



Crown Dental Studio

TERMS AND CONDITIONS

1.	THE GUARANTOR	Means any person who signs the terms and conditions, independently from the patient, parents or guardians, and who by signing accepts full responsibility of payment of Crown Dental Studio's invoice and shall be deemed to be the "guarantor" for purposes hereof. The guarantor remains jointly and severally liable, the one paying the other to be absolved liable as co-principle debtor for the full outstanding balance/s, unless settled in full by the patient, parent, guardian, main member, medical scheme or any other party.
2.	CROWN DENTAL STUDIO	Means Crown Dental Studio (PTY) LTD, its holding, subsidiary and associated companies, directors, employees and or agents, as well as any medical facility owned or operated by Crown Dental Studio (PTY) LTD.
3.	SIGNATORIES	Includes the patient, guarantor, parents, and guardians where the patient is a minor, together or separately where the person has signed in that capacity
4.	THIRD PARTIES	Include but not limited to medical practitioners, doctors, specialists, medical schemes and other service providers who are not employed by Crown Dental Studio but are involved in the provision of various services to the patient.
5.	PAYMENT OF ACCOUNT	I / We the undersigned, signatorys (ies), will be personally responsible for payment of the fee, whether the invoice has been submitted to my medical scheme or any other party for payment. The person who signs these terms and conditions, as the person responsible for payment of the fee, will remain responsible for the full outstanding amount.
6.	RECOVERY OF COSTS	In the event where you have failed to pay the fee mentioned above, Crown Dental Studio has the right to institute legal proceedings to recover any amounts due, including a claim for attorney and own client costs, collection commission and all related legal costs incurred.
7.	SIGNATORIES RESPONSIBLE	I / We, the undersigned, signatory (ies), will be personally responsible for payment of the fee, whether the invoice has been submitted to my medical aid scheme or any other party for payment. The person who signs these terms and conditions, as the person responsible for payment of the fee, will remain responsible for the full outstanding amount.
8.	DEPOSIT	Crown Dental Studio may request a deposit from you, which must be provided immediately. Acceptable payment methods will be provided to you
9.	DUPLICATE PAYMENTS	Full or partial duplicate payments shall be refunded only to the person or entity that made the duplicate payment. Refunds shall be effected by way of an Electronic Funds Transfer (EFT) or a credit card re-imbusement only.



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10.	CREDIT BALANCES	Where a credit amount is refundable to a patient it may be set off against any outstanding accounts for that patient before being refunded. Where a credit amount is refundable to the medical scheme, such credit amount shall be set off against future payments due by the medical scheme. Where the credit amount is refundable to a guarantor who is not the patient, the credit amount shall be reimbursed to the creditor without any set off.
11.	INVOICE DUE AND PAYABLE	The fee becomes due and payable immediately upon presentation of an invoice. After expiration of thirty days (30) from presentation of the invoice, Crown Dental Studio reserves the right to charge interest on such overdue amounts.
12.	CONSENT TO ACCESS CREDIT INFORMATION	I / We, the undersigned, consent to Crown Dental Studio obtaining from any credit bureau, or any other institution with whom I/we, the undersigned, may have financial dealings or any information concerning our credit profile and payment history.
13.	PATIENT CONSENT	I acknowledge that in providing health and/or medical services to me, it is necessary for Crown Dental Studio and third parties that are involved in the provision of service, to process my personal information. I provide my express consent to Crown Dental Studio to process my personal information as defined in law for the purpose of providing the services and to share such personal information with "third parties" in order to provide various medical and related services.
14.	CONSENT TO COURT JURISDICTION	I / We, the undersigned hereby consent and submit in terms of Section 45 of the Magistrates Courts Acts to the jurisdiction of the appropriate Magistrate Court in respect of all actions or other proceedings which might be brought against me/us by or on behalf of Crown Dental Studio arising out of my/our failure to pay the fees or other breach of the Crown Dental Studio contract, irrespective of the value of the claim against me/us.
15.	SOUTH AFRICAN JURISDICTION AND APPLICABLE LAW	This contract and the use of Crown Dental Studio's equipment and facility and any service/s provided by Crown Dental Studio to the patient shall be governed by and construed in the accordance with the laws of the Republic of South Africa.
16.	ADDRESS FOR NOTICES	The addresses provided in the details section above are the chosen domicilum addresses for all purposes, including the serving of any court documents such as summons/es or notices, the payment of any amount and any communication between the parties in terms of this agreement. A party may change their chosen address by providing 7 (Seven) days' written notice to the other party.
17.	VERIFICATION OF ADDRESS AND EMPLOYMENT	Crown Dental Studio reserves the right to verify address and employment details of the signatory.
18.	NOTICE	Every notice, consent, invoice or other communication required or permitted in terms of this contract, must be in writing. Notices may be delivered by



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		hand to the address referred to in the details section or any other chosen address given in writing, by telefax or email to the email address provided or by registered post.
19.	DISCLOSURE	I / We, the undersigned, authorise Crown Dental Studio or any attending specialist to disclose the nature of the patients' diagnosis and or health services rendered to the patient and all or any records or copies of records in relation thereto to the patient's medical scheme, and I /we confirm that I/we are duly authorised to disclose such information.
20.	DISCLAIMER	Notwithstanding any refusal and/or inability on the part of the patient to provide consent to the disclosure of any information, confidential or otherwise to the guarantor, by Crown Dental Studio, the guarantor accepts by signature hereto, that he/she shall remain jointly and severally liable in solidum for any amounts owing to Crown Dental Studio.
21.	DISCLAIMER IN RESPECT OF PROPERTY	I/we, the undersigned, understand, accept and agree that Crown Dental Studio will not be liable or responsible for any loss of, damage or destruction to any property, including money and valuables belonging to the patient, or in possession of the patient, or given to Crown Dental Studio for safekeeping.
22.	MINOR PATIENTS	Where the patient is a minor, that is unmarried and below the age of 18 years, both the minor's parents and/or guardians sign these terms and conditions in both their representative and personal capacities and in doing so accept responsibility for payment of the fee in full. In the event that there is only one parent/guardian who signs these terms and conditions, then that parent/guardian shall be liable for payment of any services rendered to the minor patient.
23.	ACCOUNTS AND INVOICES	I/We, the undersigned, hereby confirm that Crown Dental Studio may use the email addresses and contact numbers as indicated in the patient/guarantor details for communication purposes on accounts and/or invoices, or submission thereof. Crown Dental Studio may use my personal information for purposes of collecting and recovering any amounts owed by myself.
24.	TERMS AND CONDITIONS READ AND UNDERSTOOD	I / We, the undersigned, warrant that I / we have read, understood and agree to these terms and conditions, and the Disclaimer in respect of this contract contained herein.
25.	HEALTH DATA	I / We, the undersigned, understand that any health data pertaining to myself/us will only be disseminated in a de-identifiable manner if and when required.



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I HAVE BEEN FULLY INFORMED OF THE FEES AND THE TREATMENTS AVAILABLE, AND THE NECESSITY FOR FOLLOW-UP CARE. I HAVE HAD AN OPPORTUNITY TO ASK ANY QUESTIONS I MAY HAVE IN CONNECTION WITH THE TREATMENT AND FEES AND TO DISCUSS MY CONCERNS WITH CROWN DENTAL AND THEIR STAFF.

BY SIGNING THIS DOCUMENT, I AUTHORIZE CROWN DENTAL AND /OR HIS/HER ASSOCIATES TO RENDER ANY SERVICES DEEMED NECESSARY OR ADVISABLE IN THE TREATMENT OF MY DENTAL CONDITION, INCLUDING THE PRESCRIBING AND ADMINISTRATION OF ANY MEDICALLY NECESSARY ANESTHETIC AGENTS AND/OR MEDICATIONS. I CONFIRM THAT CROWN DENTAL STUDIO OR ANY OF ITS AFFILIATES SHALL NOT BE HELD LIABLE FOR ANY UNSUCCESSFUL RESULTS.

PATIENT PARTICULARS:

FULL LEGAL NAME: _____

IDENTITY NUMBER: _____

ADDRESS: _____

CONTACT NUMBER: _____

EMAIL ADDRESS: _____

Accepted and Signed at _____ on this ____ day of _____ 20____

in the presence of the undersigned witnesses

PATIENT NAME:
IDENTITY NUMBER:
CONTACT NUMBER:
EMAIL ADDRESS:

Witnesses:

1. _____
NAME:
CONTACT NUMBER:

2. _____
NAME:
CONTACT NUMBER: