

Common Service Terms and Condition

MedicAlert Foundation is an Incorporated Society of Members and registered charity. The Society is governed by its Members and one of its objectives is to provide Members with services and products which are affordable. Recognizing that Membership is ongoing the Foundation mostly meets its operating costs through collection of annual fees and donations from Member's.

This enables the Foundation to offer a minimum level of service for all members and additional products and services to suit Member requirements, on a user-pays basis. In addition, to help keep its services affordable, the Foundation may discount services to children or other members or offer monthly payment options for those who are less able to afford annual payment of fees in full, or who choose a Service Plan that includes such.

While accepting the objective stated above, non-payment of fees by member's could put the Foundation's operation and its members at financial risk. Government Charities' reporting standards classify the Foundation as a tier two charity, the Foundation therefore operates on an accrual accounting basis. Accrual invoices issued by the Foundation remain in its accounting system until they are settled. Directors on the Voluntary Board have a duty to manage and recover overdue payments to protect all Members from fraudulent or unauthorised use of its registered trademarks, service marks, services and unique MedicAlert® ID numbers.

Under the Foundations Member Terms Statement, services provided by the Foundation may be subject to specific terms and conditions. The following specific terms and conditions are common to all services provided by MedicAlert Foundation. These common terms are additional to the terms set out in the Member Terms Statement.

Enrolment Acceptance and Confirmation: Payment in full is required before the Foundation will accept and confirm a new Member enrolment.

Pricing: All prices for services include GST and may change from time to time without notice. Some MedicAlert products are sold Price On Application (POA), which Members may enquire about on a case-by-case basis. Additional terms and conditions may apply.

Refunds: All Fees, Products and Services are non-refundable. Faulty products will be repaired or replaced in accordance with the applicable Warranty.

Membership Fees

An Annual Membership Fee applies for every member.

Safety parts for MedicAlert Medical IDs: To prevent wrist damage, some of the Foundation products have a jump ring or link/latching device inserted with a breaking strain of approximately nine (9) kilograms. Stretching or breakage of such parts can occur as a result of normal wear and tear. Costs for supply and fitting of replacement safety parts are the liability of the Member, unless specifically stated as being covered under a warranty.

Invoicing: MedicAlert® Foundation will issue Invoices a minimum of 10 days prior to the due date for payment.

Payments: Payment in full is required before products or parts will be supplied. Membership and services are supplied on an advanced payment basis and require payment in full on or before the due date. Payments received may be applied on the basis of oldest amount due first. Members may pay by direct debit, which will be processed in accordance with the terms set out in the Direct Debit Application form.

Credit and overdue payments: It is not appropriate for a charity to provide credit. If an invoice remains unpaid as at 5pm on the due date for payment, it will be deemed to be overdue. Any payment overdue more than twenty (20) days may incur late payment fees to recover additional costs.

Financial assistance: The Foundation is a charity. If you are experiencing financial hardship, or financial difficulties, resignation is not necessary. Financial assistance may be available. The Foundation proactively issues Financial Support forms.

If the Foundation receives a completed Financial Support form from you, the Foundation will attempt to contact you to discuss options, using the contact information you provide.

However, until settlement of your debt is agreed by the Foundation, you remain responsible for the debt, all overdue fees and collection costs and contacting the Foundation to attend to this matter.

Recovering unpaid fees: Financial Practices require the Foundation to deem any invoice remaining unpaid and becoming more than two (2) months overdue, 'Pending Default'. The Foundation shall issue a Pending Default Notice. If payment is not received in full or an arrangement for payment is not agreed to by the Foundation within 20 days of the date of the notice, payment will be deemed to be in default.

Transferability: The personal and health information on file with MedicAlert® and the corresponding information engraved on a Medical ID linked to a Members Service Plan are unique to each individual Member. MedicAlert® Memberships, including all services and products, are not transferable.

Discounts: All discounts offered by MedicAlert® within a certain advertising medium (e.g. online or via a coupon), only apply to purchases made through or with that medium. Discounts offered online only apply to online purchases, unless specifically stated otherwise.

Freight and Handling: Freight and handling charges apply whenever a product requires dispatch, unless specified otherwise in your selected Service Plan.

Service Plans and Fees: Members are required to have a Service Plan to support the use of their MedicAlert® Service Supported Medical ID. Service Fees are charged based on the Member's Service Plan.

Other Charges: On a case by case basis when a Member orders a product or service which incurs a separate charge, the Member will be invoiced, and payment will be due upon issue of the invoice.

Laser Engraving: Due to the time and technology required, custom engraving of Medical IDs can be expensive to the Foundation. Every MedicAlert® Medical ID is engraved with a unique MedicAlert® ID number and the MedicAlert® 24-hour Emergency Hotline Number, which can be called in New Zealand or from overseas. Your engraved health information will be customized based on the information supplied by your Health Service Provider. Custom engraving is included at no additional charge when the Foundation supplies a new Medical ID. Charges apply when adding additional engraving to an existing or replacement Medical ID.

Sizing of Products: Unless stated otherwise all Medical ID bracelets supplied are 20 cm in length. Items displayed may vary in size. The Member is liable for costs to carry out any adjustments to bracelet size. The Foundations policy is to adjust stainless steel bracelet sizing within the first 30 days from the date of dispatch, without charge, when returned to and serviced by the Foundation. Adjustments made to precious metal products may incur a jeweller's charge, for which the Member will be invoiced. Other adjustments may also incur additional charges, for which the Member will be invoiced.

Warranties: MedicAlert® provides a one-year warranty (effective from the date of purchase) free of charge for return to base replacement and/or repair of defective products. Extended warranties are also available, with added product service benefits for an additional charge. For further information on warranties, including terms and conditions, please refer to the Warranty policy supplied with your Medical ID, or contact Membership Services to learn more.

Medical ID Disposal Policy: To protect MedicAlert® Intellectual Property rights and service integrity for all active members, from unauthorized use, the Foundations policy for return, destruction and disposal of Medical ID's applies to all Members upon resigning Membership. If a Member has passed away return is not considered necessary.

MedicAlert® Membership Resignation and Service Termination Policy
To protect ongoing trust in MedicAlert®'s service amongst Health Service Providers and to avoid information being removed when a Member may change their mind, which is common, a written resignation and service termination Policy applies.

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