

CENSENT TO THE FEES BEING CHARGED BY THIS PRACTICE

I, the undersigned, do hereby:

- Acknowledge that I have been informed that this practice does not charge the rates that the Department of Health has unilaterally determined for doctors and which are known as the Reference Price List (RPL rates);
- Confirm that I am aware that this practice fees are charged at up to 3.3 times the RPL rates;
- Confirm that I am aware that the RPL rates for services rendered are available from the Department of Health (Tel. no: 012 312 0000 or www.dog.gov.za) and the Health Professions Council of South Africa (Tel. no: 012 338 9300);
- Accept that I am fully responsible for payment for services rendered and should I not pay this account, understand that I will be held liable for debt recovery costs.
- Acknowledge that this practice is contracted out and there will always be co-payments for Surgery and Consultations. We charge for all the follow-up visits.

PLEASE PRINT THE FOLLOWING DETAILS CLEARLY IN CAPITAL LETTERS:

Name of Patient: _____

Name of person completing this form if not the patient:

Signature: _____ Date: _____

DR.P.J.J. STROBOS & Associates Inc.
M.B. Ch.B (Pret) M. Med (Ortop) (UOVS)
FCS (SA) (Orthop) Pr. No. 2806673

Suite 19 Nero Orthopaedic Unit
First Floor Wilgeheuwel Hospital
Eerste Vloer Wilgeheuwel Hospitaal
Amplifier Road/Weg

Orthopaedic Surgeon / Ortopediese Chirurg
Tel: 011 794 9936/7 Fax: 011 794 9938

Po Box 5282
Weltevreden Park. 1715

Person responsible for the account – (“the customer or Main Member”)/Persoon verantwoordelik vir die rekening

Title/Titel:	Surname/Van:
First name/Voornaam:	ID No:
Home address/Woonadres:	Postal code/Poskode:
Postal Address/Posadres:	Tel (Home)/Tel (Huis):
Postal Code/Poskode:	Tel (Work)/Tel (Werk):
Employer/Werkgewer:	Cell no/Selfoon:
Email/Epos adres:	
Gap Cover: Yes / No	Name of Gap Cover:

Medical Aid Details/ Mediese Fonds besonderhede:

Name/Naam:	Option/Opsie:	Number/Nommer:
Main Member/ Hooflid:	ID:	

Patient Details / Pasiënt Besonderhede:

Surname/Van:	First name/Voornaam:
Date of birth/Geboortedatum:	Marital Status/Huwelikstatus:
Occupation/Beroep:	Home language/Huistaal:
ID No:	Cell/ Selfoon:

Nearest Family – Friend/Naaste Familie – vriende:

Name/Naam:	Contact no/Kontak Nr:
Relationship/Verwantskap:	

Referring doctor / Verwysende dokter:

Name/Naam:	Contact no/Kontak Nr:
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The signatory hereto binds himself/herself to the terms and conditions contained on the overleaf hereof and confirms that said terms and conditions has been read and understood by him/her.

Signature of person responsible for the account _____

Date: _____

STANDARD TERMS AND CONDITIONS OF AGREEMENT

DR. P.J.J. STROBOS & ASSOCIATES INCORPORATED (“the practice”)

Unless otherwise agreed to in writing, all agreements between the Practice and the customer shall be subject to the terms and conditions set out herein, in conjunction with the first and second page as completed by the customer, hereinafter jointly referred to as “the/this agreement”:

1. Where appropriate, words importing and gender shall include any other gender as well as bodies of persons whether corporate or incorporate and words importing the singular shall include the plural and *vice versa*.
2. The term “the Practice” includes all of its servants, agents, sub-contractors and employees, which shall enjoy the same protection as the Practice.
3. “Customer” shall mean the customer (“person liable for payment of this account”) indicated on the 2nd page of this agreement.
4. Customer agrees that:
 - 4.1 this agreement represents the entire agreement between the Practice and the customer and no alteration, addition or amendment to the agreement shall be binding upon the parties hereto unless reduced to writing and signed by the customer and a duly authorized representative of the Practice;
 - 4.2 this agreement shall govern all future and past contractual relationships between the parties;
 - 4.3 this agreement is applicable to all existing debts between the parties, past and future;
 - 4.4 this agreement is final and binding and is not subject to any suspensive or resolute conditions;
 - 4.5 and conflicting conditions stipulated by the customer are expressly excluded;
 - 4.6 this agreement supersedes all previous conditions of agreement that may have been entered into between the parties, without prejudice to securities or guarantees held by the Practice.

5. ACKNOWLEDGEMENT BY THE CUSTOMER:

5.1. the customer acknowledges that:

- 5.1.1 in this practice the tariff of the Medical Aid Association of South Africa is charged, which is higher than the scale of benefits of Medical Aid Schemes;
- 5.1.2 the higher tariff becomes necessary because the scale of benefits was not adjusted adequately to accommodate the increase in practice costs;
- 5.1.3 the Customer has acquainted him/herself with the tariff charged by the Practice;
- 5.1.4 notwithstanding the fact that the customer may have a medical aid, the customer remains liable for payment of the account in respect of services rendered by the Practice.

6. TERMS OF PAYMENT:

- 6.1 the customer is obliged to effect payment in terms of services rendered to the patient as provided for on the 2nd page of this agreement, within thirty (30) days from date upon which said services were rendered;
- 6.2 a predetermined fee will be levied in respect of consultations and theatre bookings not adhered to;
- 6.3 an invoice detailing services rendered and the amount payable will be provided to the customer or patient, whom the customer hereby nominates as his/her agent for said purposes;
- 6.4 a certificate under the hand of a director of the Practice, whose authority need not be proven, shall constitute *prima facie* proof of the indebtedness of the customer to it and as such shall be competent to use in any legal proceedings, includes but not limited to default judgement, summary judgement, provisional sentence, section 57 proceedings in the Magistrate Court, etc.

7. **THE CUSTOMER CONSENTS TO THE PRACTICE:**

- 7.1 assessing the creditworthiness of the customer, by means solely within discretion of the Practice and instructing any entity, within its sole discretion, to compile a report as to the creditworthiness of the customer;
 - 7.2 utilising all information provided in this agreement to assess said creditworthiness and to request- and be provided with any further information the Practice reasonably requires;
 - 7.3 in turn providing information concerning the customer to any registered Credit Bureau ("Bureau") and for the Bureau to share, transmit and exchange this information with the Practice.
 - 7.4 requesting the Bureau to contact the customer and requesting information from the customer and to verify information gleaned with the customer;
 - 7.5 requesting the Bureau to place the report obtained and any detail surrounding it on its database for use by other subscribers to said database.
8. The customer has the right to lodge a complaint with the Bureau or to change any customer credit information held by the Bureau in respect of the customer;
 9. In the event of a breach of this agreement, the customer will be liable for payment of legal costs incurred on the attorney-own-client scale and Counsel's fees as per brief.
 10. Any agent acting for a disclosed or undisclosed principal accepts liability for all amounts due to the Practice under this agreement.
 11. In the event of the customer breaching any condition of this agreement and said breach being of material nature, the whole amount then due, owing and payable by the customer in terms of this agreement shall immediately become due and payable.
 12. The practice shall, in its sole and absolute discretion, be entitled to appropriate any payment received from or on behalf of the customer to any debt the customer may owe to it.
 13. Customer chooses, as its *domicilium citandi et executandi* the physical address indicates on the second page of this agreement under the heading "person responsible for this account"
 14. The Practice may cede or assign any of its rights, at any time, without notice to the customer.
 15. The customer may not cede any of its rights and/or obligations without the prior written consent having been obtained from the Practice.
 16. This agreement and its interpretation is subject to South African law and the customer hereby consents to the exclusive jurisdiction of the South African Courts.
 17. No latitude, extension of time or other indulgence which may be given or allowed by the Practice to the customer in respect of the performance of any obligation hereunder or the enforcement of any right arising from this agreement and no single or partial exercise of any right by the Practice shall under any circumstances be construed to be an implied consent by the Practice or operate as a waiver or a novation of, or otherwise affect any of the time and without notice, strict and punctual compliance with each and every provision or term of this agreement.
 18. The customer agrees that any legal action proceedings that may arise out of this agreement may be instituted against him/her in the Magistrate's Court having jurisdiction over him/her, notwithstanding that the subject matter of such action or proceedings may be beyond the ordinary jurisdiction of such court, and this clause constitutes the consent in writing in terms of Section 45(1) of the Magistrate's Court Act No 32 of 1944 as amended or any statutory amendment thereof or substitute therefore. The aforementioned shall not oust the jurisdiction of the applicable High Court in the Republic of South Africa and the Creditor may, as its election, proceed in either the applicable Magistrate's Court or High Court in South Africa.