a full member of Perfmed.

7. BEËINDIGING VAN LIDMAATSKAP / TERMINATION OF MEMBERSHIP

Die lidmaatskap van enige lid word beëindig:

The membership of any member will be terminated:

- 7.1 deur skriftelike bedanking van 'n lid gerig aan die Uitvoerende Komitee en sal geldig wees 30 (dertig) dae na ontvangs daarvan deur die Uitvoerende Komitee.

by means of a written resignation tendered to the Executive Committee and shall become effective 30 (thirty) days after receipt thereof by the Executive Committee.

- 7.2 op die datum wat 'n lid nie meer vir lidmaatskap kwalifiseer nie, soos bedoel in 6.1 supra of 15 infra.

On the date when a member ceases to qualify for membership as intended by 6.1 supra of 15 infra.

- 7.3 Indien hy teenstrydig optree met betrekking tot 'n spesifieke beleid met betrekking tot terminasie van lidmaatskap, wat die Bestuurskomitee van tyd tot tyd vir strategiese of ander redes, mag besluit.

Should he act in opposition to any specific policy regarding termination of membership, which the Management Committee may from time to time and for strategic or other reason decide upon.

8. ONDERNEMING DEUR LID / UNDERTAKING BY MEMBER

- 8.1 'n Lid mag nie, sonder vooraf skriftelike toestemming van die Uitvoerende Komitee, direk of indirek, individueel of in groepsvorm met mediese skemas, finansiële onderskrywers of enige derde party onderhandel met betrekking tot mediese dienste in die streek nie. Onderhandelings mag nie geskied wat kan lei tot die bedreiging van die Vereniging se deurlopende bestaan of wat sy magsbasis of eenheid weselik of waarneembaar ondermyn nie. Sodanige onderhandelings, mag as grondslag dien vir die onmiddellike beëindiging van lidmaatskap en verbeuring van regte en voordele volgens die ongesteurde diskresie van die Uitvoerende Komitee.

A member will not, without prior written consent of the Executive Committee enter directly or indirectly, individually or in groupings into negotiations with any medical aids, financial underwriters or any other party in respect of medical service within the area. Negotiations may not be undertaken which may be detrimental to its power base or unity. Such negotiations, will constitute grounds for immediate termination of membership, along with forfeiting of rights and privileges, at the unimpeded discretion of the Executive Committee.

- 8.2 'n Lid onderneem en is verplig om enige pogings deur 'n derde party om onderhandelings aan te knoop soos bedoel in 8.1, supra onverwyld aan die uitvoerende Komitee te rapporteer vir verdere optrede. Die vereniging glo dat deur gesamentlike onderhandelings hy eerder in sy doelstelling sal slaag.

A member undertakes and is obliged without delay, to refer any attempt by any third party, as enunciated in 8.1 supra, to the Executive Committee, for further action. The

Association believing that collective negotiations will best achieve the main object of the Association.

- 8.3 `n Lid onderneem en is verplig om sodanige inligting wat benodig word en rakende sy praktyk bekend te maak en beskikbaar te stel aan die Uitvoerende Komitee of enige ander staande Komitee, onder andere in besonder die Eweknie Evaluasie Komitee of die Kostebesnoeiingskomitee indien en wanneer dit nodig geag word. Die omvang en aard van die inligting sal periodiek deur die Uitvoerende Komitee bepaal word. `n Lid verleen toestemming dat enige inligting wat reeds deur hom aan mediese skemas, finansiële onderskrywers of ander belanghebbende party voorsien is, aan die Vereniging se hoofdoelstelling, insluitend, maar nie beperk tot die verkoop daarvan, ten bate van die Vereniging of sy maatskappy of soos die Uitvoerende Komitee mag besluit.

A member undertakes and is obliged to and make available such data, relating to his practice, as is required by the Executive Committee or other standing Committee, more particularly the Peer Review and Cost Reduction (Curtailing) Committee, if and when required. The nature of the data required, will be determined by the Executive Committee from time to time. A member consents that any data which has already been provided by him to medical aids, financial underwriters and other interested parties, may be made available to the Association as is required to pursue its main objective, including but not limited to the sale thereof, to the advantage of the Association or its company or at the discretion of the Executive Committee.

- 8.4 `n Lid kom ooreen met die Vereniging dat die Uitvoerende Komitee namens en ten bate van hom mag onderhandel met enige ander groep, vereniging, maatskappy, mediese skema, finansiële onderskrywer, bestuurs- of diensmaatskappye, om die hoofdoelstelling van die Vereniging uit te brei of te bereik. Sulke ooreenkomste is regtens bindend op `n lid, tensy hy skriftelik met betrekking tot `n spesifieke ooreenkoms, daarvan afstand doen.

A member agrees with the Association that the Executive Committee may on his behalf and to his benefit enter into negotiations with any other body, association, company, medical aid, financial underwriter, management or service company for the purpose of achieving or furthering the main object of the Association. These agreements will legally bind a member, unless he, in writing withdraws from any specific contract.

9. LEDEGELD / MEMBERSHIP FEES

Ledegeld is betaalbaar deur `n lid teen `n vasgestelde bedrag, op `n wyse en op `n datum soos van tyd tot tyd vasgestel word deur die Uitvoerende Komitee, die eerste waarvan op die datum soos in 6.4.2 supra bepaal.

A membership fee is payable by a member in a determined amount, in such a manner and at such date as may from time to time may be determined by the Executive Committee, the initial membership fee payable on the date set out in 6.4.2 supra.

9.1 `n Lid wie bedank of wie se lidmaatskap gekanselleer of opgeskort is:

A member who resigned or whose membership has been cancelled, or suspended:

9.1.1 is aanspreeklik vir die betaling van sy uitstaande ledegeld;

will remain liable for payment of outstanding membership fees;

9.1.2 is nie geregtig op terugbetaling van enige ledegeld nie.

shall not be entitled to recover any membership fees.

10. ALGEMENE VERGADERINGS / GENERAL MEETINGS

10.1 `n Jaarlikse Algemene Vergadering van lede sal gehou word so gou moontlik na die einde van die Vereniging se finansiële jaar, maar nie later nie as die laaste dag van Augustus van elke finansiële jaar.

An Annual General Meeting of members will be held as soon as possible after the financial year of the Association, but not later than the last day of August of each financial year.

10.2 `n Spesiale Algemene Vergadering van lede sal gehou word op skriftelike versoek gerig aan die Voorsitter deur nie minder nie as:

A Special General Meeting of members will be held with written request to the Chairman with no less than:

10.2.1 30 % van die Geregisteerde lede; of

30 % of the registered members; or

10.2.2 30 % van die Bestuurskomitee lede; of

30 % of the Management Committee; or

10.2.3 deur `n meederheidsbesluit geneem deur die Uitvoerende Komitee, op voorwaarde dat die bepalings en gevolg sowel as die redes vir die spesiale besluit in die skriftelike versoek gemeld word.

by the majority decision of the Executive Committee subject to the written request and notice of the meeting that must specify the nature, reasons for the resolution and the effect thereof.

10.3 `n Algemene Vergadering sal belê word deur die Sekretaris van die Vereniging by wyse van `n skriftelike kennisgewing aan alle lede, minstens 21 (een en twintig)

tussen dae voor datum van die vergadering. Genoemde kennisgewing sal die sakelys vir die vergadering bevat en vergesel word van `n volmagvorm en `n kennisgewing om verteenwoordigers aan te wys, welke vorm die verskeie professionele groepe en areas asook hul huidige verteenwoordigers sal aandui. Die verrigting tydens die algemene vergadering sal nie as ongeldig verklaar word indien `n lid nie `n geskrewe kennisgewing ontvang het nie of onopsetlike versuim om `n lid in kennis te stel.

A General meeting will be convened by the Secretary of the Association who will give written notice thereof to all members, such notice to be given 21 (twenty-one) full days before the date of the meeting. The afore-mentioned notice will contain the agenda for the meeting accompanied by a form of proxy and a notice to appoint or elect representatives, which notice shall contain the various professional groups and area and the current representatives. The proceedings at a general meeting will not be invalidated by any member for not having received the written notice or as a result of involuntary neglect in giving notice of a meeting to any member.

- 10.4 Onderworpe aan klousule 26 en 28 van die grondwet sal `n Jaarlikse Algemene Vergadering oor die mag beskik om enige aangeleentheid op te haal, te bespreek en besluite daarvoor te neem, insluitende die verkiesing van die Uitvoerende Komitee, die aanstelling en ontslag van ampsdraers en die opskorting van `n lid se lidmaatskap.

An Annual General Meeting will, subject to the provisions of clauses 26 and 28, have power to raise, discuss and decide any matter whatsoever including the election of the Executive Committee, the appointment and dismissal of officers and the suspension of a membership.

- 10.5 `n Spesiale Algemene Vergadering sal oor die mag beskik vir die aanhoor, bespreking en besluitneming alleenlik oor spesifieke sake, alleenlik soos uiteengesit in die kennisgewing van die vergadering, soos bedoel in 10.2 supra.

A Special General Meeting will have the power to raise, discuss and to decide only on such specific matters as detailed in the notice of the meeting as intended in 10.2 supra.

- 10.6 Die Voorsitter van die Uitvoerende Komitee sal optree as Voorsitter van die Algemene Vergadering. Indien die Voorsitter afwesig is, sal die Ondervoorsitter van die Uitvoerende Komitee optree as Voorsitter en indien dit nie vir hom moontlik is nie, enige lid soos verkies deur die vergadering by wyse van `n meederheidsbesluit.

The Chairman of the Executive Committee shall act as chairman at a General Meeting. In his absence the Vice-Chairman of the executive Committee will act as chairman and failing him any member elected by the meeting by means of majority resolution.

- 10.7 Die Voorsitter skryf die prosedure voor wat gevolg word tydens enige Algemene Vergadering en behoudens 11.3 infra met voorbehoud dat:

The Chairman prescribes the procedure to be followed during a General Meeting save for 11.3 infra, that:

- 10.7.1 oor alle sake gestem word deur middel van die opsteek van hande tensy 'n lid voorstel dat daar per stembrief gestem word en sodanige voorstel behoorlik gesekondeer word, so 'n voorstel mag ingedien word na 'n stem deur die opsteek van hande;

all matters will be decided upon by a show of hands, or by ballot, provided that a motion to that effect be proposed by a member and that such proposal be duly seconded, such a motion may be proposed after a vote by a show of hands;

- 10.7.2 'n lid geregtig is om by wyse van 'n volmag te stem, deur die opsteek van hande, maar die gevolmagtigde is nie geregtig om by wyse van 'n stembrief te stem nie;

a member will have the right to vote by proxy, in show of hands but not in a ballot;

- 10.7.3 die Voorsitter beskik, oor 'n beslissende stem in die geval van staking van stemme;

in the case of an equal vote / decision, the Chairman will have a casting vote;

- 10.7.4 'n Algemene Vergadering eenmalig verdaag mag word na 'n datum en tyd as wat die meerderheid van lede aanwesig tydens die algemene vergadering besluit, onderworpe daaraan dat geen besigheid oorweeg word op so 'n verdaagde vergadering wat nie op die oorspronklike vergadering mee gehandel sou word nie, en dit nie nodig is dat enige kennisgewing van so 'n vergadering gegee word nie.

A general Meeting may be adjourned once to such a date and time as the majority of members present at the general meeting direct, provided that no business will be considered at such adjourned meeting which would not have been transacted at the original meeting and that no notice of such a meeting need be given.

- 10.8 Die kworum van 'n Algemene Vergadering is 25% (vyf en twintig persent) van die geregistreerde lede persoonlik of by wyse van volmag teenwoordig is, en wat geregtig is om te stem by die vergadering. Indien 'n kworum nie teenwoordig is binne 30 minute na die aanbreek van die vasgestelde tyd van die vergadering nie, sal in die geval van 'n Jaarlikse Algemene Vergadering of 'n Spesiale Algemene Vergadering saamgeroep deur die Uitvoerende Komitee, die vergadering uitgestel word na dieselfde dag en tyd 2 (twee) weke later en sal by so 'n verdaagde vergadering, die geregistreerde lede teenwoordig, beskou word as 'n kworum vir die vergadering.

Indien geen kworum teenwoordig is op die vasgestelde dag en 30 minute na die vasgestelde aanvangstyd vir die vergadering, in die geval van 'n Spesiale Algemene Vergadering aangevra deur lede of die Bestuurskomitee nie, sal die vergadering afgestel word.

The quorum for a General Meeting is 25% (twenty five per cent) of the registered members, present in person or represented by proxy and who are entitled to vote at that meeting, provided that if no quorum be present within 30 minutes after the time fixed for the commencement of the meeting, it shall, in the case of an Annual General Meeting or a Special General Meeting, called by the Executive Committee, be postponed to the same day and hour, 2 (two) weeks later and that at such adjourned meeting, the registered members present shall be deemed to be a quorum for the transaction of the business of the meeting.

In the case of a Special General Meeting requested by members or the Management Committee, where no quorum is present on the date specified and within 30 minutes after the commencement time stipulated for the meeting, it shall be cancelled.

11. BESTUURS- EN UITVOERENDE KOMITEE / MANAGEMENT AND EXECUTIVE COMMITTEE

11.1 'n Bestuurskomitee, bestaande uit die verteenwoordigers van verskillende area groepe soos hieronder genoem, soos van tyd tot tyd deur die Uitvoerende Komitee bepaal, sal voor die jaarlikse Algemene Vergadering, deur hulle eie area groepe volgens hul eie ooreengekome prosedure gekies of aangestel word. Die verteenwoordiging van die area groepe sal soos volg wees:

A Management Committee, consisting of the representation of the various area groups listed hereunder, designated from time to time by the Executive Committee, shall, prior to the Annual General meeting be elected or appointed, in a manner to be decided upon by that area group. The representation of the area groups are as follows:

11.1.1 Gauteng area

11.1.2 Vrystaat / Free State area

11.1.3. Kwa-Zulu Natal area

11.1.4 Oos-Kaap / Eastern Cape area

11.1.5 Wes-Kaap / Western Cape area

11.1.6 Spesiale komitees / Special Committees:

(a) Eweknie evaluasie komitee / peer review committee

(b) Regs- en dissiplinêre komitee / law and disciplinary committee

(c) Versekerings- en Opleidingskomitee / Insurance and education committee

- 11.1.7 Enige ander afsonderlike groep, mits die individu(e) lede of `n lid van `n afsonderlike groep is, en almal lede is van die Vereniging.

Any other separate interest group, provided that he / they are members of the separate interest group and that they are all members of the Association.

- 11.1.8 Die name van die verteenwoordigers van die area groepe, sal 48 uur voor die aanvang van die Algemene Jaarlikse Vergadering aan die Sekretaris bekend gemaak word.

The names of the representatives of the area group will be conveyed to the Secretary 48 hours before the start of the Annual General Meeting.

- 11.1.9 Dit sal die verantwoordelikheid van die dienende verteenwoordiger wees om vir die verkiesing of aanwysing van die volgende verteenwoordiger te reël. Die dienende verteenwoordigers is altyd herkiesbaar.

It shall be the responsibility of the serving representative to arrange for the election or appointment of the next representative. The serving representative is re-electable.

- 11.2 Slegs `n lid wie se ledegeld opbetaald is mag verkies word om as lid van die Bestuurskomitee te dien.

Only a member whose membership fees are paid-up may be elected to serve as a member of the Management Committee.

- 11.3 Indien dit vir `n lid van die Bestuurskomitee nie verder moontlik is om sy pligte te vervul nie, mag die Bestuurskomitee na goedgeskiedenis `n ander lid koöpteer om sy plek in te neem, vir die oorblywende termyn.

In the event of any member of the Management Committee, not being able to continue with his duties for whatever reason, the Management Committee shall be entitled to co-opt another member to replace him for the remainder of the term.

- 11.4 Die Bestuurskomitee sal onmiddellik na afloop van die jaarlikse Algemene Vergadering by wyse van geslote stembrief, of sou hulle dit verkies, by wyse van opsteek van hande, uit sy geledere, lede verkies, wat sal dien as Voorsitter, Ondervoorsitter, Sekretaris en Penningmeester om te dien op `n Uitvoerende Komitee. Die Voorsitter, Ondervoorsitter, Sekretaris, en Penningmeester sal in dieselfde hoedanigheid dien op die Uitvoerende Komitee as wat hulle dien op die Bestuurskomitee.

The Management Committee will, immediately after the Annual General Meeting elect by secret ballot, or should they choose to do so, by a show of hands, members to serve as Chairman, Vice-Chairman, Secretary and Treasurer on the Executive Committee. The Chairman, Vice-Chairman, Secretary and Treasurer will serve in these capacities both on the Executive Committee as well as the Management Committee.

- 11.5 Nieteenstaande 11.1 supra mag beide die Bestuurskomitee en die Uitvoerende Komitee op eie diskresie toelaat of vereis dat ander persone teenwoordig mag wees tydens enige vergadering, om deel te neem aan die besprekings, maar so `n persoon

het geen stemreg nie. Die Bestuurskomitee mag in sy diskresie besluit om gedurende 'n termyn nie meer as 2 (twee) lede te koöpteer as volwaardige lede van die Bestuurskomitee, terwyl die Uitvoerende Komitee 1 (een) mag koöpteer. Sulke gekoöpteerde lede sal stemgeregtig wees.

Notwithstanding, 11.1 supra both the Executive Committee and the management Committee may at their discretion allow or require other persons to be present at any meeting to take part in the deliberations, but who will have no voting right. The Management Committee may decide at its discretion to co-opt during a term up to a maximum of 2 (two) members to the Management Committee as fall members, while the Executive Committee may co-opt 1 (one) member. Such co-opted members shall have full voting rights.

12. MAGTE VAN DIE VERENIGING / POWERS OF THE ASSOCIATION

Die Uitvoerende Komitee in hierdie hoedanigheid beskik oor die volgende magte:

The Executive Committee in their capacity possess of the following powers:

- 12.1 Om onderhandelings aan te knoop en deur te voer met betrekking tot die terme en voorwaardes waarop gesondheidsdienste aan persone verskaf word in die Streek. Om prosedures te beheer wat deur lede van die Vereniging gevolg moet word in die voorsiening van genoemde gesondheidsdienste.

To enter into and conclude negotiations with regard to the terms and conditions on which health services will be supplied to persons in the Area and to regulate the procedures to be followed by members of the Association in providing such health services.

- 12.2 Om onderhandelings aan te knoop en deur te voer met mediese skemas, bystandsvereenigings en enige ander finansiële onderskrywers vir die erkenning van Voorkeurverskafferstatus, direkte en gewaarborgde betaling vir dienste gelewer en enige ander voorwaardes en terme wat voordelig mag wees vir die lede van die Vereniging.

To enter into and conclude negotiations with medical aids, benefit societies or any other financial underwriters for the recognition of Preferential Provider Status, direct and guaranteed payment for services rendered and any other terms that may be to the advantage of the members of the Association.

- 12.3 Om sub-komitees aan te wys om eweknie evaluasie te doen, kostebesnoeiings te bepaal en ander funksies uit te voer met betrekking tot die dienste gelewer, deur enige lid asook ad hoc komitees om sekere take uit te voer.

To appoint sub-committees to carry out peer review, cost-containment and other functions in respect of the services provided by any member as well as ad hoc committees to perform certain tasks.

- 12.4 Om te skakel, saam te werk en indien nodig, ooreenkomste aan te gaan met die SAVKT, en ander professionele verenigings, ander onafhanklike praktisyns assosiasies of soortgelyke verenigings, die Nasionale Assosiasie van Individuele Praktisyns Assosiasie en met enige ander verteenwoordigende liggame, persoon of regspersoon vir die bevordering van die hoofdoelstelling van die Vereniging.

To liaise, co-operate and if necessary, conclude agreements with the SASCT, and other professional associations, other independent practice associations, the National Association of Independent Practitioners' Association and with my other representative bodies or person or corporate body for the promotion of the main object of the Association.

- 12.5 Om enige roerende eiendom of onroerende eiendom te verkry of te huur.

To acquire or lease any movable or immovable property.

- 12.6 Om 'n bank-, beleggings- en spaarrekening te open en te bedryf by enige finansiële instelling.

To open and operate banking, investment and savings accounts with any Financial Institution.

- 12.7 Om die fondse van die Vereniging uit te brei in die bereiking van sy hoofdoelstelling.

To expend the moneys of the Association in the achievement of its main object.

- 12.8 Om werknemers, agente, adviseurs en konsultante in diens te neem en te betaal.

To employ and pay staff members, agents, advisors and consultants.

- 12.9 Om te litigeer vir en ten behoeve van die Vereniging, om 'n aanvang te neem met enige regspunt dit teen te staan en / of te verdedig voor enige hof of enige ander bevoegde regsliggaam.

To engage in any litigation for and on behalf of the Association and to commence and prosecute or defend any proceedings before any court of law or any other competent judicial body.

- 12.10 Om versekering uit te neem ten behoeve van die Vereniging die werknemers of die lede.

To take out insurance policies on behalf of the Association, its employees or members.

12.11 Om op enige wyse te handel met enige roerende of onroerende eiendom, verkry deur die Vereniging ongeag of dit gehuur word al dan nie.

To deal in all ways with any movable or immovable property acquired or leased by the Association.

12.12 Om Regulasies uit te reik handelende met:

To issue Regulations dealing with:

12.12.1 Koste-besnoeiende maatreëls wat nagekom moet word deur lede;

Cost-containment measures to be adhered to by members;

12.12.2 Eweknie Evaluasie funksie;

Peer Review Evaluation function;

12.12.3 Etiese Kode wat nagekom moet word;

Code of Ethics to be adhered to;

12.12.4 Risiko bestuur en professionele vrywaringsversekering;

Risk management and professional indemnity insurance;

12.12.5 Ander verwante sake.

Other related matters.

12.13 Om alle uitgawes te betaal wat aangegaan is deur die Vereniging, deur die bemiddeling van sy werknemers of amptenare ter bereiking van die Vereniging se hoofdoelstelling.

To make payment of all expenses incurred by the Association through its employees or officers in achieving its main object.

12.14 Om werknemers vir die Vereniging in diens te neem of uit diens te ontslaan.

To employ or to terminate the services of employees of the Association.

12.15 Om enige ooreenkoms te sluit om die hoofdoelstelling van die Vereniging na te streef, insluitend maar nie beperk nie tot `n ooreenkoms met `n bestuursmaatskappy wat die Vereniging sal bestuur en ander dienste aan die Vereniging lewer en te betaal vir sodanige bestuur en dienste.

To enter into agreement for the purpose of achieving the main object of the Association, including but not limited to an agreement with a management company to manage and to provide other services to the Association and to pay for such managing and services.

- 12.16 Om al die nodige stappe te neem soos wat verwag mag word om die hoofdoelstelling van die Vereniging te bereik.
To take all and any other steps that may be required for the achievement of the main object of the Association.

- 12.17 Om te verseker dat alle lede van die Vereniging behoorlik geregistreer is by en 'n goeie naam en reputasie het by die Raad vir Gesondheidsberoep van SA.

To ensure that all members of the Association are duly registered and in good standing with the Health Professional council of SA.

13. FUNKSIES VAN DIE BESTUURSKOMITEE / FUNCTIONS OF THE MANAGEMENT COMMITTEE

Die funksies van die Bestuurskomitee is soos volg:

The functions of the Management Committee are as follows:

- 13.1 Om alle lede van die Vereniging te verteenwoordig.

To be representative of all the members of the Association.

- 13.2 Om 'n skakeling tussen die lede van die Vereniging en die Uitvoerende Komitee te wees en hulle lede ingelig te hou.

To liaise between the members of the Association and the Executive Committee to keep their members informed.

- 13.3 Om te beskik oor 'n veto-reg ten opsigte van besluite geneem deur die Uitvoerende Komitee.

To have the right of veto regarding decisions taken by the Executive Committee:

- 13.4 Om beleidsbesluite aan te neem.

To make policy decisions.

- 13.5 Om beskikbaar te wees om diens te lewer in enige taakgroep wat van tyd tot tyd voorgestel word.

To be available to render service in any task group(s) which may be constituted from time to time.

- 13.6 Die Bestuurskomitee mag in hulle diskresie van tyd tot tyd terugvoering verlang van die Uitvoerende Komitee.

The Management Committee may, at their discretion, require feedback from the Executive Committee.

14. REGULASIES /REGULATIONS

- 14.1 Aangeheg tot hierdie Grondwet is die volgende Regulasies, wat bindend is op 'n lid:

Attached to this Constitution are the following Regulations to which a member will be obliged to adhere to:

- 14.1.1 Koste-besnoeiings Regulasies

Cost-containment Regulations

- 14.1.2 Eweknie Evaluasie Regulasies

Peer Review Regulations

- 14.1.3 Etiese Kode Regulasies

Code of Ethics Regulations

- 14.2 Die Uitvoerende Komitee mag nuwe Regulasies uitreik en enige bestaande Regulasies wysig, deurhaal of byvoeg onderworpe aan 17.1.4 infra en 26 infra.

The Executive Committee may issue new Regulations and may amend, delete or add to any existing regulations subject to 17.1.4 infra and 26 infra.

15. DISSIPLINÊRE MAATREËLS / DISCIPLINARY MEASURES

- 15.1 Stappe mag teen 'n lid geneem word voortspruitend uit enige handeling deur hom gepleeg wat 'n negatiewe uitwerking op die Vereniging of sy lede mag hê. Hierdie reg ontnem nie die regte van die verskillende Rade om dissiplinêre stappe te neem teen enige professionele lid nie.

Steps may be taken against a member arising from any actions by the member which negatively impacts on the Association or its members. This right will not in any way detract from the rights of the various Councils to take disciplinary measures against any professional member.

- 15.2 Die Bestuurskomitee mag die nodige stappe neem teen 'n lid met betrekking tot:

The Management Committee may take necessary steps against a member in respect of:

15.2.1 Enige versuim deur hom om te voldoen aan die vereistes van die Grondwet en Regulasies;

Any failure by him to comply with the provisions of the Constitution and Regulations;

15.2.2 Enige verbreking deur hom van die bepalings van 'n ooreenkoms gesluit deur die Vereniging wat 'n lid bind, onderworpe aan die bepalings van 8.4 supra;

Any breach by him of the provisions of any agreement negotiated by the Association to be binding on a member, subject to the provisions of 8.4 supra.

15.2.3 Enige handeling deur hom, of aktiwiteit wat die belange, eenheid, hoofdoelstelling, handelinge of die grondwet en die gepaardgaande regulasies van die Vereniging bedreig, ondermyn, verydel, opponeer of op enige manier direk of indirek, potensieel of werklik skade aandoen.

Any act or activity by him which threatens, undermines, actually or potentially the interests, unity, aims, main object and activities of this Association or its constitution and the accompanying regulations. Any activity by him which may be detrimental to the interests of any patient, the Association or the attainment of the main object of the Association.

15.2.4 Dissiplinêre stappe teen 'n lid sal soos volg afgehandel word:

Disciplinary measures against a member will be conducted as follows:

15.2.4.1 Enige klag teen 'n lid sal aan die Uitvoerende Komitee gerapporteer word, welke komitee die klag sal ondersoek binne die raamwerk van die grondwet en regulasies, om te bepaal of daar wel enige oortreding begaan is en indien wel of die oortreding wel dissiplinêre stappe regverdig of slegs 'n aanmaning deur die Uitvoerende Komitee. Indien bogenoemde toepaslik geag word sal die Sekretaris van die Uitvoerende Komitee dienooreenkomstig gestaak word om die lid skriftelik te maan en te waarsku. Indien die klag blyk om binne die bestek van die Ewesknie Evaluasie Komitee te val sal die geval deur die Sekretaris, met al die nodige inligting aan daardie komitee oorgedra word. Indien die Uitvoerende Komitee egter van mening is dat dissiplinêre stappe wel nodig is of as die aanmaning nie die verlangde effek of respons gehad het nie, sal dit aan die Bestuurskomitee deur gegee word.

Any complaint against a member will be reported to the Executive Committee, which committee will examine the complaint within the framework of the constitution and regulations, in order to determine whether an indiscretion has been committed and if so whether it warrants disciplinary action or whether a caution by the Executive Committee would suffice. Should the latter be determined upon, the Secretary of the Executive Committee will be tasked to give a written warning and caution to the member. Should the complaint be of a Peer Review nature, the complaint will be handed to the Peer Review Committee for further action, with all the relevant information. Should the Executive Committee however be of the opinion, that

disciplinary procedures are required or if the cautionary letter has not had the desired effect, the matter will be referred to the Management Committee.

- 15.2.4.2 Afhangende van die erns van die saak sal die Bestuurskomitee dit of op sy volgende geskeduleerde vergadering hanteer of sal dit op 'n spesiale vergadering hanteer word.

Depending upon the gravity of the situation, the Management Committee will deal with the matter as its next scheduled meeting or call a special ad hoc meeting to handle the matter.

- 15.2.4.3 Indien daar op formele dissiplinêre stappe besluit word, sal die verteenwoordiger van die lid se area as Voorsitter van die Dissiplinêre Komitee aangestel word (waar die verteenwoordiger self betrokke is, sal 'n ander lid van die Bestuurskomitee hiermee getaak word) en sal by 'n komitee van 4 (vier) ander lede vanuit die Bestuurskomitee saamstel. Lede van die Uitvoerende Komitee mag nie op so 'n komitee dien nie. Hierdie komitee sal die tyd en datum binne 14 (veertien) dae van die vergadering en plek van dissiplinêre verhoor vasstel en sal onmiddellik die betrokke lid, per geregistreerde brief van die verhoor asook die klagtes teen hom/haar, in kennis stel, met spesifieke vermelding dat hy verteenwoordiging mag verkry. Hierdie vergunning sal ook vir die Dissiplinêre Komitee geld.

Should formal disciplinary action be decided upon, the representative of the member's area: will be appointed chairperson of the Disciplinary Committee (should he/she be the member involved, mother member of the management committee will be appointed) and he will appoint a committee of 4 (four) other members, drawn from the Management Committee. Members of the Executive Committee may not serve on this committee.

This committee will determine the time, date within 14 (fourteen) days of the meeting and place of the disciplinary hearing and will immediately inform the member by registered post, which letter shall contain full details of the complaint against him as well as an invitation to be represented, should he so wish. The Disciplinary Committee may also avail itself of representation.

- 15.2.4.4 By die verhoor sal 'n lid van die Uitvoerende Komitee die klag teen die lid aanhangig maak. Die lid en / of sy verteenwoordiger sal die lid se saak stel. Die Dissiplinêre Komitee sal die reg hê, om indien nodig, getuies te roep al sou dit beteken dat die verhoor tot 'n latere datum verdaag moet word.

At the hearing, a member of the Executive Committee will present the complaint against the member. The member and / or his representative will state his case. The Disciplinary Committee shall have the right to call witnesses, even if this requires an adjournment of the proceedings to a later stage.

- 15.2.4.5 Na die verhoor afgehandel is, sal die Dissiplinêre Komitee onmiddellik vergader om te besluit of die lid wel skuldig is en indien wel, wat die gepaste straf, tot en met tydelike opskorting of terminasie van lidmaatskap sal wees. Die besluit van

die Dissiplinere Komitee sal binne 7 (sewe) dae, per geregistreerde brief aan beide die lid en die sekretaris van die Uitvoerende Komitee oorgedra word.

After the hearing has been completed, the Disciplinary Committee will immediately meet to consider whether the member is indeed guilty and if so, what the appropriate punishment up to and including temporary suspension or termination of membership, should be. The decision of the Disciplinary Committee will be conveyed within 7 (seven) days, by registered letter, to both the member and the Secretary of the Executive Committee.

15.2.4.6 Alle dissiplinêre verrigtinge en kommunikasie word in camera en uiters vertroulik hanteer.

All disciplinary hearings and communications will take place in camera and in the strictest confidentiality.

15.2.4.7 Indien die lid na behoorlike kennisgewing versuim om enige van die vergaderings by te woon, sal dit aanvaar word dat die lid van sy regte afstand gedoen het en die vergadering sal in sy afwesigheid voortgaan.

In the event that the member was properly notified and then fail to attend any of the meetings, it will be assumed that he has waived his right to appear at the meetings. The meeting shall conduct its business in his absence.

15.2.4.8 'n Lid doen afstand van sy reg om die Vereniging of lede van die Bestuurskomitee, die Uitvoerende Komitee of enige ander Komitee te dagvaar vir stappe deur hulle geneem, wat tot 'n ontslag lei of enige ander straf wat hom opgelê is.

A member waives his right to sue the Association or members of the management Committee, the Executive Committee or any other committee, for steps which have led to the termination of his membership or any other sanction imposed upon him.

16. NOTULES / MINUTES

Notules van vergaderings van die Bestuurskomitee, die Uitvoerende Komitee en enige Algemene Vergadering sal gehou en beskikbaar wees vir insae deur 'n lid behalwe die notules en verrigtinge van die Eweknie Evaluasie Komitee en Dissiplinêre Komitee, wat slegs ter insae is vir die lede van die Uitvoerende Komitee en Eweknie Evaluasie Komitee en vir die Bestuurskomitee tydens 'n appèl.

Minutes of meetings of the Management Committee, the Executive Committee and of any General Meeting shall be kept and shall be made available for scrutiny by a member, except the minutes and proceedings of the Peer Review Committee and disciplinary meeting, which shall only be available to the members of the

Executive and Peer Review Committees and the Management Committee during an appeal.

17. FUNKSIES VAN DIE UITVOERENDE KOMITEE / FUNCTIONS OF THE EXECUTIVE COMMITTEE

17.1 . Die Uitvoerende Komitee beskik oor die volgende bevoegdhede:

Die Executive Committee shall be empowered to:

17.1.1 om enige dissiplinêre stappe te neem soos voorgeskryf deur die Grondwet

carry out any disciplinary steps as stipulated in the Constitution

17.1.2 Om sulke stappe te neem wat nodig is vir die dag tot dag werkverrigtings van die Vereniging en vir alle sake wat na hulle verwys is deur lede tydens die Algemene Vergadering en deur die Bestuurskomitee, deur hulself of deur enige werknemer, konsultant of besturende maatskappy;

To take such actions as are required to deal with the day to day operations of the Association and with all matters referred to it by the members in General Meeting, themselves, the Management Committee or through any employee, consultant or management company;

17.1.3 Om te handel met alle roerende en onroerende bates van die Vereniging en dit te bestuur:

To deal with and to manage all assets, movable and immovable, of the Association;

17.1.4 Om Regulasie te formuleer as nuwe regulasies gewysigde of byvoegings vir goedkeuring deur die lede van die Algemene Vergadering.

To formulate Regulations as new regulations or amendments or additional Regulations for approval by the members in General Meeting.,

17.1.5 Om die nodige stappe te neem ten opsigte van die bevordering van die hoofdoelstelling van die vereniging en in besonder om te onderhandel aangaande die voorwaardes en terme waarop lede gesondheidsorg sal voorsien.

To take all steps necessary to promote the main object of the association and in particular to enter into negotiations relating to the terms and conditions upon which members will provide health care.

17.1.6 Om sub-komitees aan te stel om ondersoek in te stel en te rapporteer aan die Uitvoerende Komitee aangaande enige saak wat die Vereniging of sy lede mag raak.

To appoint sub-committees to investigate and to report to the Executive Committee on any matter affecting the Association or its members.

- 17.2 Die Uitvoerende Komitee sal verseker dat volledige en behoorlike finansiële rekords van die Vereniging gehou word en dat 'n ouditeur aangestel word vir die Vereniging. Die ouditeur sal 'n audit van die bedrywighede van die Vereniging uitvoer en finansiële state en 'n auditverslag voorlê aan die Jaarlike Algemene Vergadering vir goedkeuring deur die lede.

The Executive Committee will ensure that full and proper financial records of the Association be kept and to this end shall appoint an auditor to the Association. The auditor shall conduct an audit of the affairs of the Association and submit financial statements and audit report to the Annual General meeting for approval by the members.

- 17.3 Die Uitvoerende Komitee sal nie geregtig wees om 'n lening aan te gaan vir die uitvoer van die hoofdoelstelling van die vereniging nie tensy hulle optrede goedgekeur word deur die lede tydens 'n Algemene Vergadering.

The Executive Committee will not be entitled to raise a loan for the execution of the main object of the Association unless this is approved by the members during a General Meeting.

- 17.4 Om ooreenkomste aan te gaan met ander IPA's met die doel om die aktiwiteite van hierdie Vereniging te koördineer.

To enter into agreements with other IPA's in order to co-ordinate the activities of these Associations.

- 17.5 Die Uitvoerende Komitee sal ten minste 4 (vier) keer per kalender jaar vergader.
The Executive Committee will meet at least 4 (four) times a calendar year.

18. AFDANKING VAN 'N LID VAN DIE BESTUURSKOMITEE OF UITVOERENDE KOMITEE / DISMISSAL OF A MEMBER OF THE EXECUTIVE COMMITTEE OR MANAGEMENT COMMITTEE

Die aanstelling van 'n lid van die Bestuurskomitee of Uitvoerende Komitee sal beëindig word indien:

The appointment of a member of the Management Committee or Executive Committee shall be terminated if:

- 18.1 hy skriftelik kennis gee aan die Vereniging van sy bedanking uit sy aanstelling;
he resigns from this appointment giving such notification in writing to the Association

- 18.2 hy ophou om te kwalifiseer as 'n lid van die Vereniging;
he ceases to qualify as a member of the Association;
- 18.3 sy boedel insolvent verklaar word;
his estate is declared insolvent;
- 18.4 dissiplinêre stappe teen hom aanhangig gemaak word;
disciplinary steps are taken against him;
- 18.5 sy bedanking aangevra word deur die meerderheid van die geregistreerde lede
by 'n Spesiale Algemene Vergadering;
his resignation is called for by the majority of registered members at a Special
General Meeting;
- 18.6 Die bestuurskomitee mag in hulle eie diskresie 'n lid van die Uitvoerende Komitee
se bevoegdhede beëindig en /of die Uitvoerende Komitee as 'n geheel ontbind en
'n nuwe verkiesing van die Uitvoerende Komitee uitroep.
Hierdie besluite mag egter slegs deur die Bestuurskomitee geneem word wat
spesiaal vir die doel saamgestel is.

The Management Committee may at its discretion terminate the office of a member of the Executive Committee or may at its discretion dissolve the Executive Committee and call for a new election of the Executive Committee. Such decisions may only be taken at a Management Committee Meeting especially called for this purpose.

**19. VERGADERINGS VAN DIE UITVOERENDE KOMITEE EN
BESTUURSKOMITEE / MEETINGS OF THE EXECUTIVE AND
MANAGEMENT COMMITTEES**

- 19.1 Die Uitvoerende Komitee sal ten minste een keer elke derde kalender maand
vergader.
The Executive Committee shall meet at least once every third calendar month.
- 19.2 Die Voorsitter van die Uitvoerende Komitee mag ter enige Tyd 'n vergadering van
die Uitvoerende Komitee belê om te handel met dringende sake.
The Chairman of the Executive Committee may at any time convene a meeting of
the Executive Committee to deal with matters of an urgent nature.

- 19.3 `n Kworum bestaande uit minstens 50% (vyftig persent) van die lede van die Uitvoerende Komitee moet teenwoordig wees tydens die verrigtinge van die vergaderings.

A quorum of the meeting of the Executive Committee will be at least 50% (fifty per cent) of the members of the Executive Committee.

- 19.4 Elke Komiteelid beskik oor 1 (een) stem by besluitneming en sodanige besluitneming sal geskied by wyse van die meerderheid stemme.

Each Committee member will have one vote in deciding any matter and decisions will be taken by a majority vote.

- 19.5 In die geval van `n staking van stemme, beskik die Voorsitter oor `n beslissende stem.

In the event of there being an equality of votes, the Chairman will have a casting or second vote.

- 19.6 Dit sal nie nodig wees om kennis te gee van `n vergadering van die Uitvoerende Komitee aan `n lid wat op daardie tydstip buite die grense van die RSA is nie.

It will not be necessary to give notice of a meeting of the Executive Committee to any member who at the time of the meeting is outside the boundaries of the RSA.

- 19.7 `n Besluit, behoorlik geteken deur al die lede van die Uitvoerende Komitee (behalwe die lede buite die grense van die RSA op daardie tydstip) en wat nie minder is as wat nodig is om `n kworum te vorm nie, sal van krag wees asof dit vasgestel is deur `n vergadering van die Uitvoerende Komitee, wat behoorlik saamgeroep en saamgestel is. So `n besluit mag bestaan uit meer as een dokument waarop die handtekening van een of meer lede van die Uitvoerende Komitee verskyn en mag ook faksimileversending wees.

A resolution duly signed by all members of the Executive Committee (other than those outside the RSA at that time) and being not less than are sufficient to form a quorum will be valid and effectual as if it had been passed at a meeting of the Executive Committee duly called for and constituted. Such resolution may consist of more than one document on which the signature of one or more members of the Executive Committee appears, which document may also be a facsimile transmission.

- 19.8 Die Bestuurskomitee sal ten minste 4 (vier) keer per kalender jaar vergader met dienverstande dat die laaste vergadering ten minste 1 (een) maand voor die Algemene Jaarlikse Vergadering sal plaasvind.

The Management Committee shall meet at least 4 (four) times per calendar year, provided that the last meeting of its term of office takes place at least 1 (one) month before the Annual General Meeting.

- 19.9 Die voorskrifte uiteengesit in 19.2 supra sal mutis mutandis op die Bestuurskomitee van toepassing wees.

The directions stipulated in 19.2 supra tot 19.7 supra will apply mutatis mutandis to the Management Committee.

20. LEDERREGISTER / REGISTER OF MEMBERS

Alle lede sal van tyd tot tyd hul adresse aan die Sekretaris verskaf wat 'n register sal by hou van die name en adresse van lede.

All members shall communicate their addresses from time to time to the Secretary who will keep a register of their names and addresses.

21. ADRES / ADDRESS

Enige kennisgewing of rekening sal direk aan 'n lid se behoorlik geregistreerde adres ge-pos word, soos aangeteken in die register. In die geval waar 'n lid versuim om te registreer of enige verandering van adres in die register aan te teken, of in die geval waar 'n brief aan die geregistreerde adres gestuur is en teruggestuur is as onbekend, sal so 'n kennisgewing geag word as behoorlik gegee.

Any notice or account directed to a member shall be properly delivered by posting it to the member's registered address as appearing in the register of members. In the event of any member failing to register any change of address, or of letters posted to the registered address being returned, such notice will be considered as having been properly given.

22. BANKREKENING / BANKING ACCOUNT

- 22.1 Alle gelde verskuldig aan die Vereniging sal aan die Vereniging betaal en gedeponeer word in die Vereniging se bankrekening.

All money due to the Association will be paid to the Association and will be deposited in the Association's bank account.

- 22.2 Alle uitbetalings gemaak namens die Vereniging sal betaal word uit die Vereniging se bankrekening.

All disbursements made on behalf of the Association will be paid from the Association's bank account.

- 22.3 Alle tjeks of ander verhandelbare dokumente uitgereik deur die Vereniging moet deur twee van die volgende drie persone geteken word: die Tesourier, die Voorsitter of Ondervoorsitter van die Uitvoerende Komitee.

All Cheques or other negotiable instruments issued by the association must be signed by two of the following three persons: The Treasurer, the Chairman or Vice-Chairman of the Executive Committee.

- 22.4 Surplus fondse mag van tyd tot tyd belê word by groot Finansiële instellings, goedgekeur deur die Bestuurskomitee.

Surplus funds may from time to time be invested with major Deposit Taking Institutions, approved by the management Committee.

- 22.5 In die geval van te min fondse beskikbaar in die Vereniging se bankrekening sal die Uitvoerende Komitee oor die reg beskik om 'n kapitaalheffing van die lede van die Vereniging te verhaal om die nodige verpligtinge na te kom.

In the event of there being inadequate funds in the bank account of the Association, the Executive Committee will have the right to call up a levy from the members to the Association to meet its obligations.

23. FINANSIËLE JAAR / FINANCIAL YEAR

Die Finansiële jaar van die Vereniging eindig op die laaste dag van Julie van elke jaar.

The Financial year-end of the Association will be on the last day of July each year.

24. FINANSIËLE STATE / FINANCIAL STATEMENTS

- 24.1 Die Uitvoerende Komitee sal voldoende finansiële state hou, wat alle inkomstes en uitgawes van die Vereniging en al sy bates en laste aantoon.

The Executive Committee shall cause proper financial statements to be kept, showing all income and expenditure of the Association and of all its assets and liabilities.

- 24.2 Die finansiële state van die Vereniging sal ge-oudit word deur 'n ouditeur soos aangewys deur die Uitvoerende Komitee vir die doel.

The financial statements of the Association will be audited by a duly appointed auditor by the Executive Committee.

25. AFSKRIFTE VAN DIE GRONDWET EN REGULASIES / COPIES OF THE CONSTITUTION AND REGULATIONS

’n Afskrif van die Grondwet en Regulasies sal beskikbaar wees vir insae deur lede wanneer daarvoor aansoek gedoen word by die Sekretaris. Elke persoon wat ’n lid van die vereniging word sal op aanvraag, ’n afskrif van die Grondwet en Regulasies ontvang.

A copy of the constitution and Regulations will be available for inspection by the members upon application to the Secretary. Each person, on becoming a member of the Association, will receive, on request a copy of the constitution and Regulations.

26. WYSIGING VAN DIE GRONDWET / AMENDMENT OF THE CONSTITUTION

Geen wysiging sal aan hierdie Grondwet aangebring word, tensy dit gedoen word in terme van ’n spesiale besluit geneem tydens ’n Algemene Vergadering deur die lede en die spesiale besluit geneem is deur $\frac{2}{3}$ (twee derdes) van die lede van die Vereniging wat persoonlik of by wyse van ’n skriftelike volmag met voorbehoud van 27 infra teenwoordig is. So ’n wysiging mag slegs goedgekeur word tydens ’n vergadering waarvan kennis gegee is van die voorgestelde wysiging 21 (een-en-twintig) tussen dae voor die vergadering en die kennisgewing die wysiging volledig uiteensit, die rede vir die voorgestelde wysiging en die gevolg van die wysiging.

No amendment of the Constitution will be passed unless this is done in terms of a resolution taken at a General Meeting of the members and the resolution is passed by $\frac{2}{3}$ (two thirds) of the members of the Association present in person or by proxy subject to 27 infra. Such amendment may furthermore only be passed at a meeting where notice of the proposed amendment is given 21 (twenty-one) full days before the meeting, such notice shall enunciate the proposed amendment, the reasons for the proposal and the effect thereof.

27. SKADELOOSTELLING / INDEMNITY

’n Lid of werknemer van die Vereniging sal nie verantwoordelik gehou word deur die Vereniging vir enige verliese en uitgawes aangegaan wat nodig mag wees vir enige rede, handeling of iets gedoen deur hom in die uitvoer van sy pligte nie, tensy die verlies ontstaan het deur sy eie nalatigheid, oneerlikheid of pligsversuim. Dit is ’n verskanste bepaling in hierdie Grondwet wat nooit in die toekoms verander mag word nie, nieteenstaande die bepalings van klousule 26, dat elke lid van die Vereniging persoonlik verantwoordelik is vir sy professionele en persoonlike handeling en dat lidmaatskap van die Vereniging geen beskerming bied teen etiese of regsgedinge deur enige statutêre liggaam of hof of individu nie. Die Vereniging aanvaar geen verantwoordelikheid of mede-verantwoordelikheid vir die professionele of persoonlike dade van ’n lid nie, al sou so ’n geding voortvloei uit ’n kontrak met die Vereniging namens die lid onderhandel en geteken het.

Any member, officer or employee of the association will be indemnified by the association against all losses and expenses which he may incur or become liable for, for whatever reason or any act committed by him as such in the discharge of his duties on behalf of the Association; unless the loss in question is caused by his own gross negligence, dishonesty or breach of trust. It is an entrenched clause in this constitution which may never be altered, clause 26 notwithstanding, that every member of the society is personally responsible for his professional and personal actions and that membership of the Association confers no protection against any ethical or legal proceedings by any statutory body or court of law or person. The Association does not accept any responsibility or co-responsibility for the professional or personal actions of its members, even if such an action arises from a contract that the Association negotiated and signed on behalf of the member.

28. KENNISGEWING VAN ONTBINDING / NOTICE OF DISSOLUTION

28.1 Die Vereniging mag ontbind of saamsmelt met `n ander Vereniging wat `n soortgelyke hoofdoelstelling nastrewe.

The Association may be dissolved or merge with another Association with a similar main object.

28.1.1 slegs as `n besluit geneem is deur $\frac{2}{3}$ (twee derdes) van die lede wat teenwoordig is of deur `n volmag by `n behoorlik gekonstitueerde Algemene Vergadering vir lede;

only if a resolution has been passed by $\frac{2}{3}$ (two thirds) of the members present or by proxy at a duly constituted General Meeting of members;

OF/OR

28.1.2 as `n aansoek tot `n hof gemaak word deur lede op grond daarvan dat die vereniging aktief geraak het of nie in staat is om sy doelwit en oogmerke te verwesenlik nie.

On an application to a court of law by any member on the ground that the Association has become dormant or is unable to fulfill its purpose and objectives.

28.2 By samesmelting sal die bates van die Vereniging die nuwe saamgesmelte Vereniging toeval.

On amalgamation, the assets of the Association will be transferred to the newly merged Association.

29. VERTOLKING VAN DIE GRONDWET / INTERPRETATION OF THE CONSTITUTION

By die vertolking van die Grondwet en die gepaardgaande Regulasies sal die Afrikaanse weergawe, bindend en as korrek aanvaar word.

If any interpretation of the Constitution and the accompanying Regulations, the Afrikaans version will be accepted as being correct and binding.

PERFMED

INDIVIDUELE PRAKTISYNSASSOSIASIE
INDEPENDENT PRACTITIONERS' ASSOCIATION

KOSTEBESNOEIINGS
COST-CONTAINMENT

1. DOEL/PURPOSE

Die Kostebesnoeiingskomitee het ten doel die identifisering van areas waar koste bespaar kan word sonder inkorting van mediese standaarde. Die pasiënt se belange moet altyd eerste gestel word.

The Cost Containment committee has as its aim the identifying of cost containment measures, without compromising the standard of medicine. The interests of the patient must always be put first.

2. DOELWITTE / GOALS

Die doelwitte van hierdie Komitee is:

The aims of this Committee are:

- 2.1 Om besparingsmoontlikhede te identifiseer sonder om standaard in te boet.

To identify cost containment whilst maintaining standards.

- 2.2 Eweknie Evaluasie maatreëls sal die doeltreffendheid van bogenoemde bepaal/beheer.

Peer Review measures will facilitate the controlling of the cost-containment measures.

3. PROSEDURES/PROCEDURES

Die goedkoopste en doeltreffendste prosedure moet oorweeg word sonder om veiligheid in te boet.

The most cost-effective procedure, commensurate with effective and safe medical practice must be performed.

4. PASIËNT ONDERRIG / PATIENT EDUCATION

Die besparings en ander doelstellings wat deur die IPA beoog word, sal aan die mediese fondse en pasiente bekend gemaak word.

A promotion campaign will be undertaken to inform both medical aids and patients regarding the aims and cost-containment efforts of the IPA.

PERFMED

INDIVIDUELE PRAKTISYNSASSOSIASIE
INDEPENDENT PRACTITIONERS' ASSOCIATION

EWEKNIE EVALUASIE
PEER REVIEW

1 DOELWIT / AIM

Om toe te sien dat die oogmerke van die IPA nagekom word - om koste doeltreffende gehalte mediese versorging aan die bevolking te verskaf teen 'n tarief wat die pasiënt kan bekostig, terwyl die belange van die diensverskaffers beskerm word.

To ensure that the aims of the IPA are met - to render cost effective, quality medical care to the population at a rate the patient can afford, whilst protecting the interests of the service providers.

2 EWEKNIE EVALUASIE FUNKSIE / PEER REVIEW FUNCTION

Die funksie van die Eweknie Evaluasie sal deur die Uitvoerende Komitee gekoördineer word.

The Peer Review Committee will be a sub-committee of the Management Committee and will be chosen at the Annual General meeting consisting of 3 (three) members:

1. Voorsitter / Chairman
2. Ondervoorsitter/Vice-chairman
3. Een (1) lid / One (1) member

Die Voorsitter sal nie vir nog 1 (een) jaar herkies kan word nie en die Ondervoorsitter sal Voorsitter word.

- 3.1 Die Voorsitter sal 'n lid van die Bestuurskomitee wees.

The Chairman will be a member of the Management Committee.

- 3.2 Die Eweknie Evaluasie Komitee sal 3 (drie) lede kan ko-opteer op die Eweknie Evaluasie Komitee indien dit nodig geag word.

The Peer Review Committee may co-opt 3 (three) members to the Peer Review Committee if necessary.

- 3.3 Spesialiste in die verskillende afdelings mag uitgenooi word om in 'n adviserende hoedanigheid te dien afhangende van die behoefte. Hierdie kan verskillende Akademiese Departemente, Finansiële en Wetlike Spesialiste, ensovoorts insluit.

Specialists in various fields may be invited in an advisory capacity should the need arise. These could be from Academic Departments, Financial and Legal Specialists, ect.

4. METODES EN FUNKSIONERING / METHODS AND FUNCTIONING

4.1 Die klem word gelê op die inlig en opleiding van lede.

Emphasis is placed on informing and educating members.

4.2 Bedrog moet uitgeskakel (ge-elimineer) word.

Fraud must be eliminated.

4.3 Die stelsel moet meeste van die probleme uitskakel (elimineer).

The system must eliminate most of the problems.

4.4 Die Uitvoerende Komitee sal die insameling van data vergemaklik sodat die doeltreffendheid van die Eweknie Evaluasie kan verbeter.

The Executive Committee will facilitate the collecting of data to improve the efficiency of the Peer Review.

4.5 Absolute vertroulikheid word toegepas.

Absolute confidentiality applies.

4.6 Indien daar gevind word dat 'n lid oortree, sal daar 'n skrywe aan hom/haar gerig word.

If it is found that a member transgresses, a letter will be sent to him/her.

4.7 Indien 'n lid voortdurend buite die norme optree, sal hy/sy verwys moet word na die Eweknie Evaluasie Komitee waar:

If a member persists to practice outside the norm, he/she will be referred to the Peer Review Committee, where:

4.7.1 'n Gesprek gevoer sal word om die persoon tot ander insigte te bring.

A discussion will be held with the view to changing his practice.

4.7.2 Aanbevelings aan die Uitvoerende Komitee gemaak sal word

Recommendations will be made to the Executive Committee.

4.7.3 'n Lid onder bespreking kan appèl aanhangig maak teen die besluit van die Uitvoerende Komitee by die Bestuurskomitee.

The member under question may make an appeal regarding the decision of the Executive Committee, to the Management Committee.

5. RAADGEWENDE OPTREDE / ADVISORY FUNCTION

Dit word beklemtoon dat die Komitee nie hulle toesig in `n negatiewe rol wil implementeer nie. Indien enige lid nie by die regulasies hou nie, sal hy onderwerp word aan `n raadgewende optrede soos uiteengesit is in die Grondwet.

The Committee emphatically stresses that it does not wish to implement its role in a negative connotation. Should any member not abide by the regulations he will be subjected to advisory action as envisaged in the Constitution.

PERFMED

INDIVIDUELE PRAKTISYNSASSOSIASIE
INDEPENDENT PRACTITIONERS' ASSOCIATION

ETIESE KODE
CODE OF ETHICS

**LEDE VAN DIE VERENIGING ONDERNEEM OM:
THE MEMBERS OF THE ASSOCIATION AGREE TO:**

1. Die omvattende geneeskunde tot die beste van hul vermoë te beoefen met respek en begrip vir menswaardigheid.

Practice the science and art of medicine to the best of their ability, with compassion and respect for human dignity.
2. Deur voorgesette onderrig, op standaard te bly aangaande mediese ontwikkeling.

Continue self-education to keep abreast with new developments medical care.
3. Pasiënte deeglik en volledig te ondervra en te ondersoek.

Ensure that every patient receives a complete and thorough medical examination with regard to any complaint or condition.
4. Behoorlike aantekeninge te hou oor pasiente.

Ensure that accurate records regarding patients are kept.
5. Praktykvoering bo enige verdenking te laat plaasvind. Pasiënte mag nie vir eie gewin, hetsy finansieël, fisies of emosioneel, uitgebuit word nie.

Ensure that all professional conduct is above reproach, and that patients are not taken advantage of, either physical, emotional or financial.
6. Verantwoordelikheid te aanvaar vir mediese sorg aan enige persoon, sonder voorbehoud aangaande kleur, geloof, politieke oortuigings of aard van siekte, solank dit binne die vermoë van die praktisyn se kennis strek.

Render medical services to any person regardless of color, religion, political affiliation, and nature of the illness as long as it is within the practitioner's capabilities.
7. Die reg van pasiënte te erken om insig te hê aangaande siekte, die oorsake en verloop daarvan, asook die behandeling met die gepaardgaande risiko's en voordele.

Accept the right of all patients to know the nature of his illness, its probable cause, and the available treatment, together with all likely benefits and risks involved.

8. Pasiënte toe te laat om Perfusie Tegnoloë self te kies.
Allow all patients the right to choose their Perfusionists freely.
9. Eie beperkings te ken en te erken, en om indien nodig, pasiënte na spesialis tegnoloë te verwys.
Recognize one's limitations and when necessary, recommend the patient to a specialist Perfusionist.
10. Pasiënteinligting vertroulik te hanteer en dit slegs met sy toestemming bekend maak, tensy anders deur die Wet vereis.
Keep patient information confidential, to divulge it only with the patient's permission unless otherwise ordered by law.
11. Spesiale ondersoeke en behandeling tot die noodsaaklikste te beperk. Alternatiewe moontlikhede moet aan die pasiënt voorgehou word, sodat hy 'n ingeligte keuse kan maak.
Recommend only those diagnostic procedures, which seem necessary to assist in the care of the patient and only that therapy which seems necessary for the well-being of the patient. Exchange such information with a patient as is necessary for them to make informed choices where alternatives exist.
12. Pasiënte op versoek by te staan met verskaffing van inligting wat nodig mag wees vir invordering van finansiële voordele.
Assist, when requested by any patient, by supplying the information necessary to enable the patient to receive any financial benefit to which he / she may be entitled.
13. Bystand te verleen indien 'n pasiënt dringend mediese hulp benodig.
Render all assistance possible to any patient where urgent need for medical care exists.
14. Te verseker dat mediese sorg beskikbaar is tydens eie afwesigheid.
Ensure that medical care is available to patients during absence.
15. Altyd lewe te verleng of kwaliteit te verbeter, met die besef dat die pasiënt ook 'n reg het om met waardigheid en gemak te sterf indien dit onvermydelik blyk te wees.
Always bear in mind the obligation of preserving life, but allow death to occur with dignity and comfort when death seems to be inevitable.

16. Vergoeding vir dienste op `n redelike wyse te bepaal, met inagneming van eie waarde en die persoonlike diens wat gelewer word. Indien nodig moet die tarief met die pasiënt bespreek word.

Be responsible in ascertaining the value of your services, taking into consideration the personal service rendered when determining your fee. Be prepared to discuss fees with your patient.

17. Toe te sien dat hul professionele gedrag bo verdenking is en om `n kollega wat oneties optree daarop te wys of aan te meld by die aangewese liggaam. Die reputasie van die kollega mag nie onnodig benadeel word nie.

To ensure that one's professional conduct is beyond reproach and to report to the appropriate body of peers any such conduct by a colleague which may be considered unethical or unbecoming to the profession. Under no circumstances may the reputation of any doctor be unjustly harmed.

18. Self aanspreeklik te wees vir hul eie fisies- en emosionele gesondheid. Behalwe in geval van `n noodgeval, die reg mag voorbehou om hul van die behandeling te onttrek; met dienverstande dat die pasiënt vroegetydig daarvan in kennis gestel word en dat alternatiewe mediese sorg beskikbaar is. (Hierdie reël mag egter nie reël 6 weerspreek nie.)

Accept responsibility for personal health, both mental and physical. To this effect though have the right, except in an emergency, to decline treating a patient, or in any other situation, excluding an emergency, to withdraw from the responsibility for the care of any patient, provided that the patient is given adequate notice of this intent and alternative care is reasonably available: (This rule must however, not be allowed to override rule 6)

19. Koste-effektiwiteit te aanvaar, ingedagte te hou en te beoefen.

Accept the principle of cost effective managed health care, and to co-operate in full with the requirements in order to make this possible.

20. Eweknie Evaluasie te aanvaar en by die neergelegde bepalings (regulasies) te hou.

Accept Peer Review as an integral part of managed health care and abide by the stipulated regulations in this regard.

21. Die Uitvoerende Komitee van die nodige inligting te voorsien om Eweknie Evaluasie toe te pas en die IPA te administreer.

Provide the Executive Committee with the required information to administer the IPA and to facilitate the Peer Review program.

22. Die verskaffer van mediese dienste is self verantwoordelik om vas te stel of 'n pasiënt oor 'n mediese fonds beskik.

The provider of medical services is personally responsible to determine whether a particular patient has medical aid insurance.

23. Dat die IPA geen verantwoordelikheid sal aanvaar vir 'n rekening van 'n pasiënt wat nie 'n lid met voordele van 'n spesifieke deelnemende skema is nie.

That the IPA will take no responsibility for an account, if the patient is not a registered member with benefits of a particular participating scheme.

24. Die dokumente van enige deelnemende finansiële onderskrywer wat betrekking het op die lid se praktyk beskikbaar te stel aan die Eweknie Evaluasie Komitee vir die Vereniging.

That the records of any financial underwriter relating to the member's practice, may be made available to the Association for the purpose of Peer Review.