

## **Destination Medicine (Pty) Ltd**

### **TERMS and CONDITIONS for online transactions**

#### **About us**

Emergency Medical Services that not only just deliver, but become a part of your business and your world. From tailor made medical rescue, ambulance services, event medical standbys and emergency training we have your market needs covered. Founded in 2005 we have many years of extensive experience on hand.

From the Serengeti to the Sea, Destination Medicine combines the skills of exceptional staff, medical rescue capacity and an ability to create bespoke medical & emergency medical services to your specific needs.

Emergency Medical practitioners, paramedics and medical staff with specialist medical training to provide medical cover where the risk of injury is high and where the location is remote or hard to reach via normal medical response services.

Our staff, specialist equipment and rugged vehicles mean that we can provide emergency and primary care in most extreme environments.

As a small partner owned company we have a significant edge over the competition, we have the capacity to personalize and deliver on our ambulance services, rescue services, events & training in a way that is unmatched in the greater medical market, using our in house capacity we can create customized medical solutions that are both risk appropriate and best practice, but suit your budget.

#### **Use of Site**

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The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

### **Our Rights**

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions, then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

### **Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that

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information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Product availability**

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched the same day provided payment is validated/received before 1400 hours.

Should the product not be in stock please allow 10 working days plus freight transit time. This will allow for manufacturing and delivery to our warehouse.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Destination Medicine (Pty) Ltd will contact you via email and provide a revised shipping schedule.

### **Delivery & Service Policy**

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed

## TERMS and CONDITIONS - continue

that you have read and understood the terms and conditions for such purchase. If you have any queries, please contact us before making any purchase for any service through this website.

Destination Medicine reserves the right to decline the usage of the vehicles due to unforeseen circumstances.

All equipment remains the property of Destination Medicine (Pty) Ltd and any deliberate destruction thereof or breakage caused due to negligence by any third party shall be repaired or replaced by the CUSTOMER. Upon signature of this agreement the CUSTOMER hereby agrees to such.

That CUSTOMER shall maintain the required public and private liability insurance for any and all events, exercises, emergency responses and or call outs as deemed necessary and does not hold Destination Medicine responsible for any related incidents or claims thereto, seen or unforeseen.

Should an emergency response be undertaken by the relevant units as mentioned above a claim for petrol and stock used can be levied to the CUSTOMER at the agreed rate as set out above.

Standby costs do not cover the transportation of injured parties to hospital and Destination Medicine (Pty) Ltd reserves the right to request additional assistance from any other emergency service as and when required.

In the event of a patient needing to be transported to a Medical facility they will be transported by an ambulance to the nearest appropriate facility and not by the onsite unit or its attendees due to medico legal implications. (The emergency units are designed to gain access to medical emergencies only and as such are registered as rescue units, not ambulance units).

Should there be a need for further branding or any change to the current branding that Destination Medicine (Pty) Ltd has, this shall be for the CUSTOMER's account and not for Destination Medicine (Pty) Ltd costs.

The CUSTOMER hereby indemnifies Destination Medicine (Pty) Ltd for all medical, emergencies or SANS, BHF and HPCSA compliancy breaches or claims. Ambulance services will be supplied by the client and it is understood that ambulance services are on site by their organisation and that all event area medical services are provided by the client.

The CUSTOMER hereby indemnifies Destination Medicine , and its employees, representatives, instructors or agents against any claim or claims for compensation or damage, loss or injury, fatal or otherwise however arising including but not limited to any acts, omissions or defaults, sustained during the course of any of the theoretical, operational or practical aspects of the training exercise, events, medical standby's or interaction with Destination Medicine (Pty) Ltd in anyway, caused directly or indirectly or to belongings or property. This indemnity shall extend to dependents, estates or any person, whomsoever. The CUSTOMER hereby unconditionally waivers any right that the CUSTOMER may have against Destination Medicine, its principals, instructors, servants, representatives or agents to claim damages of whatsoever nature however caused.

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Neither party shall be liable to the other for inability to perform or delayed performance, should such inability or delay arise from any cause beyond the reasonable control of such party and not caused by any fault of such party, provided that the existence and/or happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such a cause (“a force majeure event”). For the purposes of this clause, a force majeure event shall, without limitation of the generality of the foregoing, be deemed to include any act of God, mechanical fault on vehicle, strikes, lock outs, accidents, fire, explosions, hostilities, riot, civil insurrection, military uprising, rebellion, revolution, military or usurped power, flood, earthquake, lightning, action, intervention or decree of local or national government, or any other cause beyond the reasonable control of the party affected.

Destination Medicine reserves the right to have the Medical officer and / or additional vehicles in attendance if we deem necessary

The emergency units are designed to gain access to medical emergencies only and as such are registered as rescue units, not ambulance units, thus are not designed for medical or patient transportation to hospital or patient repatriation of any kind.

I the undersigned hereby state that I accept the following treatment /medication and / or advice from Destination Medicine and I further hereby also indemnify Destination Medicine and all its aforementioned subsidiaries, representatives and staff from any and all claims both legal and medical. I further understand that should my medical aid / medical insurer fail to cover the expenses incurred and subsequent invoice I will be held responsible for the full and final amount invoiced and expenses in entirety.

I further understand and affirm that all expenses pertaining to the transportation and treatment of myself, guardian, patient, relation or anyone that I may be supporting financially is non-refundable in any manner.

### Shipping

SA counter to counter

Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

### Undeliverable packages

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

### Order processing

Order processing will not begin until we receive a confirmed order and full payment.

### **Refunds/returns Policy**

Should you for any reason wish to cancel your purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

\* Note: Destination Medicine (Pty) Ltd recommends that you use Speed Services Couriers (South African Postal Services) for all returns as it offers shipment tracking through a 24 hours' customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered.

International customers should make use of a courier that offers:

1. Shipment tracking.
2. Insure your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account.

In the event of an ambulance transportation no refund is offered or allowed in any way.

### **Disclosure of outlet country at time of payment**

South Africa

### **Payment Options and Pricing**

All transactions will be processed in South African Rands (ZAR).

Destination Medicine (Pty) Ltd endeavours to offer you competitive prices on current products; your total order price will include the price of the purchase plus any applicable sales tax and shipping charges (on the day of shipping).

Destination Medicine (Pty) Ltd reserves the right to change pricing at any time without prior notice.

Should Destination Medicine (Pty) Ltd reduce its price on any shipped products within 10 working days of shipment, you may contact us and request a refund of the difference between the price you were charged and the reduced selling price. To receive the refund, you must contact us within 14 days of shipment.

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**Credit Card**

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order. All of your order details will be saved online under in the Your Account section available for use whenever you're ready! Sorry for the inconvenience.

**EFT (Electronic Fund Transfer)**

One of the most widely used ways of sending money online. Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load Destination Medicine (Pty) Ltd as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. This should ensure speedy processing and delivery of your selected products.

BANK:	First National Bank (FNB)
BRANCH CODE:	256 205
BRANCH:	Killarney
ACCOUNT:	62315665755
TYPE:	Cheque
ACCOUNT HOLDER:	Destination Medicine cc

**Direct Deposit**

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on (010) 900-4990 to ensure your payment is confirmed and order shipped as quickly as possible.

BANK:	First National Bank (FNB)
BRANCH CODE:	256 205
BRANCH:	Killarney
ACCOUNT:	62315665755
TYPE:	Cheque
ACCOUNT HOLDER:	Destination Medicine cc

**For more information about how to order, special order requirements and other payment options, please contact our Support Team on Fax 086-758-7392 or email [info@destinationmedicine.com](mailto:info@destinationmedicine.com)**

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### Security Policy

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

### Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

### Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### Consent

I understand that all the designs and trademarks are registered to Destination Medicine (Pty) Ltd and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Destination Medicine (Pty) Ltd for any civil action or any legal action deemed necessary against me.

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### Contact Details

#### Destination Medicine (Pty) Ltd

*Medical Recue*

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Parkhurst

Johannesburg

2120

Office Tel: 010-900-4990 | Emergency: 0861-111-138

Email: [info@destinationmedicine.com](mailto:info@destinationmedicine.com)

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.