



CAPE MEDICAL RESPONSE CC (CK 2001/013020/23)

CMR House, 106 Kommetjie Rd, Fish Hoek, Cape Town 7975.

Tel: 021 782-0606. Fax: 021 782-0707. www.cmr-med.co.za.

STANDARD TERMS AND CONDITIONS OF

MEMBERSHIP: *Effective from the 23rd May 2016*

1. These Terms and Conditions (T&Cs) apply to Cape Medical Response CC (CMR) and CMR Ambulance Services CC (CMRAS).

2. **SERVICES:** A). CMR/CMRAS undertake to provide emergency medical response services to subscribers (members) within the defined area. B). CMR/CMRAS shall endeavour to arrive at a place where the member requires emergency medical treatment and/or transportation as quickly as possible dependent upon other prior emergency calls received.

3. **AREA:** The defined area of service shall be as determined periodically by CMR/CMRAS but shall not currently extend North of Marina Da Gama/Steenberg Road and Noordhoek, and Cape Point to the South. Areas not accessible by normal motor vehicle are excluded.

4. **PERIOD AND TERMINATION:** A). Membership in CMR is for an initial period of two years from the date of receipt of the member's initial application. In the event of the services continuing to be rendered beyond the initial two year period, then and in such event, this Agreement shall be terminable on one calendar month reciprocal written notice and the provisions of this Agreement shall apply to the extended period. B). In the event of a member terminating membership before the end of the two year initial period, CMR shall be entitled to charge the member an early termination fee, which fee shall be reasonable and based on the extent of CMR's costs and services rendered to that member in the preceding period, and the member's reasons for early termination. C). CMRAS membership is not subject to an initial two-year period, and may be terminated at any time on one calendar month reciprocal written notice.

5. **MEMBERS DETAILS:** It is the responsibility of the member to ensure that all details given to CMR/CMRAS (including all members names, contact number/s, email address, home address, numbers and names of members, allergies, medication, etc) are correct and up to date.

6. **GENERAL MEMBERSHIP CONDITIONS:** A). Membership includes all treatment/s and standard medical consumables that CMR/CMRAS may provide to members as a result of any medical emergency. B). CMR/CMRAS reserves the right to decline to provide the service where in its reasonable opinion whether because of prior emergency calls or otherwise it will not be able to respond appropriately. C). In the event of a member requesting assistance from CMR/CMRAS in circumstances which in the reasonable opinion of CMR/CMRAS does not constitute a medical emergency, CMR/CMRAS shall be entitled to reject such request or to charge for such assistance on a call-out fee basis, plus consumables.

7. **SPECIFIC MEMBERSHIP CONDITIONS – CMR:** A). Standard Household membership is limited to one residential property and to the number of people reasonably housed on such property. For memberships after Feb 2016, the number of people on a standard Household membership is limited to six, and an additional fee will be charged per person over the six-limit. B). Membership includes up to a maximum of twenty cases per individual per membership year. Visitors on the member's property are similarly covered to a maximum of five cases per household property per year. C). CMR reserves the right to bill members who do not live at the listed dwelling or who exceed the maximum treatment numbers.

8. **SPECIFIC MEMBERSHIP CONDITIONS – CMRAS:** A). Members of CMRAS must be members of CMR. B). CMRAS membership applies only to those individuals listed on a membership. C). For memberships after Feb 2016, the number of people on a standard Household membership is limited to six, and an additional fee will be charged per person over the six-limit. D). Non-emergency

transportation (including inter-facility transportation) is not covered free by CMRAS, and may be billed for at CMRAS' standard rates. E). CMRAS members are entitled to free transportation for one hospital discharge per year within a 50km radius of CMR's offices.

9. **FEES:** A). A once off joining fee will be payable on registration by all members. B). All membership fees shall be paid in advance. VAT is included in all fees at the prescribed rate of 14%. C). The membership fees charged by CMR/CMRAS to existing members may be increased by up to 10% annually. D). If the member does not pay the agreed fees on due date and/or is in arrears with membership fees, CMR/CMRAS may terminate by notice at any time and/or bill the member for services rendered. E). Fee increases may also occur on individual or collective memberships should the numbers of people covered on such memberships change, or where the fees charged are substantially less than the equivalent current CMR/CMRAS membership fees, or where an Act of Parliament or regulatory requirement has a material effect on the cost of providing the service as contemplated. In these situations, the member will be advised by email prior to implementation of the new fee structure and shall be entitled to terminate on giving CMR/CMRAS one calendar month notice.

10. **DEBIT ORDER RETURNS:** In the event of a member's debit order or other payment being returned for non-payment due to lack of funds, incorrect information or other reason, CMR/CMRAS shall be entitled to charge the member a fee to cover bank charges and administration costs.

11. **CHANGES TO T&Cs:** All memberships are accepted in accordance with CMR's Standard T&Cs which CMR/CMRAS may change from time to time in their sole and absolute discretion, such changes to be communicated by CMR/CMRAS by posting such changes on the CMR website and/or informing members via newsletter, email or SMS.

12. **SUBCONTRACTORS:** CMR/CMRAS is at all times entitled to delegate its obligations under this Agreement by engaging the services of sub-contractors. All services as may be provided to the member by any of the aforesaid sub-contractors shall be rendered in terms of and be subject to the terms and conditions of this Agreement *mutatis mutandis*.

13. **LOSS/DAMAGES:** A). CMR/CMRAS shall not be liable for any loss or damage whatsoever arising out of a delay in rendering service or a failure to render service or for any other reason whatsoever including, but not limited to, circumstances beyond the control of CMR/CMRAS. CMR/CMRAS shall not be liable for any loss, injury, death, damages, consequential loss or special damages of any kind or nature for any reason whatsoever arising out of this agreement, whether as a result of a negligent act or omission by CMR/CMRAS, its employees, agents and/or assigns. B). CMR/CMRAS has arranged for limited indemnity insurance and will endeavour to claim in terms of the said policy of insurance should a member suffer loss or damage as a result of actions or omissions on the part of CMR/CMRAS, its employees, agents or assigns. C). The member hereby expressly agrees that any claim which it may have against CMR/CMRAS from any cause arising shall be limited to the amount which CMR/CMRAS can claim in terms of the aforementioned policy of insurance and that no further amounts shall be due and payable by CMR/CMRAS, regardless of the quantum of the loss or damage suffered by the member. D). Both CMR/CMRAS and the member agree to the jurisdiction of the Magistrate's Court in respect of all proceedings that may arise out of these T&Cs, provided that either party may at its option institute action in the Supreme Court. In the event of legal proceedings being instituted by either party, the defaulting party shall be liable to pay the other party's legal costs on the scale as between attorney and own client.

14. Each term of this Agreement shall be considered as severable. If for any reason any term hereof is determined to be invalid and contrary to or in conflict with any existing or future law, then this Agreement shall be interpreted and enforced as if such invalid term was not contained.