



Surgical Sync: Terms and Conditions of Service

1. Interpretation and Definitions

- **"The Company"** refers to Surgical Sync (surgicalsinc.co.za).
- **"The Client"** refers to the medical practice, facility, or individual requesting locum or professional medical support.
- **"Assignment"** refers to the specific medical services performed by the Company's personnel for the Client.

2. Agreement to Terms

By registering with Surgical Sync, requesting services, or accepting a locum placement, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions. The Client acknowledges that these terms are binding upon their practice.

3. Payment Terms

- **Short-Term/Locum Assignments:** Invoices are due for payment within **1 (one) to 3 (three) business days** following the completion of the assignment or the date of the invoice, whichever occurs first.
- **Monthly/Ongoing Assignments:** Where services are rendered continuously throughout a calendar month, the total amount is payable by the **final day of that calendar month**.
- **Method of Payment:** Payment shall be made via Electronic Funds Transfer (EFT) into the bank account designated on the invoice.



4. Late Payment and Interest Policy

- **Interest on Arrears:** If an invoice is not settled by the due date, the Client is liable for interest on the outstanding balance.
- **Interest Rate:** A late payment penalty interest of **5% (five percent)** will be charged on the outstanding amount for **every 7 (seven) day period** (or part thereof) that the payment remains overdue.
- **Legal Basis:** This interest rate is mutually agreed upon by both parties as reasonable compensation for the delay in payment and the administrative costs of debt recovery. This is consistent with South African commercial law, which allows B2B parties to set reasonable interest rates in their contracts that differ from the statutory default rate.

5. Client Obligations

- **Safety and Compliance:** The Client is responsible for ensuring a safe working environment compliant with the *Occupational Health and Safety Act*.
- **Indemnity:** The Client confirms that they maintain valid professional indemnity insurance. Surgical Sync personnel are engaged as independent contractors; the Client remains responsible for the professional environment and oversight of their facility.

6. Digital Acceptance (ECTA Compliance)

In accordance with the *Electronic Communications and Transactions Act (ECTA) 25 of 2002*, the parties agree that:

- An electronic message, email, or a digital "I Accept" checkbox on the Surgical Sync platform constitutes a valid and binding acceptance of these terms.
- The terms are considered "received" once they enter the Client's information system (e.g., delivered to their email inbox or displayed upon login).

7. Limitation of Liability and Governing Law

- **Liability:** Surgical Sync's liability is strictly limited to the value of the specific service fee paid by the Client for the assignment in which the claim arises.
- **Jurisdiction:** This agreement is governed by the laws of the Republic of South Africa. Any disputes shall be subject to the jurisdiction of the Magistrate's Court or High Court where Surgical Sync is registered.