

ACKNOWLEDGEMENT OF DEBT



Client Personal Information

Full Name: _____
ID Number: _____

Medical Aid Details

Medical Aid: _____ Plan: _____ No: _____
Main Member ID: _____ Dependent Code: _____

Person Liable for Payment

Full Name: _____ Relationship: _____
Home Address: _____
Postal Address: _____
Cell: _____ Email: _____
ID No: _____ Citizenship: _____
Occupation: _____ Employer: _____
Business Address: _____ Business Tel: _____

Herein referred to the "Debtor"

Acknowledge that I am lawfully indebted to:

PACE RECOVERY CENTRE (PTY) LTD
Reg. No: **2005/036188/07**
Residential Address: **3 RAAMSAAG STREET, KLEIN SABIE, 1260**

Herein referred to the "Creditor"

PAYMENT OF SERVICES: (Please tick chosen box)

Private	<input type="checkbox"/>	Medical Aid	<input type="checkbox"/>
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Treatment Program:

21-Days	<input type="checkbox"/>	7-Weeks	<input type="checkbox"/>	3-Months	<input type="checkbox"/>	6-Months	<input type="checkbox"/>
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Special Requirements: (*Not covered by medical aid)

None	<input type="checkbox"/>	Special Diet	<input type="checkbox"/>	*Cost at R2,000.00	<input type="checkbox"/>	Other	<input type="checkbox"/>	_____
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Payment Arrangement: (Including Special Requirements)

Upfront	<input type="checkbox"/>	Payable	<input type="checkbox"/>	[once-off]
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Monthly	<input type="checkbox"/>	Payable	<input type="checkbox"/>	[per month]
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CONDITIONS OF SERVICE:

I the undersigned, client, legal guardian or guarantor of the client, referred to overleaf, hereby:

1. Undertake as principal debtor, alternatively bind myself jointly and/or severally with the client, to pay any claim of the Practice arising from Medication, Medical supplies and/or services rendered to the client, notwithstanding the existence of Medical Aid or insurance covering the claim;
2. Acknowledge that all accounts are payable on the rendering thereof;
3. Undertake in the event of an account being unsettled for any reason and being referred to attorney for collection, to be jointly and severally liable for the payment of all costs on an attorney and own client scale;
4. Warrant, if applicable, that
 - 4.1. I am a bona fide member of the stated medical aid scheme;
 - 4.2. The client is a bona fide member/dependant;
 - 4.3. There are preference funds available for such client;
 - 4.4. I have not been sequestered and do not suffer from any legal or contractual disability;
 - 4.5. The information recorded overleaf is correct;
5. Authorise the practice or agent of the practice to present for payment to the said medical aid scheme any account owed to the Practice. Notwithstanding the aforesaid. It is specifically recorded that it remains my duty to ensure that all accounts are received by the medical aid timeously. The Practice nor its agent shall incur any liability in instances where accounts are not submitted to the medical aid scheme timeously;
6. Choose *domicilium citandi et executandi* at my physical address on overleaf;
7. Authorise the Practice or its agents, to provide information concerning the client's treatment and/or medication to the client's medical aid scheme, managed health care organisation or insurer and their respective agents and employees dealing therewith. Should any of the aforementioned parties also be made available to the client's employer.
8. Acknowledge that a certificate signed by any doctor or the Practice shall be prima facie proof of client's indebtedness to the Practice;
9. Acknowledge that I sign these conditions willingly and without duress and that no warranties or representations have been made by the Practice of any of its employees regarding the content hereof;
10. Acknowledge that these conditions shall apply to all medication, medical supplies and services rendered or to be rendered by the Practice to the client until cancelled by me in writing under the Practice's signed acceptance.
11. Acknowledge and agree that my medical and clinical information may be used by the Practice and shared between the multi-disciplinary treatment team and other institutions appointed by them to ensure optimal medical treatment and account administration.
12. My medical and clinical information will be stored and shared in compliance with the National Health Act and POPI act.

VOORWAARDES VIR DIENSTE:

Ek, die ondertekende, die kliënt, wettige voog of waarborggewer van die kliënt op die keersy hiervan:

1. Onderneem as hoofskuldenaar, alternatiewelik bind ek myself gesamentlik en/of afsonderlik met die kliënt, vir die betaling van enige eis van die Praktyk wat mag voortvloeiend uit medikasie, mediese voorrade en/of dienste gelewer of gelewer staan te word aan sodanige kliënt, niesteenstaande die bestaan van 'n mediese fonds of versekering wat die eis nie mag dek nie;
2. Neem kennis dat alle rekeninge teen die lewering daarvan betaalbaar is;
3. Onderneem, om indien die rekening om enige rede onvereffende is en na prokureurs verwys word vir invordering gesamentlik en afsonderlik aanspreeklik te wees vir die betaling van alle koste op 'n prokureur- en eie-kliëntskaal;
4. Waarborg, indien van toepassing, hiermee dat;
 - 4.1. Ek 'n bona fide lid van die genoemde mediese hulpskema is;
 - 4.2. Die kliënt, 'n bona fide lid/afhanklike is;
 - 4.3. Daar fondse beskikbaar is vir sodanige kliënt;
 - 4.4. Ek nie gesekwestreer en nie onderhewig is aan enige wetlike of kontraktuele vermoëns gebrek nie;
 - 4.5. Die inligting, soos uiteengesit op die keersy korrek is.
5. Magtig die Praktyk of agent van die Praktyk om enige rekening verskuldig deur die kliënt aan die bogenoemde hulpskema voor te lê vir betaling. Des niesteenstaande die voorafgaande word daar spesifiek bepaal dat dit my uitsluitlike plig is om die rekening tydig by die mediese fondse ingedien is nie.
6. Kies *domicilium citandi et executandi* te my fisiese adres soos op die keersy hiervan aangedui;
7. Magtig die Praktyk, of sy agente, om inligting aangaande die kliënt se behandeling en/of medikasie aan die kliënt se mediese hulpskema, bestuurder, gesondheid organisasie of versekeraar te verskaf asook hulle agente en werknemers wat daarmee handel. Indien enige van die voorafgenoemde partye ook die kliënt se werkgewer is, dan Verstaan ek dat die inligting ook beskikbaar gestel mag word aan die kliënt se werkgewer.
8. Erken dat 'n sertifikaat geteken deur enige dokter of die Praktyk sal prima facie bewys wees van die kliënt se verpligting teenoor die Praktyk;
9. Erken dat ek hierdie voorwaardes vrywillig en sonder enige dwang onderteken het en bevestig dat daar geen waarborge of voorstellings gemaak is deur die praktyk of enige van sy werknemers aangaande die inhoud hiervan nie;
10. Erken dat hierdie voorwaardes van toepassing sal wees op alle medikasie, mediese voorrade en/of dienste gelewer of wat gelewer staan te word deur die Praktyk aan die kliënt totdat skriftelik gekanselleer deur my onder die Praktyk se getekende ontvangserkenning.
11. Erken en stem toe dat my mediese en kliniese inligting gedeel word tussen die Praktyk se Multidissiplinêre behandeling span en ander instellings deur hul aangestel. Die inligting sal slegs gedeel word met my multidissiplinêre behandeling span en ander instellings deur hul aangestel ten einde optimale mediese en kliniese behandeling en rekening administrasie.
12. My mediese en kliniese inligting sal gestoor en gedeel word in nakoming van die Wet op Beskerming van Persoonlike Inligting en Wet op Nasionale Gesondheid.

This acknowledgement is subject to acceptance by the DEBTOR at:

Signed at _____ (place) on _____ (date)

Debtor

Witness

Creditor

ADMISSION CRITERIA CONDITIONS:

- 1.1. Individuals seeking admission must be of legal age, which is 18 years or older.
- 1.2. Applicants commit to a minimum stay of 21 days.
- 1.3. Detoxification will be overseen by external hospital institutions, arranged prior to admission based on pre-screening assessments.
- 1.4. Clients should not have any uncontained severe mental health issues.
- 1.5. Individuals experiencing psychosis will need to stabilize before admission.
- 1.6. The person responsible for payment must have adequate funding to cover treatment costs.
- 1.7. Clients should not have pre-existing physical conditions requiring continuous nursing care.
- 1.8. Clients must possess basic reading and writing skills in English.
- 1.9. Individuals with charges or convictions related to domestic violence or sexual abuse against women or children will not be eligible for admission.

1. PAYMENT TERMS:

- First instalment is payable at least 24 hours before admission.
- An administration fee of R2, 000.00 is payable if client does not honour agreed admission which is not payable by the medical aid.
- Instalments are payable monthly in advance.
- Interest will be charged at 2% monthly calculated per day for late payments.
- Client will be discharged if instalment is not reached within 7 days. Discounts will be forfeited and charged according to primary program rates. If no response is received to settle account, 7 days' grace will be forfeited, and the client may be discharged earlier.
- After the 21 days, we require a two weeks' notice period to allow for the planning of aftercare.

1.1. MEDICAL AIDS:

- Medical aid claims are subject to their benefit thresholds for rehabilitation benefits.
- Assessment by our General Practitioner is compulsory and diagnoses codes will be disclosed to the medical aids to obtain authorisation.
- Medical aid claims will be done according to the number of days spent in the program in the event of early discharge.
- Medical and Psychological Assessment done by General Practitioner is payable by the Member and not included in treatment fees. If the claim is rejected, account will be payable by the person liable for payment.
- Any admission costs, administration fees, expenses occurred, and daily rates not covered by the medical aid claim in the event of early discharge will be payable by the person liable for payment.
- If the membership has been suspended after obtaining authorisation, the claimed amount will be the liability of the person liable for payment. If the medical aid has not been reinstated within 5 working days, the full amount will be due to avoid discharge.
- We take no responsibility for authorisations made in error by the medical aids.
- Administrative costs will be liable when applying for special conditions and extensions through the medical aid. Costs incurred for reports, travelling, etc for such claims are not covered by the medical aid nor PRC Recovery.

3.2. CO-PAYMENTS AND TREATMENT FEES

- Refunds for early discharge will only be applicable within the first 7 days of admission, including expulsions and refusal of hospital treatment.
- Any administration fees, expenses occurred, and daily rates will be deducted according to our primary program prices for days in treatment within the first 7 days. Expenses include but are not limited to:
 - Entry Session – R600
 - Assessment Fees – R2000
 - Medical Intake – R600
 - Medical and Psychological Assessment – R500
 - Daily Accommodation, Meals, and Program – R1, 500 per day
 - Program Materials – R300
- In the event of referrals due to medical conditions, psychiatric disorders or family responsibility (i.e. funerals), the room is booked for the client's return and discharge date will be extended. *See special conditions below
- Tuckshop payments will be refunded to the payee only subject to any outstanding fees and charges.
- Refunds may take up to 15 working days to finalise.
- Discounted rates are only applicable on condition of program completion. Should the client abscond, be suspended, expelled or refuse treatment, the full amount for the period of treatment will be due and payable by the person liable for payment.

Current fee structure

— Primary Program (21 Days)	— R34,000
— Extended Primary Program (7 Weeks)	— R52,000
— Secondary Program (3 Months)	— R66,000
— Extended Secondary Program (6 Months)	— R96,000
— Tertiary Program (12 Months)	— R156,000

3.3. SPECIAL DIETS:

- Special diets are charged at an additional cost not covered by the medical aid to include dietician consultation, setting up of menu, administration costs, and purchased stock.
- No refunds are payable for special diets.

3.4. NOT INCLUDED IN TREATMENT FEES

- possible hospital admission; (see fees and charges)
- special medical visits, psychiatrist evaluations, dentists, and doctors; (see fees and charges)
- transportation fees; (see fees and charges)
- medication;
- extramural activities;
- special diets;
- tuck shop money for personal expenses (cigarettes, toiletries, etc.).

4. MEDICAL:

4.1. MEDICAL DEPOSITS

- A medical deposit of R1,500 is required before admission. This does not include any charges for detox medication. The medical account will serve for any medical expenses that may be incurred such as doctor consultations, clinic visits, medication, co-payments for medical aids, medication packing, over the counter medication, travelling for the purpose of medical requirements, etc. The person liable for payment will be informed of any expenses incurred and family will be updated with any medical concerns. Statement of account will be sent should a top-up be required to the account.
- An administration fee of 15% will be charged for all medication handling. An additional amount of R150.00 will be charged monthly for the packaging of all medication done by the pharmacist. Dispensed OTC medication is not payable by the medical aid.

4.2. SPECIALIST TREATMENT

- Psychiatrist, doctors' consultations, and clinic visits will be charged in accordance with their individual rates. Quotations will be sent for approval by the person liable for payment for any co-payments or private clients.

4.3. EMERGENCY HOSPITAL ADMISSIONS

- Due to the distance for private hospital treatment, we may use our discretion to transport the client to Sabie Hospital in severe cases. Alternatively, an ambulance will be contacted to escort the client to Nelspruit. Any costs for ambulances are not covered by the treatment fee.
- Emergency hospital admissions are not covered by the treatment fees. If the client and staff members are missing mealtimes at the facility, a further charge will be incurred to accommodate for expenses. An hourly rate for staff members assisting with the hospital admission will be payable.

4.4. DENTISTRY

- Due to limited resources at Sabie Hospital, all dentistry requirements are handled in Nelspruit. A detailed quote will be sent for approval and payment in advance is needed. The charge will include travelling expenses. In the event of follow up consultations recommended; charges will be communicated with the person liable for payment.

4.5. FEES AND CHARGES

Fees & Charges (Not including traveling)

<i>Psychiatric Evaluation</i>	– R 2,600 *
<i>Psychiatric Follow Up</i>	– R 1,500 *
<i>General Practitioner</i>	– R 450 (Medicine not included) *
<i>Public Hospital / Clinic</i>	– R 500 (Medicine included)
<i>Detox Admissions (Sabie Hospital)</i>	– R1,500
<i>Emergency Hospital Admissions</i>	– R 200 p/hour
<i>Meals</i>	– R 80 p/person
<i>Dentistry Consultation</i>	– R 850 *

Travelling Charges

<i>Nelspruit</i>	– R 1,000 *
<i>Sabie</i>	– R 150 *

* Rates may have been adjusted by external practitioners for yearly increases after this agreement has been signed.

* Traveling charges may be amended due to petrol price increases.

5. TUCK SHOP:

Clients are urged to stick to a monthly budget as determined by the person liable for payment. An administration fee of 15% is added to purchases to cover costs for resources to acquire items. Please see Welcome Pack for more information.

6. SUSPENSIONS:

In the event of a suspension, the client will leave the treatment facility for 72 hours. A letter of motivation may be required from the client for staff and peers to evaluate the motivation for change. The discharge date will not be extended in the event of the client re-entering the program.

7. DETOXIFICATION:

If a client was screened and important information pertaining to requirements of detoxification was left out, the client will not be able to be admitted. In the case of medical aid clients, detox needs to be arranged with Akeso.

Important notices on detox: No after-hour or weekend detoxification admissions are done by Sabie Hospital or Akeso. This implies that the client will have to return at a later date to accommodate the detox admission.

8. ADMISSIONS:

Admissions are done strictly by appointment. All clients need to be seen by our General Practitioner within 24 hours after admission. A prior booking is made to accommodate all admissions. If a client misses his/her appointment, it may imply that admission will have to be postponed to the first available date of our General Practitioner.

9. SPECIAL CONDITIONS:

- 9.1. *Any client with severe mental health conditions will be required to send a psychiatrist evaluation deeming them fit for treatment. No client will be allowed to continue treatment if they are considered to be in psychosis or have severe mood disorders.*
- 9.2. We reserve the right to ask for a specialist psychiatric evaluation if the case management team deems the client is either misdiagnosed or undiagnosed with a mental health condition. This is not covered by the treatment costs.
- 9.3. Special discounted rates do not include external resources used for individual Occupational Therapy and Psychologist sessions. Motivation for these services will be submitted to the person liable for payment for approval and quoted for respectively.
- 9.4. Should the client leave the program for any amount of time due to unforeseen family responsibilities, medical, or psychiatric referrals the monthly due date for co-payments or treatment fees will remain as per this agreement. Extra costs may be incurred to cover for meals catered for and room booking.
- 9.5. Any wilful or accidental damage to the property or any of its movable assets, will be payable by the person liable for payment.

10. GENERAL:

- 10.1. I acknowledge that any indulgence granted by the CREDITOR shall not be construed as a waiver of the CREDITORS rights.
- 10.2. I consent to the Jurisdiction of the Magistrates Court.
- 10.3. This acknowledgement is subject to acceptance by the CREDITOR at: Pace Recovery Centre, 3 Raamsaag Street, Klein Sabie, 1260.

11. TERMS AND CONDITIONS:

The Debtor; means the person who signs the terms and conditions, independently from the client, parent(s) or guardian, and who accepts full responsibility for payment of PRC Recovery's invoice. The Debtor remains jointly liable in solidum for full outstanding balance/s, unless settled in full by the client, parent/guardian, main member, medical aid or any other party.

The Creditor; means PRC Recovery (Pty) Ltd, its holding, subsidiary and associated companies and all of those companies' directors, officers, employees and/or agents, as well as any facility owned and/or operated by PRC Recovery.

Signatories; includes the client, debtor, parent(s) and guardian, together or separately where the person has signed in that capacity.

Third Parties; include but are not limited to medical practitioners, doctor's, radiologists, physiotherapists, pathologists, specialists, medical aid and other service providers who are not employed by PRC Recovery but are involved in the provision of various services to the client.

Payment of Account; I, the undersigned, will be responsible for and agree to make payment of the PRC Recovery fee ("the fee") for the use of the PRC Recovery facility and health services rendered, as charged by PRC Recovery from time to time. Details of the fee structure as applicable from time to time are available in writing on request, and form part of this PRC Recovery Contract.

Recovery of Costs; In the event where you have failed to pay the fee mentioned above, PRC Recovery has the right to recover any legal costs to recover the amount due, including attorney and client costs levied including collection commission and all related legal costs incurred.

Signatories Personally Responsible; I, the undersigned, signatory, 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 signed these terms and conditions, as the person responsible for payment of the fee, will remain responsible for the full outstanding amount.

Deposit / Guarantee; PRC Recovery, may request a deposit or guarantee from you, which must be provided immediately. Acceptable payment methods will be provided to you with the request.

Refundable Deposits; A deposit paid is refundable to the person or entity that paid the deposit however, the deposit will be automatically set off against a client account upon admission.

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 Electronic Funds Transfer ("EFT") only.

Credit Balances; Where a credit amount is refundable to a client it may be set off against any outstanding accounts for that client before being refunded. Where a credit amount is refundable to the medical aid, such credit amount will be set off against future payments due by the medical aid.

Invoices Due and Payable; The fee becomes due and payable immediately upon presentation of a final invoice. After expiration of thirty days (30) days from presentation of the account PRC Recovery has the right to charge interest on such overdue account at the rate of two (2) percent (%) above the prime lending rate applicable.

Consent to Access Credit Information; I, the undersigned, consent to PRC Recovery obtaining from any credit bureau, or any other institution with whom I, the undersigned, may have financial dealings any information concerning my credit profile and payment history.

Client's Consent; I acknowledge that in providing health and/or medical services ("Services") to me, it is necessary for PRC Recovery and Third Parties that are involved in the provision of services, to process my personal information. "I provide my express consent to PRC Recovery to process my personal information as defined in law for purposes of providing the services and to share such personal information with "third parties" in order to provide various medical and related services to me."

Consent to Magistrates Court Jurisdiction; I, the undersigned hereby consent and submit in terms of section 45 of the Magistrates' Courts Acts to the jurisdiction of the appropriate Magistrate's Court in respect of all actions or other proceedings which might be brought against me by or on behalf of PRC Recovery arising out of my failure to pay the fee or other breach of the PRC Recovery Contract, irrespective of the value of the claim against me.

South African Jurisdiction and Law; This PRC Recovery Contract and the use of the PRC Recovery Facility and any health services provided by PRC Recovery to the client shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Address for Notices; The addresses provided in the details section above are the chosen domicillium addresses for all purposes, including the serving of any court documents such as summonses 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 30 days' written notice to the other party.

Notices; Every notice, consent, invoice or other communication required or permitted in terms of this contract, must be in writing. Notices may be delivered:

- by hand to the address referred to in the details section or any other address chosen in writing:
- by telefax or e-mail to the addressees telefax number or e-mail address, an acknowledgement of receipt from the recipient must be given to the sender: OR
- by prepaid registered post to the address referred to in the details section or any other address chosen in writing.

Disclosure; I, the undersigned, authorises PRC Recovery, or any consulting doctor, or any other attending professional to disclose the nature of the client's diagnosis and/or any health services rendered to the client and all and any records or copies of records in relation thereto to the client's medical aid, and I confirm that I/we are duly authorised to disclose such information and in the event of any disclosure, hold PRC Recovery harmless from any claims whatsoever.

Disclaimer; Notwithstanding any refusal and/or inability on the part of the client to provide consent to the disclosure of any information, confidential or otherwise to the debtor, by PRC Recovery, the debtor accepts by signature hereto, that he/she shall remain jointly and severally liable in solidum for the amounts so claimed in any invoice by PRC Recovery.

Medical Practitioners; I, the undersigned, understand and accept that the medical practitioners, doctors, radiologists, physiotherapists, specialists and other such practitioners who treat the client are independent contractors who are not employed by PRC Recovery and that PRC Recovery is not responsible for their invoices or treatment, and agree to hold PRC Recovery harmless in respect thereof.

Disclaimer in respect of property; I, the undersigned, understand, accept and agree that PRC Recovery will not be liable or responsible for any loss of, damage or destruction to, any property, including money and valuables, belonging to the client, or in possession of the client, or given to PRC Recovery for safekeeping, even if PRC Recovery is/was negligent in any way and no matter how the loss, damage or destruction was caused.

Accounts and Invoices; I, the undersigned, hereby confirm that PRC Recovery may use the email addresses and contact numbers as indicated in the client/consumer details for communication purposes on accounts and/or invoices, or submission thereof. PRC Recovery may use my personal information for purposes of collecting and recovering any amounts owed by myself to PRC Recovery.

Terms & Conditions Read, Understood and Agree; I, the undersigned warrant that I, the undersigned, have read, understood and agree to these terms and conditions, and the Disclaimer in respect of property set out herein and contracts on such terms, conditions and the Disclaimer in respect of property.

This acknowledgement is subject to acceptance by the DEBTOR at:

Signed at _____ (place) on _____ (date)

Debtor

Witness

Creditor