

## DEBT CONTRACT/SKULDOOREENKOMS

revision date 25052022

dr hester van der walt

weskus pediatrie / west coast paediatrics

21 voortrekker str, vredenburgh, 7380; tel 0227135149, www.pediater.co.za  
pr 0377597, mp 0279102, sama 11741, vat 4530258856, registration 2013/207395/21

1. Where medical aid funding is depleted, or you are a cash paying patient down-payment on accounts can be arranged in **exceptional cases**.
2. **Any such arrangement must be made before the consultation or the rendering of services or goods are initiated; no such arrangement will be considered afterwards!**
3. In order to assist you and at the same time prevent bad debt for the practice the following rules are applicable and **will not be deviated from**:
4. **One third of the debt must be settled in cash on the day of the consultation, rendering of services or provision of goods.**
5. **Documents to be supplied with this signed and completed document PRIOR to consultation:**
  - 5.1. **As in the case of banks which retain the Title Deed of your property until you have settled a bond loan,**
    - 5.1.1. **the official green RSA identity document, or**
    - 5.1.2. **its ID Card version or**
    - 5.1.3. **if that is not possible the valid passport [travel document]<sup>1</sup> of the debtor must be handed over for safekeeping until the debt is fully settled <sup>2</sup> whereupon the document will be handed back to the debtor - the owner of the document must collect it in person.**
  - 5.2. **Together with the above document a certified copy of proof of residence must be supplied, not older than 3 months.**
  - 5.3. **Together with the above documents an original statement / document must be supplied from the debtor's bank verifying his/her name and account number – this document must be less than seven days old.**
  - 5.4. **Together with the above documents, and if the debtor is employed, the original or a certified copy of the latest salary advice [pay-slip] must be supplied.**
6. **A maximum of three equal payments over three calendar months for the remainder of the debt [see 11.21] is allowed – no document covered by 5.1 will be released unless the debt is settled in full.**
7. Upon failure to adhere to the arranged repayment schedule for whatever reason the account [as well as any other relevant documents in 5.1] will be handed over to our attorneys or any other agent for debt collection and whatever lawful arrangements they deem fit which might include blacklisting with credit bureaus and financial institutions as well as legal proceedings.
8. **Whilst under debt repayment no further consultations or services will be rendered to the patient except emergency treatment at the hospital - this includes prescriptions and or requests for any other documents or information except as deemed legally necessary in terms of law.**
9. **A 20% surcharge will be applicable on the amount owing to this practice, i.e. if you have paid the initial third of the amount on the day of consultation 20% will be added to the remainder for administrative purposes.**
10. This form must be completed in **full in eligible handwriting in black ink.**

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<sup>1</sup> Ito. Act No. 4; 1994

<sup>2</sup> Act No. 68; 1997, Identification Act, 18 1 f applies

Initials of debtor.....

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11.

11.1. FULL NAMES OF DEBTOR:

.....

11.2. ID NUMBER OF DEBTOR:

.....

11.3. MEDICAL AID NAME IF APPLICABLE:

.....

11.4. MEDICAL AID NUMBER IF APPLICABLE:

.....

11.5. MEDICAL AID OPTION IF APPLICABLE:

.....

11.6. STREET ADDRESS WHERE USUALLY RESIDENT WITH POSTAL CODE:

.....

.....

11.7. HOW LONG RESIDENT AT ABOVE MENTIONED ADDRESS, YEARS:

.....

11.8. POSTAL ADDRESS IF DIFFERENT FROM STREET ADDRESS:

.....

11.9. E-MAIL OF DEBTOR:

.....

11.10. CELLULAR PHONE NUMBER OF DEBTOR:

.....

11.11. CELLULAR PHONE NUMBER OF NEXT OF KIN, MUST BE OLDER THAN 18 YEARS!

.....

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11.12. NAME OF NEXT OF KIN IN 11.11:

.....

11.13. RELATIONSHIP TO NEXT OF KIN IN 11.11:

.....

11.14. EMPLOYER NAME OF DEBTOR, NAME OF PERSON AND BUSINESS:

.....

11.15. EMPLOYER TELEPHONE NUMBER OF DEBTOR:

.....

11.16. HOW LONG EMPLOYED WITH THE ABOVE EMPLOYER, YEARS:

.....

11.17. I, the debtor, full names and age,

.....

11.18. Have read and understand the contents of this contract.

11.19. I acknowledge that I owe the amount of R.....

11.20. Plus 20% administration fees of R.....

11.21. Total of R.....

11.22. I acknowledge that I am the holder the identification document mentioned in 5.

above, and that I hand it to West Coast Paediatrics freely as surety in lieu of the full and final settlement of the debt mentioned in 11.21 which is owing to West Coast Paediatrics for services rendered and or goods provided.

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11.23. I undertake to pay back this amount [see 11.21] as indicated below or earlier:

11.23.1. First instalment of R.....

11.23.2. By date.....

11.23.3. Second instalment of R.....

11.23.4. By date.....

11.23.5. Third and final instalment of R.....

11.23.6. By date.....

11.24. I acknowledge that in the case of me not adhering to the above re-payment arrangements the indebted account can be handed over to a third party for debt collection and any other steps, including legal proceedings and blacklisting with other financial institutions or agencies the creditor deems necessary in order to address any outstanding amounts.

11.25. In the case where this account has not been handed over [11.24] all payments will have to be made into the following bank account at least two business days before the dates mentioned in 11 in order for the credit to be reflected in the account of West Coast Paediatrics, proof of payment will not be sufficient evidence for payment purposes:

11.25.1. Standard Bank, Vredenburgh, Branch code: 050511, Account: 282320571,

Reference: "Debt, your surname"

11.26. I take note that as soon as this account has been handed over as stated above there will be no communication between me and West Coast Paediatrics regarding this debt and I will have to communicate with the third party to whom this account has been handed over – details of which will be available from West Coast Paediatrics. As soon as this has taken place no payments will be accepted directly into our account, see 11.25.1.

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**11.27. I acknowledge that prior to this debt being fully settled I will not be entitled to any services rendered by West Coast Paediatrics.**

**11.28. I acknowledge further that West Coast Paediatrics is under no obligation to provide any services to me and that right of admission to the premises and services of West Coast Paediatrics is reserved.**

**11.29. I herewith give permission that a photograph of myself is being taken.**

**11.30. I take note that a copy of this document will serve as receipt for the document provided in 5.1. and that I indemnify West Coast Paediatrics in case of accidental loss, theft or damage of documents or anything else handed over as surety.**

**11.31. I acknowledge that all information given in this contract has been given freely with my consent and that all personal data will be treated according to the legal requirements of the POPI Act and any other applicable legislation.**

**11.32. I take note that any legal proceedings will be conducted on South African soil with South African Law and within the jurisdiction of the Cape Supreme Court.**

12. Signed on date:.....

13. At.....

14. Full names of debtor.....

15. Signature of debtor.....

16. Witness name and signature .....

Initials of debtor.....