Dr M.R. Kalan and Associates
B.Sc., B.Ch.D., M.Ch.D., P.D.D.

1st Floor, 18 Main Road
Rondebosch

Terms and Conditions

1. **THE PRACTICE**: The Practice means the dental practice as described in the application form to which these terms and conditions are attached.
2. **ACCEPTANCE**: The undersigned, patient, legal guardian, responsible person or surety of the patient hereby assumes liability as the principal debtor, alternatively as co-debtor jointly and severally liable with The Patient for the payment of any claims arising from medication given or services rendered or to be renderedto the Patient, not-withstanding the existence of medical aid insurance covering the claim.
3. **TERMS OF PAYMENT**:

3.1.Every payment by The Patient arising out of or in connection herewith shall be made at The Practice free of any deductions and without set-off on the due date and without demand.

3.2. Unless otherwise agreed in writing:

3.2.1.The Practice will invoice The Patient after the consultation or having effected the service;

3.2.2. Payment shall be made immediately in respect of any such invoice, but no later than 30 days in the case of patients that are on approved Medical Aid Schemes/Insurances, where funds are available.

3.2.3. Interest at the rate of 2% per month shall be charged by The Practice at its discretion on any amount not paid by The Patient on the due date. The amount shall be calculated daily on the outstanding balance due and shall be so calculated and capitalised on the last day of each and every month until the total amount due in terms hereof shall have been paid

3.2.4. Twenty Business Days after the raising of interest on any overdue amount, the unpaid invoice upon which interest is charged will become an Incidental Credit Agreement in terms of the National Credit Act. Once an Invoice becomes an Incidental Credit Agreement The Practice is entitled to charge and recover the following fees in respect of the Incidental Credit Agreement, provided that the amount of the fee charged and recovered does not exceed the legal maximum permissible.

a) interest as described in clause 3.2.3;

b) default administration charges, being a charge that may be imposed to cover administration costs incurred as a result of The Patient defaulting on an obligation; and

c) collection costs, being an amount that may be charged in respect of the enforcement of The Patient's monetary obligations, but which does not include default administration charges.

4. **BREAC**H:

4.1. Once an Incidental Credit Agreement has been formed(on the basis (on the basis described in clause 3.2.4 above) and The Patient defaults on his payment, The Practice shall:

a) provided it has not enforced debt collection procedures, provide the Patient with a written notice of such default proposing that The Patient refer the Incidental Credit Agreement to an alternative dispute resolution agent, consumer court or ombud with Jurisdiction, with a view to resolving any dispute under the Incidental Credit Agreement or agreeing on a plan to bring the payments due, up to date; and

b) at its own discretion, take appropriate legal action if the patient is in default under the Incidental Credit Agreement for at least twenty (20) Business Days and at least ten (10) Business Days have elapsed since the delivery of the notice referred to in clause 4.1.a above without the patient responding to such notice or rejecting the proposals in such notice.

5. **GENERAL**: These terms and conditions along with the application form attached hereto constitute the whole and entire agreement between the parties and there have not been and there have are no agreements, representations or warranties between the parties other than those specifically set forth herein.No variation or modification of this agreement shall be of any force or effect unless the same shall be confirmed in writing and signed by the parties
6. **JURISDICTION**: This agreement is subject to and shall be interpreted and construed on terms of the laws of The Republic of South Africa and is subject to the jurisdiction of a competent court in the Republic of South Africa
7. **CREDIT INFORMATION**: The undersigned, patient, legal guardian or surety of the patient authorise The Practice to receive, share and exchange credit information concerning them with any other credit bureau or other person or corporation with whom they have or may have financial dealings including, where applicable, information on the National Credit Act 34 of 2005.
8. **LEGAL COSTS**: Should The Practice commence legal proceedings, The Patient undertakes to pay all legal costs relating to the recovery of the outstanding monies in respect of professional services rendered, including attorney fees on an attorney own client scale, collection commission and tracing costs.

NAME: _____ DATE: _____ *(dd/mm/yyyy)*

SIGNED: _____ PLACE: Rondebosch

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