



TERMS AND CONDITIONS RELATING TO MEMBERSHIP OF THE SOUTH AFRICAN MEDICAL ASSOCIATION

1. Introduction

1. These Membership Terms and Conditions are between the Member, the applicant for membership ("Member") and the South African Medical Association NPC (Registration number: 1927/000136/08) ("SAMA") (and collectively "Parties").
2. Members understand that the rights of membership, including the right to identify as a member of SAMA, begin only when members have been notified that member application for membership has been accepted and only for as long as members are an active member of SAMA.

2. Membership Application, Term, Payment, Renewal and Termination Membership Application

1. To become a member of SAMA, please complete the application form available at ([online application form](#)) or complete and sign the hard copy form, which must then be submitted via e-mail to your nearest branch ([branch contact details](#)) or sent directly to members@samedical.org or faxed to 086 634 9656.
2. When joining as a member, a contract is made between the Member and SAMA when: (1) the membership registration has been completed, (2) payment for one (1) month has been received; and (3) a welcome email has been sent to the Member, containing the SAMA membership number.
3. In applying for membership at SAMA, Members agree to be subject to these Terms and Conditions and further warrant that SAMA may revoke a Member's membership in SAMA at any time for failure to abide by these Terms and Conditions, the SAMA Memorandum of Incorporation (MOI), SAMA Code of Conduct and Disciplinary Process. (all documents available on the SAMA website)
4. All information provided by the Member to SAMA must be true, accurate in accordance with specific criteria at the point of applying as this will determine membership category and fees. In the event of any change of circumstances, such as change of contact details or moving jobs, the Member must notify SAMA in writing, preferably by email, so that Member records remain up-to-date.
5. SAMA aims to process membership applications within **2 working days** where after membership will be confirmed via e-mail providing the unique SAMA number. Membership cards are printed monthly and sent via post. SAMA membership fees are deducted in arrears and deductions will only be made the following month after membership is confirmed.
6. In accordance with section 16(3) of the Consumer Protection Act (the Consumer Act), any Member has five (5) business days from joining SAMA to cancel membership without the Member being liable for any costs. SAMA membership fees are in arrears for services

Membership Term

7. SAMA's Membership period is 12 (twelve) calendar months and will run from the 1st of January to the 31st of December. Any **new** applications received after the 1st of January will be prorated in accordance with the remaining months and time of joining SAMA and will be worked out accordingly up to 31 December
8. Membership will automatically renew for successive terms of 12 (twelve) calendar months, unless the Member notifies SAMA, in writing, at least 30 (thirty) days prior to the renewal date, of the Member's intention to terminate membership.

Membership Payment and Renewal

9. Members have the option to pay their membership in full annually on or before 31 March each year or monthly via debit order.
10. It is the Member's responsibility to ensure that Membership fees are fully paid up at all times. Members paying membership fees on an annual basis and not via debit order on a monthly basis, will forfeit SAMA membership as from 31 March if the annual membership fee is not paid up in full.
11. Membership fees are subject to change, without notification, on an annual basis.
12. Member's paying via **debit order** understand that unless the Member notifies SAMA 30 (thirty) days before a payment that the member wants to terminate or does not want to auto renew, that SAMA membership will automatically continue and the Member authorises SAMA, without notice to the Member, unless required by law to do so, to collect the then-applicable membership fee, which is subject to annual increase without notice, using the debit order instruction on record for the Member.
13. Members paying on an annual basis will receive an annual renewal notice and annual invoice in December.

Membership status and termination

14. Members, whose membership fees are up to date, are entitled to all the SAMA service offerings and benefits, subject to applicable waiting periods as discussed in clause 5. of this document. These members are considered to be Members in Good Standing and where applicable, have a voting right in SAMA.
15. Members, whose membership fees are not up to date, are not entitled to any of SAMA service offerings and benefits. These members are considered to be Members not in good standing and forfeit their voting rights in SAMA until all outstanding membership fees are paid in full.
16. **Membership can be terminated by:**
 1. **Written notice** - Members are entitled to cancel their SAMA membership with 30 (thirty) days written notice submitted via e-mail to their SAMA branch or sent directly to members@samedical.org or faxed to 086 634 9656.
 2. **Non-payment of Membership fees** - Membership will be terminated in the event that annual membership are not received by 31 March or a monthly debit order is dishonoured or stopped.
 3. **Breach of SAMA Code of Conduct** that results in a disciplinary action per the Disciplinary Procedure and a sanction of member termination.

3. Membership Categories

1. Voting members - Full membership

Any legally qualified medical practitioner residing within the Republic of South Africa at the time of application for Membership who is registered under Section

17 of the Health Professions Act, 56 of 1974, or any later succeeding enactment thereof, is entitled to qualify for full membership in SAMA.

These members have a voting rights and are entitled to all SAMA service offerings and benefits subject to applicable qualifying waiting periods.

Does **not** have outstanding membership fees and are perceived as SAMA members in good standing.

The following full membership categories exist:

2. **Medical Interns**

Medical Interns registered in terms of the Health Professions Act 56 of 1974, with the Health Professions Council of South Africa (HPCSA)

3. **Community Service Medical Practitioners** Community service practitioners registered in terms of the Health Professions Act 56 of 1974, with the Health Professions Council of South Africa (HPCSA)

4. **Medical Practitioners in full time practice** Members who are employed or in private practice, who are registered as such with the HPCSA and in full time practice.

5. **Medical Practitioners in Part time practice** Members who are not in full time practice. This category includes locums and the holder of an appointment which is of a temporary and supernumerary nature as part of a contract and only practices on a part time basis. Documented proof or motivation may be required to qualify for category rates.

6. **Other Medical Practitioners** Who are not in medical practice but who are still registered with the HPCSA. Registration proof and or documented evidence may be required.

7. **Medical Registrars** By virtue of their registration in terms of Regulation 2(4) of Government Notice R1203 of 28 November 2000 promulgated in terms of the Health Professions Act, 1974 (Act No 56 of 1974) who engage in postgraduate study in medicine in South Africa as the holder of an appointment which is of a temporary and supernumerary nature as part of a contract with a University or institution as indicated on a registration certificate. Proof of registration to be provided to qualify for Registrar member rates.

8. **Spouses of members**

A spouse of a Member¹, who in their own right qualifies for SAMA membership, is entitled to apply to SAMA, via the approved process from time to time, for Spouse of Member rates.

Spouse of Members will not be entitled to receive the South African Medical Journal (SAMJ).

Spouse of Members that participate in CPD programmes or events must use their own personal Medical Practitioner reference number and not the reference number of the main member.

9. **Retired members** Members who are 65 years of age or older, or have taken early retirement, are entitled to apply to SAMA, via the approved process from time to time, for retired member rates.

10. **Life-time membership** Life-time membership of SAMA is automatically afforded to Members who have been Members of SAMA for an uninterrupted period of 40 years or longer. Life-time Members no longer pay membership fees

but are required to pay a reduced rate if they wish to continue receiving the SAMJ.

4. **Non-voting members**

1. **Student membership**

Any medical student at the time of application for Membership who is registered in terms of the Regulations relating to the Registration of Students, Undergraduate Curricula and Professional Examinations in Medicine, in terms of Section 61(1) of the Health Professions Act, 56 of 1974, or any later succeeding enactment thereof, shall qualify for Student Membership.

Student members are afforded free membership in SAMA from their first year of study, until final year of study.

SAMA student members will have access to all SAMA service offerings and benefits, but will only have access to the South African Medical Journal (SAMJ) in electronic format.

2. **Expatriate member**

Any legally qualified medical practitioner residing outside the Republic of South Africa and who is registered with an appropriate regulatory body in South Africa or registered with an equivalent recognised body outside the Republic of South Africa, at the time of application for Membership, shall qualify for Expatriate Membership.

Expatriate members pay membership fees equal to those of full members per the category for which they qualify and have access to all SAMA service offerings and benefits, but will only have access to the South African Medical Journal (SAMJ) in electronic format.

3. **Honorary member**

Any individual who has been received the title Honorary member, via the approved process from time to time, does not pay membership fees but is entitled to all SAMA service offerings and benefits.

5. **Member service offerings and benefits**

Member service offerings and benefits are provided to all Members in good standing and non-voting members per their specific category.

Members can review/access all current member **service offerings** available to them via the SAMA website ([SAMA services](#)).

Members can review/access all current member benefits available to them via the [SAMA member benefits](#) webpage.

Member benefits provided are subject to the SAMAs sole discretion and may be changed or cancelled at any time, without notice.

Certain Member benefits require SAMA to share certain member information with the service provider. In becoming a SAMA member, the Member consents to SAMA sharing such information with the service provider within reason and POPI compliance.

The specific terms of use for a member benefit service provider shall be provided to the Member on the applicable member benefit webpage and during the application/registration process required by the relevant service provider.

By electing to use such member benefit offering or services the Member agrees and undertakes to abide by the member benefits service provider's terms and conditions

SAMA provides no warranty as to the offering or services provided by the service provider.

The election to use any member benefit offered is at the sole discretion of the Member and SAMA takes no responsibility nor liability for any risk, loss or damage incurred by the Member in relation to the use of such member benefit offering or services.

6. Applicable waiting periods

1. To qualify for benefits in respect of vehicle purchase, members must be fully paid-up SAMA members for a period of at least a year.
2. Members who require legal assistance from the Governance and Legal Department on an advisory basis must be a fully paid-up member for more than 6 months. (Please see section 6)
3. Members who require industrial relations assistance from the Employed Doctors Department must be a fully paid-up member for more than 6 months.

7. Labour law advice and assistance for Employed and Private Practitioners

1. SAMA Members may request legal advice and assistance from the SAMA Legal or Employed Doctors Departments depending on the need.

Labour Law enquiries and assistance to be directed to the Employed Doctors Department due to their specialised knowledge and experience in being Labour Law compliancy and experience with Conciliation, Mediation and Arbitration (CCMA), or the Labour Court.

All request to be considered by the Departmental Heads concerned. However, individual members are not entitled to legal assistance in the following cases:

1. If in the opinion of SAMA, there is insufficient merit;
2. If the cause of the member's claim arose prior to joining SAMA;
3. If the cause of the claim arose within the first six months of membership unless approved by the SAMA Board
4. If the member was not a fully paid-up member at the time of the request for assistance;
5. If an individual member does not remain a fully paid-up member for the full period during which the dispute has not been finalised;
6. If an individual member does not complete and sign a mandate.
7. In the case of 7.1.1 - 7.1.6 the individual member is entitled to legal or labour law advice only.
8. Kindly note that membership cannot be backdated for any purpose.

8. General

1. Where a benefit is supplied and/or provided and/or delivered and/or applied by one or more than one subsidiary companies of SAMA, no liability will be vested by and between SAMA towards a member / members / specifically nominated spouse / dependant(s), and the relevant subsidiary company /companies of SAMA is the legal entity that is liable for all purposes in respect of the supply and/or provision and/or delivery and/or vesting of a benefit(s) resulting from membership.
2. Any benefit resulting from membership of SAMA, whether accruing to a member, may at any time be amended, abolished, added to and/or changed by way of decision by SAMA. SAMA members have no claim for performance of the benefits and no claim for damages.
3. Any benefit(s) which a member may become entitled to resulting from membership of SAMA and which are provided by a service provider other than SAMA, is dependent on and subject to the terms and conditions agreed to contractually between SAMA and the service provider.
4. Every member undertake to abide by and/or comply with the provisions of SAMA's constitution and the terms and conditions relating to membership and any rule and/or rules relating to membership as set out from time to time, and a member undertakes to pay to SAMA the monthly (and/or pro rata monthly) membership fees, as applicable.
5. A member is entitled only to benefits relating to membership through the service provider(s) with whom SAMA and/or the relevant subsidiary company of SAMA has an agreement at that stage, and not through a service provider(s) of the choice of the member.
6. Any concession and/or waiver and/or acceptance of action in conflict with the terms and conditions herein stated does not serve as and/or is not deemed to be a waiver and/or amendment by SAMA and/or any of the relevant subsidiary companies of SAMA of any rights and/or privileges and/or interests that SAMA and/or such subsidiary company/companies may have by virtue of the content of these terms and conditions. The applicant is at all times obliged to perform fully and duly in terms of these terms and conditions

¹ As recognised as a Spouse per one of the three types of marriages that are recognised under South African law: civil marriages, customary marriages and civil unions. Documented proof such as a marriage certificate or confirmation letter and affidavit may be required.