

# BLMDcare

BEINGLAZYMD CARE ENTERPRISE

## Terms & Conditions of Service

Updated: April 2026

*Compaasionate bedside care. Professional. Reliable. Human.*

Lusaka, Zambia | PACRA Reg. No. 320261062140

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## Welcome to BLMDcare

This document sets out the Terms and Conditions of our agreement, explaining how we will work together to provide quality healthcare services that reach you wherever you are in Lusaka and across Zambia.

We understand that welcoming a healthcare professional into your home, or trusting us to support you or a loved one during a hospital admission, is a deeply personal decision. It requires trust, and we honour that. Our aim is to make the process as clear and reassuring as possible, so this document sets out what you can expect from us, and what we will need from you in return.

To keep everything straightforward, we have highlighted the key terms throughout this document and included frequently asked questions at the end. There may be other details important to you, so please read this document in full.

If you have any questions, please contact your assigned Care Coordinator or reach us directly. Once again, thank you for choosing BLMDcare, we look forward to making a positive difference in your health and wellbeing.

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The Care Agreement is made up of:

1. these Terms (the Terms and Conditions on which we supply the Services to you);
2. the BLMDcare Service Price Schedule (for Visit-Based Care or Teleconsultation) or written quotation for Residential or Hospital Bedside Care as provided by your Care Coordinator; and
3. the Care Plan (which describes the Services we have agreed to deliver).

Please read these Terms and the documents referred to above carefully, as they contain important information about our Services.

## 1 DEFINITIONS

**1.1** When the following words with capital letters are used in these Terms, this is what they mean:

**Care Agreement:** the agreement between us and you for the provision of the Services, which includes these Terms, the Care Plan, the applicable Price Schedule or written quotation provided by the Care Coordinator, and any variations from time to time;

**Care Plan:** details the type of services agreed to be delivered (following a health and risk needs assessment), the schedule and duration of the Services and the associated cost, calculated in accordance with the Price Schedule or quotation;

**Care Coordinator:** the BLMDcare staff member assigned to manage your care, serve as your primary point of contact, and oversee the delivery of your Services;

**Customer:** the individual receiving the Services (rather than any applicable Attorney, next-of-kin, or Guarantor);

**Data Protection Laws:** the Zambia Data Protection Act No. 3 of 2021 and any regulations or guidelines made thereunder, as amended or replaced from time to time;

**Guarantor:** a person other than the Customer (such as a family member or employer) who accepts personal liability for paying the Service Fees;

**Healthcare Professional (HP):** any BLMDcare employee, contracted clinician, or nurse who provides the Services to the Customer;

**Hospital:** any licensed healthcare facility in Zambia at which Hospital Bedside Care is provided, including government hospitals, mission hospitals, and private medical facilities;

**Hospital Bedside Care:** a non-clinical support service provided by a BLMDcare Healthcare Professional at the Customer's hospital bedside, including companionship, comfort support, personal hygiene assistance, communication with family, emotional support, and non-clinical daily needs facilitation. Hospital Bedside Care does not constitute medical treatment and is provided in addition to, and not as a replacement for, the clinical care delivered by the Hospital and its staff;

**Hospital Management:** the administration, clinical leadership, ward staff, or any other authorised personnel of the Hospital at which Hospital Bedside Care is being provided;

**HPCZ:** the Health Professions Council of Zambia, the statutory body responsible for regulating health professionals in Zambia;

**Mobile Home Visit:** a healthcare service provided by a Healthcare Professional attending the Customer at their home, workplace, or other agreed location;

**Price Schedule:** the current schedule of fees for our Services, provided to you before the Care Agreement is signed, and updated from time to time in accordance with these Terms;

**Residential Care:** ongoing or palliative care provided by a Healthcare Professional residing with or making extended daily visits to the Customer;

**Services:** the Mobile Home Visits, Teleconsultation, Chronic Disease Management, Post-Surgical Care, Palliative Care, Hospital Bedside Care, or any other agreed service as set out in the Care Plan;

**Setup Fee:** a non-refundable fee of ZMW 200 (only charged to Customers whose Services are contracted for less than four weeks), representing the reasonable cost of conducting an initial health assessment, compiling the Care Plan, and preparing for service delivery; this is after the free care assessment period is concluded.

**Teleconsultation:** a healthcare consultation conducted remotely via phone or video call;

**Terms:** the Terms and Conditions of service set out in this document;

**Us, We, Our:** BEINGLAZYMD CARE ENTERPRISE, trading as BLMDCare, a PACRA-registered mobile healthcare enterprise (Registration No. 320261062140) based in Lusaka, Zambia; and

**You, Your:** the Customer, unless these Terms refer to the duty to pay our Fees, in which case references to 'You' or 'Your' may refer to the Guarantor as context requires (see clause 1.3).

**1.2** When we use 'writing' or 'written' in these Terms, this includes email and messaging on approved digital platforms (e.g., WhatsApp Business) unless stated otherwise.

**1.3** Where you are not the Customer (or their Attorney or next-of-kin), by signing the Care Agreement you acknowledge and agree to pay our Fees as a primary obligation, not merely as a guarantee. You will be obliged to pay the Fees without us first having to seek recovery from the Customer.

**1.4** We shall not be entitled to recover the same fees twice. We shall not recover any fee: (a) from you under this contract which has already been paid by the Customer; or (b) from the Customer which has already been paid by you.

## 2 OUR AGREEMENT WITH YOU

**2.1** These Terms become binding on you and us when you explicitly request that we begin supplying the Services, or when we begin providing the Services — whichever is earlier.

**2.2** We will not be obliged to start the Services until you have signed the Consent to Care and agreed your Care Plan. We will also ask you to authorise a preferred payment method. If you do not set up the agreed payment method, you remain liable for fees under Clause 7.

**2.3** Our marketing materials, social media content, website, and promotional posts are produced to give a general idea of our services by category. They are illustrative only and do not form part of the Care Agreement.

**2.4** The precise description of your Services is found in your Care Plan. Please confirm the details are complete and accurate. If there is a mistake, contact us immediately. We will confirm any changes in writing.

**2.5** We will review your Care Plan periodically. If we reasonably believe your needs have changed, we will discuss whether the Care Plan should be updated and how this may affect your Fees.

**2.6** In the event of your death, the Care Agreement will end automatically. We will only charge for Services up to the date of your passing, and no notice period charge will apply.

### 3 PROVIDING THE SERVICES

**3.1** We will provide the Services with reasonable care and skill, in accordance with HPCZ standards and the scope set out in your Care Plan.

**3.2** The minimum period for Residential Care is 1 day unless otherwise agreed in writing. Where no end date is specified, the Care Agreement continues until terminated under these Terms.

**3.3** If you ask the Healthcare Professional to leave early during a scheduled visit, you will still be charged for the full duration of the planned visit. We may then discuss whether the Care Plan should be revised.

**3.4** You must provide us and the Healthcare Professional with safe access to your home or care location to deliver the Services and for us to assess care quality. If access is denied without good cause, we may charge the cost of those arranged Services (unless otherwise stated). If we cannot contact you or rearrange access, we may suspend or cancel the Care Agreement under Clause 11.

**3.5** Please note: if your first invoice is not paid within 9 days of the invoice date (Clause 7), we may suspend or issue notice to cease Services with immediate effect until the invoice is settled. We will notify you before suspension. This does not affect our right to charge interest under Clause 7.4.2.

**3.6** Teleconsultation appointments must be attended punctually. If you miss a scheduled call without at least 10 hours' notice, we reserve the right to charge the full consultation fee if not included in the plan.

## 4 THE HEALTHCARE PROFESSIONAL

### Terms applicable to all Services

- 4.1** We will ensure all Healthcare Professionals are appropriately vetted before Services begin, including professional registration checks with HPCZ, background screening, and compliance with applicable Zambian health regulations. Such vetting is carried out at our sole discretion.
- 4.2** You must treat the Healthcare Professional with respect and dignity at all times. Failure to do so constitutes a significant breach of the Care Agreement and may result in termination under Clause 11.
- 4.3** We operate a zero-tolerance approach to sexual harassment, physical or verbal abuse, or any form of inappropriate behaviour directed at our Healthcare Professionals.
- 4.4** We take proactive measures to prevent harassment, including staff training, clear reporting procedures, risk assessments, and ongoing monitoring in line with Zambian law and professional standards.
- 4.5** You, and any person present during a visit, must treat the Healthcare Professional with dignity and respect. Intimidating, offensive, sexually inappropriate, or abusive behaviour constitutes a serious breach of this Care Agreement.
- 4.6** Where a Healthcare Professional raises a concern relating to harassment or inappropriate conduct, we may: (a) suspend or withdraw the Healthcare Professional from your care immediately to protect their safety; (b) investigate the matter in accordance with our internal procedures; and (c) take appropriate action, including terminating the Care Agreement under Clause 11.
- 4.7** This clause does not limit your right to raise concerns about the standard of care provided, which should be reported in accordance with Clause 13.
- 4.8** You are responsible for providing a reasonably safe working environment. We will bring our own clinical supplies (medication excluded) and personal protective equipment where required.
- 4.9** The Healthcare Professional is not permitted to: drive your vehicle unless pre-authorised and insured, cook or house clean during the visit or stay; smoke, consume alcohol, or take prohibited substances while on duty; accept any gift valued above ZMW 200; or lend or borrow money from you.

**4.10** If, during the provision of the Services or within 12 weeks of their last provision, you wish to employ the Healthcare Professional directly or introduce them to another provider, a transfer fee of ZMW 5,000 will apply. You must provide at least three months' notice and obtain our prior written consent.

## Terms applicable to Residential Live-in Care only

**4.11** You will provide food (minimum value of ZMW 300 per week) and cooking facilities for the Healthcare Professional, taking into account any reasonable dietary requirements we notify to you.

**4.12** You must provide a suitably furnished private bedroom for the Healthcare Professional with access to bathroom and toilet facilities and clean bedding. The bedroom must be for the Healthcare Professional's sole use.

**4.13** Our Healthcare Professionals must receive adequate rest. You must allow at least two hours of break time per day, during which they may leave your home. They will maintain a daily task record.

**4.14** Breaks may be scheduled at mutually agreed times, provided a minimum of 14 hours of rest is taken per week.

**4.15** Residential Care fees do not cover break-cover care. If break-cover is needed, speak to your Care Coordinator, who will arrange it at the applicable mobile visit rate.

## 5 HOSPITAL BEDSIDE CARE

### Nature and Scope of Service

**5.1** BLMDcare's Hospital Bedside Care service provides trained, compassionate non-clinical support to Customers who are admitted to a Hospital. This service is designed to complement, and not replace, the clinical care delivered by the Hospital and its staff.

**5.2** Hospital Bedside Care may include, but is not limited to: companionship and emotional support; assistance with non-clinical personal comfort needs (such as adjusting pillows, fetching water, or reading); monitoring of the Customer's general comfort and reporting concerns to nursing staff; facilitating communication between the Customer and their family; and assisting with non-clinical activities of daily living as permitted by the Hospital (such as feeding or bathing).

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**5.3** Our Healthcare Professionals providing Hospital Bedside Care will not: administer medications; perform clinical procedures or nursing tasks; override, countermand, or interfere with the instructions of Hospital clinical staff; handle, review, or remove the Customer's clinical records without authorisation; or make clinical assessments or diagnoses. Any concerns about the Customer's clinical condition must be raised promptly with the Hospital's nursing or medical team.

## Hospital Access and Permissions

**5.4** It is your responsibility to obtain any necessary permission from Hospital Management for BLMDcare Healthcare Professionals to be present at the Customer's bedside. We will co-operate with Hospital Management and comply with all Hospital policies, visitor regulations, and infection control protocols at all times.

**5.5** We will take all reasonable steps to maintain our Healthcare Professionals' presence at the bedside in line with your Care Plan. However, if Hospital Management withdraws or restricts access for any reason, including clinical necessity, infection risk, ward capacity, or visiting hour restrictions, we will notify you as soon as possible. In such circumstances, charges for the affected period will be considered at our reasonable discretion, taking into account the circumstances of the restriction.

**5.6** Where a Hospital imposes specific requirements on external support personnel (such as identity verification, scrubs, or mandatory induction), you agree to notify us in advance so we can comply. We reserve the right to decline or withdraw the service if access conditions are unreasonable, unsafe, or irreconcilable with our professional obligations.

## Scheduling and Duration

**5.7** Hospital Bedside Care may be provided on a scheduled shift basis (e.g., daytime, overnight, or 24-hour cover) as set out in your Care Plan. Minimum scheduling periods and applicable rates are as set out in the Price Schedule.

**5.8** If you wish to change the schedule of Hospital Bedside Care, you must give us at least 24 hours' notice. Changes requested with less than 24 hours' notice may still be charged at the scheduled rate. We will always do our best to accommodate urgent or short-notice requests subject to staff availability.

**5.9** If the Customer is transferred to a different ward, moved to the Intensive Care Unit (ICU), or placed under conditions that restrict bedside access, you must notify us immediately. We will work with you to adjust the Care Plan accordingly. ICU and high-dependency unit restrictions may affect our ability to provide the service, and we will advise you of your options at the earliest opportunity.

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**5.10** Where the Customer is discharged from Hospital, you must notify us at least 24 hours in advance where possible. If you wish Hospital Bedside Care to transition seamlessly to Mobile Home Visit or Residential Care upon discharge, please speak to your Care Coordinator to arrange continuity of care.

## Working Conditions for the Healthcare Professional

**5.11** Our Healthcare Professionals working overnight or extended Hospital Bedside Care shifts must receive reasonable rest breaks in accordance with their contractual entitlements. You agree to support reasonable break arrangements within the constraints of the Hospital environment.

**5.12** For shifts exceeding 12 hours, a break-cover arrangement may be required. Your Care Coordinator can advise on and arrange appropriate cover, which will be charged at the applicable rate and agreed with you in advance.

**5.13** Our Healthcare Professionals will comply with all Hospital infection prevention and control requirements, including the use of personal protective equipment (PPE). You agree to support our ability to comply with these requirements and to notify us of any known infectious risk in advance of a shift commencing.

## Liability in the Hospital Setting

**5.14** BLMDcare accepts no liability for any clinical decisions, treatments, or outcomes that are the responsibility of the Hospital or its clinical staff. Our liability is limited strictly to the non-clinical support activities described in Clause 5.2 above.

**5.15** In the event that a Healthcare Professional witnesses or becomes aware of a deterioration in the Customer's clinical condition, they will promptly alert the Hospital's nursing or medical team. Our Healthcare Professionals are not authorised to initiate clinical interventions independently, except in the event of cardiac arrest, where they may commence basic life support under the direct guidance of the Hospital's emergency team and only if they feel competent and safe to do so.

**5.16** We accept no liability for any loss or damage arising from: delays or restrictions imposed by Hospital Management; the clinical decisions of the Hospital or its staff; the Customer's deterioration or death during a Hospital admission; or access restrictions beyond our reasonable control.

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## Charges for Hospital Bedside Care

**5.17** Hospital Bedside Care is charged in accordance with the applicable shift rates set out in the Price Schedule. Public holiday uplift rates under Clause 6.4 apply equally to Hospital Bedside Care.

**5.18** If you cancel a scheduled Hospital Bedside Care shift with less than 24 hours' notice, the full shift fee will remain payable. Cancellations with more than 24 hours' notice will not be charged.

**5.19** Where a shift is cut short due to the Customer's discharge, clinical transfer, or access restriction beyond our control, we will charge pro-rata for the time actually worked, unless less than 24 hours' notice of the change was given, in which case the full shift rate may apply. Any such adjustment will be discussed with you in good faith.

## 6 PRICING

### Terms applicable to all Services

**6.1** We review our fee rates at least twice a year and reserve the right to adjust fees in response to unexpected regulatory, economic, or legislative changes.

**6.2** We will give you at least 30 days' written notice of any fee increase before it takes effect. If you do not agree to the change, you may cancel the Care Agreement by providing 14 days' notice under Clause 10.

**6.3** You are responsible for the Healthcare Professional's reasonable out-of-pocket costs directly incurred in delivering your care (e.g., transport, parking, third-party admission fees for accompaniment on excursions). These are not included in the service fee.

**6.4** The following special rates apply:

- Services provided on Christmas Day (25 Dec), Boxing Day (26 Dec), and New Year's Day (1 Jan) are charged at 1.5 times the standard rate.
- Services provided on other Public Holidays as gazetted in Zambia, and on Christmas Eve (24 Dec) and New Year's Eve (31 Dec), are charged at 1.2 times the standard rate. For visit-based care, the 1.3x uplift on Christmas Eve and New Year's Eve applies only to visits after 6:00 PM.

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## Terms applicable to Visit-Based and Teleconsultation Care

**6.5** Where the Healthcare Professional provides Services for longer than planned (at your request or in an emergency), additional time will be billed at the standard hourly rate as per the Price Schedule.

## Terms applicable to Hospital Bedside Care

**6.6** Hospital Bedside Care is charged on a per-shift and hourly basis as set out in the Price Schedule. Shift rates and minimum booking durations will be confirmed in your quotation.

## Terms applicable to Residential (and Live-in) Care

**6.7** Residential Care is billed at a daily, weekly, and monthly rate based on the agreed Services detailed in your Care Plan and confirmed in the quotation provided by your Care Coordinator.

**6.8** Where Services are agreed for four weeks or less, payment (including the Setup Fee where applicable) is due in advance. These fees (excluding the ZMW 200 Setup Fee) are refundable if you cancel with at least 14 days' notice.

# 7 PAYMENT

**7.1** Your Care Plan sets out the agreed Services and associated fees.

**7.2** If the Services are for four weeks or less, we will invoice you in advance, and payment must be received before Services begin.

**7.3** If the Services are for more than four weeks, we will invoice you weekly in arrears. Invoices should be paid within 9 days using your registered payment method on DPO or direct mobile money. If a fee is disputed, contact us without undue delay. Customers unable to pay via DPO or mobile money will incur an administration fee of ZMW 10 per invoice.

**7.4** If you do not pay within 14 days, we may:

**7.4.1** Notify you of the outstanding amount and require payment within 7 days, failing which the Care Agreement may be terminated.

**7.4.2** Charge interest on the overdue amount at 5% per annum above the Bank of Zambia's prevailing policy rate (minimum 5% per annum).

**7.4.3** Suspend the Services until the outstanding amount is settled.

- 7.4.4** Terminate the Care Agreement with immediate effect.
- 7.4.5** Engage a debt recovery agent to collect the fees on our behalf.
- 7.4.6** Take legal action to recover outstanding fees in accordance with Zambian law.

## 8 OUR LIABILITY TO YOU

**8.1** We will compensate you for loss or damage suffered if we fail to carry out duties imposed on us by Zambian law or applicable healthcare standards, except where the failure is attributable to:

- 8.1.1** your own conduct or omission;
- 8.1.2** a third party unconnected with the provision of Services under this agreement;
- 8.1.3** any deliberate act or omission by the Healthcare Professional outside the scope of their duties; or
- 8.1.4** an event we could not have foreseen or prevented despite taking all reasonable care.

**8.2** We accept no liability for loss or damage to your personal property, home, or vehicle.

**8.3** Nothing in these Terms excludes our liability for: (a) death or personal injury caused by our negligence or that of our staff; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded under Zambian law.

**8.4** In relation to Hospital Bedside Care specifically, our liability is limited to the non-clinical support activities described in Clause 5.2. We accept no liability for clinical outcomes, clinical decisions by the Hospital or its staff, or events arising from the Customer's medical condition.

## 9 YOUR RIGHTS TO CANCEL

**9.1** You have the right to cancel the Care Agreement within the first 14 days without giving any reason (the "Cooling-Off Period"). The Cooling-Off Period ends 14 days after you sign the Care Agreement.

**9.2** To exercise your right to cancel, inform us by clear written notice; letter, email, SMS or WhatsApp message. You may use the Cancellation Form at the end of these Terms.

**9.3** In all circumstances, we will issue a final invoice and statement detailing any refund due or any costs remaining payable.

## Cancelling within the first 14 days

**9.4** If you cancel within the first 14 days where Services have already begun, we will reimburse all advance payments received, except:

**9.4.1** the non-refundable Setup Fee of ZMW 200; and

**9.4.2** the cost of any Services already provided, calculated on a daily or per-shift basis per the Price Schedule or quotation.

**9.5** We will process your reimbursement without undue delay, no later than 14 days after we receive your cancellation. We will return funds via the same payment method used unless otherwise agreed. No fees will be charged for the reimbursement itself.

## Cancelling after the first 14 days

**9.6** If you wish to cancel after the first 14 days, provide us with at least 14 days' written notice. You must continue to pay for Services planned under your Care Plan during the notice period. We will refund any advance payments for Services due after the notice period.

**9.7** Where a significant change in your circumstances materially alters the Services during the final 14 days, we may charge for Services normally scheduled under your Care Plan. The ZMW 200 Setup Fee is non-refundable in all cases for Residential Care.

**9.8** You may cancel the Care Agreement with immediate effect by written notice if:

**9.8.1** we breach the Care Agreement materially and fail to remedy the breach within 14 days of written notice from you;

**9.8.2** we become insolvent, enter administration, or cease to operate;

**9.8.3** we attempt to change these Terms without giving at least 30 days' notice; or

**9.8.4** we are unable to provide the Services due to an event outside our reasonable control.

**9.9** In the event of your death, no cancellation charge will apply. Fees will only be charged for Services received up to the date of passing.

**9.10** If you temporarily pause care and do not resume within 12 weeks, we will automatically process your case as a formal cessation of care and charge the applicable notice period.

## 10 CHANGES TO PLANNED CARE WITHOUT CANCELLATION

**10.1** If you wish to temporarily suspend Services due to a planned absence (e.g., travel), you must give at least 7 days' notice.

**10.2** Where at least 7 days' notice is given, we will not charge for those Services (for up to four weeks of absence). Care will recommence at the end of the agreed period.

**10.3** If you are admitted to hospital unexpectedly and do not require Hospital Bedside Care, we will charge only for the Services due during the first 48 hours. If you wish to transition to Hospital Bedside Care during the admission, speak to your Care Coordinator to arrange this under Section 5.

**10.4** If you do not wish Services to resume after hospital discharge, you must provide at least 14 days' written notice to cancel your Care Agreement.

**10.5** If you fail to give the required notice in Clause 10.3, you must pay for Services that would normally have been provided under your Care Plan.

## 11 OUR RIGHT TO SUSPEND OR CANCEL

**11.1** We may suspend the Services if you fail to pay an invoice in full within 9 days.

**11.2** We may cancel the Care Agreement (for any reason) by providing at least 30 days' written notice. Any advance payments for unrendered Services will be refunded.

**11.3** We may cancel the Care Agreement with immediate effect if:

**11.3.1** you fail to set up the agreed payment method within 7 days of signing the Care Plan;

**11.3.2** we reasonably believe there is a risk of harm to the Healthcare Professional;

**11.3.3** you fail to settle an outstanding invoice within 7 days of our written reminder (Clause 7.4.1); or

**11.3.4** you breach the Care Agreement materially, including: (a) refusing access for Services; (b) providing inaccurate health information; (c) physically or verbally abusing the Healthcare Professional; or (d) engaging in harassment, extreme alcohol or substance use, or requesting illegal or unreasonable activities.

## 12 EVENTS OUTSIDE OUR CONTROL

**12.1** If an event beyond our reasonable control (including road conditions, civil unrest, natural disaster, public health emergencies, power failures, or Hospital Management restrictions) affects our ability to provide the Services, we will notify you as soon as practicable and suspend Services for the duration. We will resume as soon as reasonably possible.

**12.2** We are not liable for any delay or failure caused by such events. We will always do our best to provide Services at the agreed time and will give you as much advance notice as possible of any change.

**12.3** Our Healthcare Professionals are not a substitute for emergency medical services. In the event of a life-threatening emergency, call 992 (Zambia Emergency) immediately. Our staff may assist with basic life support under the guidance of emergency services and only if they feel competent and safe to do so.

## 13 INFORMATION, FEEDBACK AND CONTACT

**13.1** BLMDCare is a PACRA-registered mobile nursing agency enterprise (Reg. No. 320261062140). Our Healthcare Professionals are registered with the Health Professions Council of Zambia (HPCZ).

**13.2** For any questions, contact your Care Coordinator in the first instance. If you cannot reach them in time, contact us via:

- Phone/WhatsApp: +260 978906404
- Email: blmdcare@gmail.com
- Social media: @BLMDCare (Facebook, TikTok)

**13.3** If you wish to give notice in writing (for example, to cancel the Care Agreement), you may do so by email, SMS or WhatsApp message. We will confirm receipt in writing.

**13.4** If there is any problem with the Services or your Healthcare Professional, please contact us as soon as reasonably possible so we can address it. We maintain a formal complaints process, a copy is available on request or on our website.

**13.5** As a service user, you have rights under Zambian consumer protection law if our Services are not delivered with reasonable skill and care. Nothing in these Terms reduces those rights.

## 14 CONFIDENTIALITY AND YOUR PERSONAL DATA

**14.1** We will collect and hold personal and health information about you as required to deliver the Services. If you do not provide necessary information, we may be unable to provide the Services and may suspend or terminate the Care Agreement under Clause 11.

**14.2** Your information will be processed in accordance with the Zambia Data Protection Act No. 3 of 2021. We will never sell your personal data.

**14.3** We will use your personal information only as described in our Privacy Policy. This includes sharing information with other treating professionals (such as specialists, pharmacists, or Hospital staff) where necessary for your care.

**14.4** You agree that we may disclose limited information about the Healthcare Professional to you where reasonably necessary for care delivery. Such information is strictly confidential and must not be shared with third parties without legal justification.

**14.5** We will take appropriate technical and organisational measures to protect your personal data against unauthorised access, loss, or damage. Nothing in this Care Agreement limits your rights under Zambian data protection law.

## 15 CHANGES TO THESE TERMS AND THE CARE PLAN

**15.1** We may revise these Terms from time to time. You will receive at least 30 days' written notice of any changes, unless the change is required immediately for your safety or to comply with the law. If you do not agree, you may cancel the Care Agreement under Clause 10.

**15.2** Where you or we believe the Services need to change, any amendments to the Care Plan will be agreed in writing. If agreement cannot be reached, either party may cancel under Clauses 10 and 11.

## 16 OTHER IMPORTANT TERMS

**16.1** You must ensure your home or care location is a safe environment, free from hazards or conditions that could put the Healthcare Professional at risk. Please inform us of any relevant safety concerns before the first visit.

**16.2** We cannot advise on personal finances or social welfare entitlements. For information on health funding support through Zambia's National Health Insurance Management Authority (NHIMA), contact NHIMA directly or consult an independent advisor.

**16.3** We may transfer our rights and obligations under the Care Agreement to another organisation and will notify you in writing. You may not transfer your rights or obligations without our prior written consent.

**16.4** Each clause of these Terms operates independently. If any clause is found to be unlawful, the remaining Terms remain in full force.

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**16.5** These Terms are governed by and construed in accordance with the laws of the Republic of Zambia. Any dispute arising under or in connection with this agreement shall be subject to the jurisdiction of the courts of Zambia.

**16.6** If you were referred to us by a third-party referral agent, you agree that your agreement is solely with BLMDcare and you will have no recourse to that third party under this Care Agreement.

## CARE AGREEMENT CANCELLATION FORM

If you wish to cancel your Care Agreement, please complete and return this form to your Care Coordinator by email, WhatsApp, or post. You may use this form, but you are not required to, any clear written notice of cancellation is acceptable.

**To: BLMDcare Care Coordinator**

Email: [blmdcare@gmail.com](mailto:blmdcare@gmail.com) | WhatsApp: +260 978906404

*I hereby give notice that I wish to cancel my Care Agreement with BLMDcare and the associated Services.*

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Phone / WhatsApp: \_\_\_\_\_

Signature: \_\_\_\_\_

## FREQUENTLY ASKED QUESTIONS

We want you to feel fully informed about how we work. Below are the questions our customers most often ask about our Terms and Conditions. If something is still unclear, please contact your Care Coordinator.

### 1. Why do I need to sign the Care Agreement?

The Care Agreement puts in writing how we work together and outlines the responsibilities of both you and BLMDcare. If you are signing on behalf of another person (the Customer), you will personally become responsible for paying our fees.

### 2. How much will my care cost?

Our fees vary depending on the type of service, complexity of your care needs, and frequency of visits or shifts. Your Care Coordinator will provide a Price Schedule and personalised quotation confirmed in writing before Services begin. Prices are reviewed at least twice a year with 30 days' notice of any changes.

### 3. What other charges might I incur?

Additional charges that may apply include:

- ZMW 200 Setup Fee; for Services contracted for less than 4 weeks, covering initial assessment and Care Plan preparation. This is once the free care assessment period is concluded.
- Cancellation Fee; if you cancel without 14 days' notice, the notice period will still be charged.
- Hospital Bedside Care Short-Notice Cancellation Fee; if you cancel a shift with less than 24 hours' notice, the full shift fee applies.
- Interest at 5% p.a. above the Bank of Zambia policy rate.
- Non-DPO and mobile money Payment Fee: ZMW 10 per invoice for customers paying cash on site.
- Carer Transfer Fee; ZMW 6,000 if you directly employ our Healthcare Professional within 12 weeks of care ending.
- Healthcare Professional's Expenses transport outside Lusaka centre zones, parking, or third-party costs incurred during your care.

### 4. How do I pay?

Our preferred payment platform is DPO, which supports mobile money (MTN Mobile Money, Airtel Money) and bank card payments, and direct mobile money transfer. Your Care Coordinator will send you a payment link when your invoice is issued.

### 5. What is Hospital Bedside Care?

Hospital Bedside Care is a non-clinical support service where a trained BLMDcare Healthcare Professional stays with you or your loved one in hospital to provide companionship, comfort, help

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with non-clinical daily needs, and family communication support. It is designed to work alongside the Hospital's clinical team, not to replace them.

## 6. What does a bedside carer actually do?

They can provide companionship and emotional reassurance, assist with small personal comfort needs (like adjusting pillows, fetching water, or reading to the patient), help communicate with family, support daily non-clinical activities such as bathing/ personal hygiene and feeding, and alert nursing staff promptly if they notice any change in the patient's general comfort. They will not administer medication, perform procedures, or interfere with clinical care.

## 7. Do I need permission from the hospital for this service?

Yes. It is your responsibility to arrange permission with the hospital administration or ward staff for our Healthcare Professional to be present at the bedside. We will fully cooperate with the hospital's policies, visiting rules, and infection control requirements. Please let your Care Coordinator know of any special requirements so we can prepare accordingly.

## 8. What if the hospital restricts our carer's access?

If Hospital Management restricts or withdraws access, for example due to clinical need, infection control measures, or ward capacity, we will notify you as quickly as possible. Charges for the affected period will be considered reasonably in light of the circumstances. We will do our best to resume the service as soon as access is restored.

## 9. What happens if the patient is moved to the ICU?

ICU and high-dependency environments typically have strict visitor and access restrictions. If the patient is transferred to ICU, our Healthcare Professional may not be able to continue at the bedside. Notify us immediately and we will advise on your options. Where access is restricted beyond our control, pro-rata charges or no charges may apply, your Care Coordinator will discuss this with you.

## 10. Can the bedside carer help if the patient deteriorates?

If our Healthcare Professional observes or suspects a deterioration in the patient's clinical condition, they will immediately alert the Hospital's nursing or medical team. They are not authorised to initiate clinical interventions independently. In the event of a cardiac arrest, they may assist with basic life support under the direct guidance of the Hospital emergency team if they feel competent and safe to do so.

## 11. Can I arrange for the bedside carer to continue care at home after discharge?

Yes; this is one of our key strengths. If you want care to transition seamlessly from Hospital Bedside Care to a Mobile Home Visit or Residential Care arrangement, please speak to your Care Coordinator as early as possible so we can plan continuity of care before discharge.

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## 12. How much notice do I need to give to cancel a hospital bedside shift?

We ask for at least 24 hours' notice to cancel a scheduled Hospital Bedside Care shift without charge. Cancellations with less than 24 hours' notice will be charged the full shift fee, as our Healthcare Professional will have already committed their time. If circumstances are genuinely unavoidable, please speak to your Care Coordinator.

## 13. What if I need to temporarily pause my care?

If you need to pause care for a planned reason (e.g., travel), give us at least 7 days' notice. We will pause your Care Plan for up to four weeks at no charge. After four weeks, care will resume automatically unless we agree otherwise.

## 14. What if I want to cancel my agreement?

In the first 14 days (Cooling-Off Period), you may cancel immediately for any reason. We may still charge the Setup Fee and any Services already delivered. After the first 14 days, at least 14 days' written notice is required.

## 15. What happens to my personal data?

We process your data strictly in accordance with the Zambia Data Protection Act No. 3 of 2021. We will never sell your data. We may share information with treating professionals (e.g., a specialist, pharmacist, or Hospital staff) only where necessary for your care. Our full Privacy Policy is available on request.

## 16. What if I am unhappy with the service?

Please contact your Care Coordinator as soon as possible. If your concern is not resolved, you may submit a formal complaint through our Complaints Procedure, a copy is available on request. As a service user in Zambia, you also have rights under consumer protection legislation.

## 17. What happens if a Customer passes away?

The Care Agreement ends automatically. We will not charge a notice period and will invoice only for Services received up to the date of passing. Please notify us as soon as possible so we can handle the situation with care and sensitivity.

## CONTACT US

Thank you for choosing BLMDcare. If you have any questions about these Terms or about your care, please do not hesitate to get in touch.

### BLMDcare

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*Compaasionate bedside care. **Professional. Reliable. Human.** | April 2026*

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