

TERMS & CONDITIONS / TERME EN VOORWAARDES

1. ACCEPTANCE / AANVAARDING

The undersigned acknowledges that he/she shall be liable for the amount charged by Drs van Dyk & Partners Inc. for the examination, inclusive of any required drugs and/or materials used by Drs

van Dyk & Partners Inc.

Die ondergetekende erken dat hy/sy aanspreeklik sal wees vir die bedrag verskuldig aan Dr van Dyk & Vennote Ing. vir die ondersoek, ingesluit enige nodige medisyne en of materiaal gebruik deur

Dr van Dyk & Vennote Ing.

2. TERMS OF PAYMENT / TERME VAN BETALING

Every payment by the responsible person arising out of or in connection herewith shall be made to Drs van Dyk & Partners Inc. free of deductions and without set off on or before the due date without demand.

Elke betaling deur die verantwoordelike persoon wat ontstaan uit of verband hou hiermee sal aan Drs van Dyk & Vennote Ing., sonder korting, voor of op die betaaldag geskied sonder aanmaning.

Drs van Dyk & Partners Inc. will bill the responsible person after the examination or having rendered the medical service on request.

Drs van Dyk & Vennote Ing. sal 'n rekeningstaat voorsien aan die verantwoordelike persoon na die ondersoek of nadat die mediese diens gelewer is op aanvraag.

Payment shall be made not later than 30 days from the date of statement.

Betaling sal geskied nie later as 30 dae vanaf datum van staat.

Drs van Dyk & Partners Inc. will submit the account to your medical aid, but this shall not relieve the responsible person from liability in terms of this agreement.

Drs van Dyk & Vennote Ing. sal 'n rekening aan u mediese fonds voorsien, maar dit sal nie die verantwoordelike persoon vrywaar in terme van hierdie ooreenkoms nie.

Any payment made by the responsible person or his/her medical aid may be applied by Drs van Dyk & Partners Inc. to such liability of this responsible person to Drs van Dyk & Partners Inc. as they in

their sole and absolute discretion may decide.

Enige betaling gemaak deur die verantwoordelike persoon of sy/haar mediese fonds sal aangewend word tot die vrywaring van hierdie verantwoordelike persoon, soos goedgevind deur Drs van Dyk

& Vennote Ing..

Interest at prime bank rates specified by ABSA Ltd. from time to time shall be charged by Drs van Dyk & Partners Inc., at its discretion on any amount not paid by the responsible person.

Rente sal gehêf word teen prima bank koers, soos van tyd tot tyd gespesifiseer deur ABSA Beperk, deur Drs van Dyk & Vennote Ing. op hulle diskresie op enige bedrag nie betaal deur die verantwoordelike persoon.

NRPL prices only apply if the patient settles the account immediately on the day of the examination, otherwise our private rates apply.

NRPL pryse is net geldig indien die pasiënt die rekening onmiddellik vereffen op die dag van die ondersoek, andersins sal privaat tariewe van toepassing wees.

Drs van Dyk & Partners Inc. reserves the right to insist upon settlement of accounts on the day of service. It will, at its sole discretion, decide whether the responsible person will be provided any incidental

credit terms.

Drs van Dyk & Vennote Ing. behou die reg voor om aan te dring op vereffening van die rekening op dieselfde dag van die diens. Drs van Dyk & Vennote Ing. kan op eie diskresie besluit of insidensie

krediet aan die verantwoordelike persoon toegestaan kan word.

3. BREACH / KONTRAKBREUK

Should - / Sou -

The responsible person fail to make payment of any amount owing to Drs van Dyk & Partners Inc. on the due date; or

Die verantwoordelike persoon in gebreke bly om betaling van uitstaande bedrag aan Drs van Dyk en Vennote Ing. te doen op die betaaldag; of

The responsible person be provisionally or finally sequestrated or wound-up or liquidated or placed under judicial management or any of his/her assets be attached pursuant to a judgement of any

competent Court, or a default judgement be entered against the responsible person in any competent court, the name of the competent person and names of his/her dependants may be put on a credit

control list for the medical profession.

Die verantwoordelike persoon voorlopig of finaal gesekwestreer, of gelikwedeer of onder geregtelike bestuur geplaas word of enige van sy/haar bates bygevoeg is in afwagting van vonnis deur enige

bekwame hof of 'n vonnis teen die verantwoordelike persoon ingestel deur enige bewaam hof, sal die naam van die verantwoordelike persoon en name van sy of haar afhanklikes op 'n lys van die

kredietburo vir die mediese professie geplaas word.

4. NOTICES AND DOMICILIA / KENNISGEWING VAN DOMICILIA

The parties respectively choose domicilia citandi et executandi for the purpose of all notices and processing arising out of or in connection with this agreement as follows:

Die onderskeie partye kies domicilia citandi et executandi vir die doel vir alle kennisgewing en prosessering wat voortvloei of verband hou met die ooreenkoms as volg:

Drs van Dyk & Partners Inc.: Ground Floor, Bloemfontein Mediclinic

Drs van Dyk & Vennote Ing.: Grondvloer, Bloemfontein Medi-Clinic

Responsible Person: At the street address in the face of the payment contract

Die verantwoordelike persoon: By die adres op die voorkant van die betalingsooreenkoms.

Any notice sent by either party to the other shall be deemed to be received on the seventh day after posting or on the date of delivery in the case of delivery by hand.

Enige kennisgewing deur enige party aan die ander sal beskou word om ontvang te wees op die sewende dag nadat dit gepos is of die datum van aflewering in die geval van per hand aflewering.

Each party shall be entitled to change the address specified by it in terms of the clause to any other address within the Republic of South Africa (not being a post office or poste restante) on not less

than 14 days prior written notice to the other party.

Elke party sal geregtig wees om die gespesifiseerde adres te verander in terme van die klousule na enige ander adres binne die Republiek van Suid Afrika wat nie 'n poskantoor of poste restante nie

later as 14 dae vooraf geskrewe kennisgewing aan die ander party.

5. GENERAL / ALGEMEEN

This agreement constitutes the whole and entire agreement between the parties and there have not been and there are no agreements, representations or warranties between the parties other than

those specifically set forth herein;

Hierdie ooreenkoms stel die hele ooreenkoms tussen die partye ten opsigte van die sake daarin genoem, daar. Die partye boekstaaf dat daar geen verstandhoudings, waarborge, voorstellings of

verbintenisse bestaan wat nie in die ooreenkoms uiteengesit is nie.

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

Geen wysiging van die ooreenkoms tussen die partye is van krag, tensy dit op skrif gestel en deur die partye onderteken word nie

No indulgence on the part of either party in exercising any right conferred upon such party in terms of this agreement shall constitute a waiver or novation of any such right, nor shall any single or partial

exercise of any right, preclude any other or future exercise thereof.

Geen vergunning of tegemoetkoming wat enige party aan die ander party mag betoon ten opsigte van die nakoming deur daardie ander party van enige van sy verpligtinge ingevolge hierdie

ooreenkoms, benadeel of stel 'n afstanddoening of novasie van die eersgenoemde party se regte ingevolge die ooreenkoms daar nie.

6. COSTS / KOSTES

All legal costs, including attorney and client costs, incurred by Drs van Dyk & Partners Inc. in collecting or endeavouring to collect all or any amount payable by the responsible person hereunder, shall

be for the account of the responsible person and be payable on demand.

Alle regskoste, ingesluit prokureurs en kliente koste, deur Drs Van Dyk & Vennote Ing. vir die invordering of die poging van invordering van alle uitstaande bedrae betaalbaar deur die verantwoordelike

persoon hieronder, sal vir die rekening van die verantwoordelike persoon wees en sal betaalbaar wees op aanvraag.

7. CERTIFICATE OF INDEBTEDNESS / SERTIFIKAAT VAN SKULDE

The certificate of indebtedness of the responsible person to Drs van Dyk & Partners Inc. in terms of the contract shall be determined and conclusively proved for all purposes by a certificate signed by

Drs van Dyk & Partners Inc.

Die sertifikaat van skuldvas van die verantwoordelike persoon aan Drs van Dyk & Vennote Ing. in terme van die kontrak, sal onweertlegbaar bepaal en bewys wees vir alle doeleindes deur 'n

sertifikaat

geteken deur Drs van Dyk & Vennote Ing.