

Terms & Conditions

Welcome to the DH Care Group website- www.dhcaregroup.co.za. Please review the following terms and conditions before using this website. These terms and conditions may be modified from time to time and apply to all visitors and users of the website. Your continued use of our website following the posting of any amendments to these terms will mean that you accept the changes. By using this website, you agree to such terms and conditions, as well as the Terms and/or Privacy Policy (click here to link).

These Terms shall be construed in accordance with the South African legal system without regard to any conflict of interests. If any provision of these terms is found to be unenforceable or invalid for any reason. That provision shall be severable, and all other provisions shall remain in full force and effect.

If you have any concerns about our Terms and Conditions, call us on [067 8806 738](tel:0678806738) or email us at info@dhcaregroup.co.za.

Please be assured that any personal information that you provide in communication to the above email address will not be used to send you promotional materials nor disclosed to any third party.

DH Care Group website contains information related to our company. We endeavour to keep this information up to date and accurate at all times. The information is intended for general use, and you are encouraged to contact us to discuss any specific questions you may have in relation to our services.

Services

DH Care Group offers a wide range of services to our clients, and we shall provide these services following due process and care. We reserve the right to make changes to the Services which do not materially affect the nature, quality of validation of the Service. DH Care Group will notify our regular clients of any changes in charges for the services. If our Service relates to one piece of work, then our contract will end on completion of that service.

Payment for services

The client will pay the fees specified on any invoice in full and in cleared funds within 30 days of the date of such invoice. The invoice will be paid in South African Rands via electronic fund transfer into DH Care Group's account as notified in writing and

stated on the invoice. Once payment is made, DH Care Group expects the client to send a remittance to ensure the correct reconciliation of payment.

If the client fails to make payment by the due date, DH Care Group reserves the right to charge interest as stated on the Invoice. The interest rate may vary and will be detailed on each invoice. Such interest will accrue on a monthly basis, from the due date until payment of the full amount including interest.

DH Care Group reserves the right to increase the charges for services in any one year to a maximum increase of 30%. DH Care Group will give clients notice of this increase at least 1 (one) month before the increase will apply.

If a client requires DH Care Group to provide additional services, then DH Care Group is entitled to make reasonable additional charges for such services.

Cancellation

Cancellation of services within 48 hours (working days) 100% charge applies. If a cancellation for a Monday appointment is not received by 17:00 on Thursday, then full payment will be required.

Office Hours

DH Care Group hours of work are Mondays to Fridays 08:00 to 16:30.

Client responsibility

The Client is required to complete all the required paperwork as requested prior to each appointment.

The Client should share all completed referral forms with the employee to always ensure transparency. Once an employee has been referred, a fitness certificate and Annexure 3 shall only be issued once a confirmation letter/sick letter has been received by us.

The client is required to always cooperate with DH Care Group to enable safe, efficient delivery of services.

The client agrees that DH Care Group shall not be held liable for any delay, error or problem caused by any act or omission on the part of the client or its employees.

The Client will notify DH Care Group of any problems with a service within 3 working days of the relevant service being carried out. If the problem is raised outside this timeframe, then the Client is deemed to have accepted the service. Employees are expected to arrive on time for appointments and DH Care Group will try to be reasonable in this respect.

DH Care Group reserves the right to refuse to consult with any individual who threatens the safety or wellbeing of our staff in any way.

Data Protection

DH Care Group and the client will agree to comply with all the requirements applicable to the Data Protection Legislation. DH Care Group agrees to have appropriate controls in place to always protect data.

In the event of a breach of any personal data, DH Care Group will inform the client as soon as reasonably possible and start investigation into the alleged/ potential breach. DH Care Group agrees to inform the client of progress in a timely manner.

DH Care Group agrees with each client to keep in strict confidence and always treat the other parties' Confidential information as confidential.

Consent

DH Care Group seeks consent from employees before a report or certificate is released following a service. The employee reserves the right to withhold consent. DH Care Group will encourage consent if this is appropriate to maintain a fair and impartial service to the client. If the employee withholds consent DH Care Group will inform the client.

In the case of counselling DH Care Group undertakes to keep all sessions/records confidential except in circumstances where the client is a minor (under the age of 18), the client is endangering his/her own health/life/property or threatening the health/life/property of someone else, or information are subpoenaed by the Court.

IP

DH Care Group will retain the legal ownership of anything related to service provision- including the IP in any documentation.

TUPE and change of Service Provider

If TUPE applies following the cessation of services, DH Care Group and the client shall agree to comply with their respective obligations relating to TUPE.

If the Client wishes to change Occupational Health Service Providers, DH Care Group will work with the new supplier for the transfer of any personal data. The Client will be responsible for any reasonable costs incurred in this transfer.

Force Majeure

In the event of “Force Majeure”. DH Care Group will not be liable for the provision of services, if delayed or prevented from performing due to events out of its control.

By completing a form online or contacting us via the website you agree to our Terms and Conditions, Privacy Policy and Cookie Policy.

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