

CONDITIONS OF SERVICE

I, the undersigned, the patient, legal guardian, guarantor of the patient referred to overleaf hereby:

1. undertake as principal debtor, alternatively bind myself jointly and/or severally with the patient, to pay any claim of the Practice arising from medication and/or services rendered or to be rendered to the patient, notwithstanding the existence of medical aid or insurance covering the claim;
2. acknowledge that all accounts are payable on the rendering thereof, and that any account in arrears will bear interest at the prime overdraft rate of the Practice's bankers from time to time;
3. undertake, in the event of an account being unsettled for any reason and being referred to attorneys for collection, to be jointly and severally liable for the payment of all costs on an attorney and own client scale, all collection commission and all tracing costs. All outstanding amounts will be recovered in the following order: attorney's fees, collection commission, tracing fees; interest and lastly capital;
4. warrant, if applicable, that:
 - 4.1. I am a *bona fide* member of the stated medical aid scheme;
 - 4.2. the patient is a *bona fide* member/dependant;
 - 4.3. there are preference funds available for such patient;
 - 4.4. I have not been sequestrated and do not suffer from any legal or contractual disability;
 - 4.5. the information recorded overleaf is correct;
5. authorise the Practice or agent of the Practice to present for payment to the said medical aid scheme any account owed to the Practice. Notwithstanding the aforesaid, it is specifically recorded that it remains my duty to ensure that all accounts are received by the medical aid scheme timeously. The Practice nor its agent shall incur any liability in instances where accounts are not submitted to the medical aid scheme timeously;
6. choose *domicilium citandi et executandi* at my physical address overleaf;
7. authorise the Practice, or its agents, to provide information concerning the patient's treatment and/or medication to the patient's medical aid scheme, managed health care organisation or insurer and their respective agents and employees dealing therewith. Should any of the aforementioned parties also be the patient's employer, then I understand that the information may also be made available to the patient's employer,
8. acknowledge that a certificate
 - 8.1 signed by any doctor of the Practice shall be *prima facie* proof of the patient's indebtedness to the Practice;
 - 8.2 signed by any manager of the Practice's bankers (whose appointment need not be proved) shall be *prima facie* proof of the interest rate referred to in 2 above;
9. acknowledge that I sign these conditions willingly and without duress and that no warranties or representations have been made by the Practice or any of its employees regarding the content hereof;
10. acknowledge that these conditions shall apply to all medication and services rendered or to be rendered by the Practice to the patient until cancelled by me in writing under the Practice's signed acceptance.

PATIENT/GUARDIAN/
ON BEHALF OF THE PATIENT

PLEASE PRINT
NAME HERE

GUARANTOR

PLEASE PRINT
NAME HERE

DATE AND TIME

RECEPTIONIST.....

VOORWAARDES VIR DIENS

Ek die ondergetekende, die pasiënt, wettige voog of waarborggewer van die pasiënt op die keersy hierby:

1. onderneem as hoofskuldenaar, alternatiewelik bind ek myself gesamentlik en/of afsonderlik met die pasiënt, vir die betaling van enige eis van die Praktyk wat mag voortvloei uit medikasie en/of dienste gelewer of gelewer staan te word aan sodanige pasiënt, niesteenstaande die bestaan van 'n mediese fonds of versekering wat die eis nie mag dek nie;
2. neem kennis dat alle rekeninge teen die lewering daarvan betaalbaar is, en indien die bedrag agterstallig is, sal die bedrag verskuldig rente dra teen die prima oortrekkingskoers sons vasgestel deur die Praktyk se bank van tyd tot tyd;
3. onderneem om, indien die rekening om enige rede onverreken is en na prokureurs verwys word vir invordering, gesamentlik en afsonderlik aanspreeklik te wees vir die betaling van alle koste op 'n prokureur-en-eieklieënt skaal, alle invorderingskommissie en alle opsporingskoste. Alle uitstaande bedrae sal in die volgende volgorde ingevorder word: prokureursfooie, invorderingskommissie, opsporingskoste, rente en laastens kapitaal;
4. waarborg, indien van toepassing, hiermee dat:
 - 4.1. ek 'n *bona fide* lid van die genoemde mediese hulpskema is;
 - 4.2. die pasiënt 'n *bona fide* lid/afhanklike is;
 - 4.3. daar voordeelfondse beskikbaar is vir sodanige pasiënt;
 - 4.4. ek nie gesekwestreer en nie onderhewig is aan enige wettike of kontraktuele vermoënsgebrek nie;
 - 4.5. die informasie, soos uiteengesit op die keersy hierby, korrek is;
5. magtig die Praktyk of agent van die Praktyk om enige rekening verskuldig deur die pasiënt aan die genoemde hulpskema voor te lê vir betaling. Desnieteenstaande die voorafgaande word daar spesifiek bepaal dat dit my uitsluitlike plig is om die rekening tydig by die mediese fonds in te dien. Die Praktyk of sy agent sal geen aanspreeklikheid aanvaar in gevalle waar rekeninge nie tydig by die mediese fonds ingedien is nie;
6. kies *domicilium citandi et executandi* te my fisiese adres soos op die keersy hiervan aangedui;
7. magtig die Praktyk, of sy agente, om informasie aangaande die pasiënt se behandeling en/of medikasie aan die pasiënt se mediese hulpskema, bestuurde gesondheidsorg-organisasie of verskeeraar te verskaf en hulle agente en werknemers wat daarmee handel. Indien enige van die voorafgenoemde partye ook die pasiënt se werkgewer is, dan verstaan ek dat die informasie ook beskikbaar gestel mag word aan die pasiënt se werkgewer.
8. erken dat 'n sertifikaat:
 - 8.1. geteken deur enige dokter van die Praktyk sal *prima facie* bewys wees van die pasiënt se verpligting teenoor die Praktyk;
 - 8.2. geteken deur enige bestuurder van die Praktyk se bankiers (wie se aanstelling nie bewys hoef te word me) *prima facie* bewys sal wees van die rentekoers waarna verwys in 2 hierbo;
9. erken dat ek hierdie voorwaardes vrywillig en sonder enige dwang onderteken het en bevestig dat daar geen waarborge of voorstellings gemaak is deur die Praktyk of enige van sy werknemers aangaande die inhoud hiervan me;
10. erken dat hierdie voorwaardes van toepassing sal wees op alle medikasie en/of dienste gelewer of wat gelewer staan te word deur die Praktyk aan die pasiënt totdat skriftelik gekanselleer deur my onder die Praktyk se getekende ontvangserkenning.

PASIËNT/VOOG/
NAMENS PASIËNT

NAAM IN
DRUKSKRIF

BORG

NAAM IN
DRUKSKRIF

DATUM EN TYD

ONTVANGSPERSOON.....

I, the undersigned, agree as follows:

1. I am personally liable for medical services rendered by the doctor to me and/or to any person of whom I am the parent or the legal guardian;
2. To pay promptly the account of the doctor in accordance with the tariff of charges prevailing in the doctor's Practice, or as agreed with me, and in the manner in which the parties have agreed;
3. To settle the doctor's account on time and in full, as agreed, irrespective of contracts / agreements / arrangements I may have with any medical scheme or any third party;
4. Should the doctor institute legal action against me for recovery of any outstanding debts, to pay all legal costs, including attorney and own client costs, collection fees and tracing fees;
5. Should the doctor hand an outstanding account over to a debt collection company, that debt collection company is the sole point of contact and I will only correspond with that company in respect of the outstanding account.
6. I acknowledge that, in accordance with the provisions of Section 53(1) of the Health Professions Act of 1974 and Section 6(c) of the National Health Act 61 of 2003, the costs associated with all medical services rendered by the doctor, treatment and/or procedures have been discussed and were fully explained to me, to the extent required in law and professional ethics.

I hereby choose my above address as my *domicilium citandi et executandi* for all purposes under this agreement. I HAVE READ, UNDERSTAND AND AGREE TO THE CONDITIONS MENTIONED ABOVE. I CONFIRM THAT THE INFORMATION PROVIDED BY ME IS TRUE AND CORRECT.

Date: Signed: