



MEMBERSHIP TERMS & CONDITIONS

updated :25/06/2021

1) INTERPRETATION

1.1) "the/this agreement" means the agreement as set out herein.

1.2) "Medicare EMR" means Medicare Emergency Medical Response CC, Registration no# 2006/200245/23

1.3) "member" means a person who has applied to become a member of the Medicare EMR system, either telephonically, or by means of a completed, signed application form and who has been accepted by Medicare EMR, in Medicare EMR's sole discretion, as a member (whether as a corporate or individual member) of the system.

1.4) "members information" means information in respect of the member, which has been verified and/or supplied by the member.

1.5) "service provider" means a hospital, clinic or other health care provider or emergency service provider.

1.6) "initial period" means the minimum duration of this agreement, being a period of 12 (twelve) months from the date of activation of the services.

1.7) "the interest rate" means the published prime overdraft rate as published by The South African reserve Bank from time to time.

1.8) "monthly subscription fee" means the monthly charge for being connected to the service as set out in the tariffs.

1.9) "the system" means membership based emergency medical response service the registered members registered to the Medicare EMR service.

1.10) "the tariff" the tariff that Medicare EMR charges for 1 (one) months subscription.

1.11) The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.12) This agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2) DURATION

2.1) This agreement shall commence on the date of activation of the services and payment of administration fees and shall continue for the initial period of 1 (one) year and thereafter indefinitely until terminated by Medicare EMR giving notice to the member in terms of clause 6 (six) or by the member giving Medicare EMR not less than 1 (one) calendar month written notice of termination, provided that the member shall not be entitled to give such notice within a period of 12 (twelve) months from the date of activation of the services.

2.2) In the event that this agreement is extended after the initial period or any period thereafter, the terms and conditions of this agreement will apply for such extended period.

3) PAYMENT

3.1) Upon Medicare EMR's registration for VAT, Value added tax at the applicable rate on all vatable charges and services will be levied. All prices and charges, in terms of this agreement, unless otherwise stated, will then include value added tax.

3.2) Should the member send monies, cheques, orders or bills by means of postal services, then the postal authority shall be deemed to be the agent of the member and the member shall bear all risk of loss, theft and delay in and to any monies, cheques, orders or bills sent by post, without derogating from the aforesaid, the member shall draw all cheques, postal orders and bills payable to Medicare Emergency Medical Response and marked "not transferable".

3.3) The member agrees that payment shall only have been made to Medicare EMR when the monies remitted by the member have been received into Medicare EMR's bank account.

3.4) Should any cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the member be rejected for whatsoever reason or should Medicare EMR exercise its rights to suspend the provision of the services due to non or late payment of any monies due in terms hereof by the member, then the member shall pay an administrative charge as may be levied by Medicare EMR from time to time for each such non-payment, suspension or any other breach of the agreement which amount shall be payable upon demand and recoverable by Medicare EMR.

4) MEMBER'S ACKNOWLEDGEMENT

4.1) The member acknowledges and agrees that:

4.1.1) Service quality and coverage available to the member shall be limited to that provided by the system and the services may from time to time be adversely affected by physical features such as no cellular coverage as well as atmospheric conditions and other causes of interference;

4.1.2) It shall not hold Medicare EMR, any of its directors, employees, agents or approved representatives liable for any non-availability of the service or for any other reason whatsoever including damages and consequential loss.

5) LIABILITY

5.1) Medicare EMR shall not be under any liability (including liability for negligence) for any loss or damage or injury to the customer whatsoever no matter when or how arising out of the provision of the services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular Medicare EMR shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.

5.2) Whilst every effort has and will be made by Medicare EMR to ensure the accuracy of the information presented to us by the member, neither Medicare EMR, any of its directors, employees, agents or approved representatives will be held liable for any omission or errors, or for any misfortunes or damages which may arise there from.

5.3) Medicare EMR, any of its directors, employees, agents or approved representatives do not in any manner endorse, assume responsibility for, or recommend the use of any drug or treatment method which may result from the information dispersed on behalf of its members. Medicare EMR, any of its directors, employees, agents or representatives makes no representation regarding the suitability of the information and content for any purpose whatsoever.

5.4) Medicare EMR, any of its directors, employees, agents or approved representatives is the member's information facilitator and makes no representation regarding the suitability of the information and content for any purpose whatsoever.

5.5) The final decisions regarding the diagnosis and subsequent treatment of the member or members at the scene of a motor vehicle accident or thereafter are complex, and is at the sole discretion of the emergency services personnel and Medicare EMR, any of its directors, employees, agents or approved representatives cannot be held liable for any misdiagnosis or treatment.

5.6) The member acknowledges Medicare EMR's right to inform third parties of any breach by the member of its obligations in terms of this agreement and the member indemnifies Medicare EMR in respect of any claim whatsoever arising from Medicare EMR's exercising of this right.

6) TERMINATION

6.1) In the event that the member breaches any term of this agreement or any warranty given by it hereunder or fails to fulfil any obligation resting upon it, then without prejudice to Medicare EMR's other rights in terms of this agreement or the common law, Medicare EMR may either terminate this agreement or call for specific performance of all the member's obligations and immediate payment of all sums owing by the member, whether or not then due, in either event without prejudice to Medicare EMR's right to recover such damages as it may have suffered by reason of such breach or failure.

6.2) Notwithstanding the afore going and pending Medicare EMR's election in terms of this clause, Medicare EMR shall not be obliged to perform any of its obligations under this agreement and the member shall remain liable for the payment of all amounts owing by the member in terms of this agreement whether or not such amounts are then due.

6.3) Medicare EMR may, without notice, terminate this agreement immediately in any of the following circumstances:

6.3.1) If the member fails to pay any amount owing to Medicare EMR on due date; or

6.3.2) if the member does or allows to be done anything which in Medicare EMR's opinion will or may have the effect of negatively affecting the operations of the services; or

6.3.3) if the member furnishes Medicare EMR with incorrect information as requested by Medicare EMR.

7) EXCUSABLE EVENTS

7.1) Medicare EMR shall not be liable to the member for any breach of these terms and conditions or failure on Medicare EMR's part to perform any obligations as a result of the technical problems relating to the system, termination of any license to operate or use of the system, acts of God, Government control, restrictions or prohibitions or any other Government act or omission, whether local or national, act or default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other similar cause beyond Medicare EMR's control.

8) VARIATIONS OF CHARGES AND TERMS

8.1) Medicare EMR may vary all or any of its charges (including but not limited to the charges described in clause 3 (three) of this agreement, any charges in respect of benefits provided to members and in respect of value added services) by publishing an amended tariff, such variation to have immediate effect unless otherwise stipulated therein.

8.2) Medicare EMR reserves the right to vary the terms and conditions of this agreement at its sole discretion, whether as a result of new legislation, statutory instruments, Government regulations or licenses, amendments to the standard terms and conditions of Vodacom, MTN, Cell C, any similar event, or not. Medicare EMR, at its sole discretion, may elect to notify the member of any such variations via e-mail or writing or to publish such variations at its principal place of business.

8.3) As a registered member of Medicare EMR, you will receive all communications via e-mail and/or alerts via SMS. Should you wish not to receive communications via e-mail from Medicare EMR, you may change the way you receive your communication by phoning the Medicare EMR admin centre on +27 618394432.

9) MEMBER'S INFORMATION

9.1) The member confirms that the member's information supplied to Medicare EMR either telephonically or by means of an application form or by means of on-line registration is true and correct in every respect and undertakes to inform Medicare EMR immediately should any of such information change at any time.

10) CONFIDENTIALITY

10.1) Medicare EMR undertakes that it shall not at any time discuss with or disclose or reveal the member's information to any person, other than to:

10.1.1) Medicare EMR, any of its directors, employees, agents or approved representatives who are required in the course of their duties to have access to the member's information.

10.1.2) Service providers in terms of these terms and conditions.

11) NOTICE AND DOMICILIA

11.1) The member chooses, as its domicilium citandi et executandi, the address set out in the application contract, or such other address of which the member may notify Medicare EMR in writing not being a post office box or poste restante.

11.2) All notices given in terms of this agreement shall be in writing.

12) COSTS

12.1) The member shall repay to Medicare EMR on demand all costs Medicare EMR actually incurs as a result of the member's failure to comply with the terms and conditions of this agreement or the cancellation hereof, which include but are not limited to legal costs.

13) SET-OFF

13.1) The member shall not be entitled to set off any amount/s that may be owing to the member by Medicare EMR against any amount/s the member owes or may owe Medicare EMR in terms of this agreement.

14) CONSENT TO JURISDICTION

14.1) The member hereby consents to the jurisdiction of the magistrate's court having jurisdiction over its person in respect of any action by Medicare EMR arising from this agreement or the cancellation thereof. This consent does not oust the jurisdiction of any other competent Court and Medicare EMR shall be entitled, in its discretion, to institute action against the member in any Court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the cancellation of this agreement.

15) SEVERABILITY

15.1) In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this agreement, which will nevertheless be binding and enforceable.

16) WHOLE AGREEMENT

16.1) This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties save and accept for the provisions of clause 8.1 above.