



TERMS AND CONDITIONS OF DRs DIETRICH, VOIGT, MIA & PARTNERS ("PATHCARE")

These are the terms and conditions of Drs Dietrich, Voigt, Mia & Partners ("PathCare") and covers all services rendered by PathCare.

PathCare is a laboratory medicine practice based in South Africa.

1. Test Requests

- 1.1 Although PathCare will endeavour to obtain your signature of the tests requested by your doctor it will not always be practical to do so. You may for example be ill, in-hospital or unable to consent. In circumstances where you are unsure which tests have been requested by your doctor we request that you contact us at helpdesk@pathcare.co.za or [021 5963400](tel:0215963400). We regard your doctor as your agent and will complete tests requested on your behalf by your doctor even if you have not signed a request form;
- 1.2 If you elect to self-refer for tests to a PathCare depot (i.e. without your doctor referring you) please be aware that this may have the following consequences:
 - 1.2.1 If you have a medical aid your medical aid is likely to refuse to pay for the test;
 - 1.2.2 PathCare reserves the right to refuse to conduct certain tests which in its view should only be conducted under the supervision of a trained medical professional and
 - 1.2.3 You take sole responsibility for any follow-up treatment that you may need as result of such self-referred test.
- 1.3 Your doctor may decide that it is necessary to request further tests from PathCare of your blood and/or other sample provided to PathCare to arrive at a definitive diagnosis. It is not practical for us to always get in touch with you when we receive these requests and your doctor as your agent should discuss this with you. If you have any questions in this regard you are welcome to contact helpdesk@pathcare.co.za.
- 1.4 PathCare is a referral practice and is not able to consult with patients directly.

2. Contact details

- 2.1 You must ensure that the medical aid details, guarantor details and personal contact details that PathCare hold for you is kept up to date or updated when you make use of our services. If you have not provided updated details PathCare will use the last details provided to it by yourself or your medical service provider.

3. Test results

- 3.1 Should you elect to receive test results via a nominated email address and we have verified your identity we may email your test results to you. You are solely responsible for security of email sent to the address you have nominated.
- 3.2 PathCare will only provide you with your test results:
- 3.2.1 if your account has been settled in full;
 - 3.2.2 you are legally entitled to receive the test results (i.e. they are your tests or the tests of a minor child of whom you are the legal guardian) and
 - 3.2.3 you present us with a positive form of identification.
- 3.2 PathCare test results should be interpreted and explained to you by your doctor.

4. Patient Privacy

- 4.1 Please see our Patient Privacy policy at [www \(insert link\)](#)

5. Payment for Test results

- 5.1 By providing PathCare with your medical aid details you consent to PathCare requesting your medical aid for payment of your tests.
- 5.2 Should your medical aid decline to make payment for whatever reason you will be held liable for any amount due.
- 5.3 PathCare has numerous different rate structures in place and you can obtain a quote from PathCare by contacting helpdesk@pathcare.co.za;
- 5.4 Payments to PathCare may be made by Visa, MasterCard, Diners or American Express cards or by bank transfer into PathCare's nominated bank account available on request to debtors@pathcare.co.za;



- 5.5 Card transactions will be acquired for PathCare via PayGate (Pty) Ltd who are the approved payment gateway for all South African acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 5.6 Customer details will be stored by PathCare separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za.
- 5.7 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).
- 5.8 PathCare takes responsibility for all aspects relating to electronic payment transaction including services provided on this website, customer service and support, dispute resolution and delivery of goods.
- 5.9 Any refund due to you will be paid within 15 (fifteen) days of receipt of confirmation of your banking details sent to refunds@pathcare.co.za.
- 5.10 If you have made an appointment at our depot you may cancel at any time without incurring any cost or penalty. If you have made a booking on our website and provided upfront payment, refer to 5.9 above for further details on reimbursement. However, if you have already provided us with a sample for testing you may no longer cancel such test requests.

6. **Jurisdiction**

All services rendered by PathCare are governed by the laws of the Republic of South Africa and any dispute in terms of these terms and conditions will be subject to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town for the institution of any legal proceedings herein.

7. PathCare reserves the right to amend these terms and conditions from time to time as required.
8. PathCare's head office is situated at:

PathCare Park
Neels Bothma Avenue
N1 City
Cape Town



9. This website is run by (insert details of service provider)