

Terms & Conditions for Service

1. Introduction

I, the undersigned, the patient, legal guardian, or guarantor of the patient referred to (overleaf / second page), hereby:

2. Financial Responsibility

Undertake as principal debtor, alternatively bind myself jointly and/or severally with the patient, to pay any claim of the Practice arising from medication, medical supplies, and/or services rendered or to be rendered to the patient, notwithstanding the existence of medical aid or insurance covering the claim.

3. Payment Terms

Acknowledge that all accounts are payable on the rendering thereof, and that any account in arrears by more than 20 days will, subject to the maximum rate of interest as prescribed by the [National Credit Act, 2005](#), from time to time, bear interest at the prime overdraft rate of the Practice's bankers.

4. Collection Costs

Undertake to be jointly and severally liable for the payment of all costs in the event of an account being referred to attorneys for collection, including all attorney fees on a client scale, collection commission, and tracing costs, subject to the maximum fees prescribed by the [National Credit Act, 2005](#). Outstanding amounts will be recovered in the following order: interest, fees, and lastly capital.

5. Medical Aid & Personal Information

Warrant that I am a bona fide member of the stated medical aid scheme, and that all information provided is correct. I consent to the processing of personal and health information as per the [Protection of Personal Information Act, 2013 \(POPIA\)](#) for the purpose of processing medical claims.

6. Medical Aid Submissions

I authorize the Practice or its agents to submit any amounts owed by the patient to the relevant medical aid for payment. However, it remains my responsibility to ensure that all accounts are submitted timeously.

7. Domicilium Citandi et Executandi

Choose [domicilium citandi et executandi](#) at my physical address on the (overleaf / second page).

8. Information Sharing

I authorize the Practice or its agents to provide information regarding the patient's treatment, medication, and health status to the patient's medical aid scheme, managed care organization, or insurer, and their respective agents or employees. If the aforementioned parties are also the patient's employer, I understand that the information may also be made available to the patient's employer according to the guidelines of the [Protection of Personal Information Act, 2013 \(POPIA\)](#).

9. Legal Acknowledgment

Acknowledge that a certificate signed by any doctor of the Practice shall be [prima facie](#) proof of the patient's indebtedness to the Practice, and that a certificate signed by any manager of the Practice's bankers will be [prima facie](#) proof of the interest rate referred to in Clause 3 above.

10. Voluntary Signing

Acknowledge that I sign these conditions willingly, without duress, and that no warranties or representations have been made by the Practice or any of its employees regarding the content hereof.

11. Ongoing Applicability

Acknowledge that these conditions shall apply to all medication, medical supplies, and/or services rendered by the Practice to the patient until canceled by me in writing under the Practice's signed acknowledgment of receipt.

12. Practice Terms on Website

Acknowledge that I have familiarized myself with the further Terms and Conditions of the Practice as stipulated on the website of [Dr Briel & Bester](#).

Signature:

Patient/Guardian: _____

Guarantor: _____

Date: _____