

AGREEMENT ENTERED INTO BY AND BETWEEN –

**THE MPUMALANGA FRAIL CARE CENTRE**  
**COMPANY REGISTRATION NUMBER: 2003/00061/08**  
**(Hereinafter referred to as “ the CENTRE”)**

and

**Full names and surname:** \_\_\_\_\_

**Identity number:** \_\_\_\_\_

**(Hereinafter referred to as “ the RESPONSIBLE PERSON ”)**

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Employer's name & address: \_\_\_\_\_

Employee number: \_\_\_\_\_

Contact details: (h): \_\_\_\_\_  
(w): \_\_\_\_\_  
(cell): \_\_\_\_\_  
(Fax): \_\_\_\_\_  
(email): \_\_\_\_\_

**1. INTERPRETATION:**

1.1. In this agreement and in the annexures to this agreement –

1.1.1. clause headings are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate;

1.1.2. unless the context indicates a contrary intention an expression which denotes –

1.1.2.1. any gender includes the other genders;

1.1.2.2. the singular includes the plural and vice versa.

1.2. In this agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings.

- |       |                                    |   |   |
|-------|------------------------------------|---|---|
| 1.2.1 | <b>“ THE CENTRE ”</b>              | - | means Mpumalanga Frail Care Centre, a company in terms of section 21 of the Companies Act nr. 61 of 1973, with registration number: 2003/000616/08. |
| 1.2.2 | <b>“ RESIDENT ”</b>                | - | means the person who will be residing at the Centre in terms of this agreement.   |
| 1.2.3 | <b>“ RESPONSIBLE PERSON ”</b>      | - | means the person who is responsible for the payment of the account of the Centre.   |
| 1.2.4 | <b>“ BED SITTERS ”</b>             | - | means residents who are not boarded in the frail care rooms but in the frail care flats.  |
| 1.2.5 | <b>“ PERSON IN CHARGE ”</b>        | - | means the staff member of the Centre who is in charge of the daily running of the Center on any given day.  |
| 1.2.6 | <b>“ NURSING SERVICE MANAGER ”</b> | - | Means the Manager who is the overall head of the Centre. Also known as the Matron.  |

## **2. RESIDENT:**

2.1. The person who will be residing at the Centre in terms of this agreement is:

Full names and surname: \_\_\_\_\_

Identity number: \_\_\_\_\_

2.2. Date of admission: \_\_\_\_\_

## **3. ADMISSION AND ACCOMODATION:**

3.1. The Centre provides accommodation to the resident in a room or ward which will be determined by availability and the degree of frailty or level of care needed by the resident.

3.2. Only frail elderly and disabled persons qualify for admission to the Centre.

3.3. All applications for admission are screened by the Nursing Service Manager.

## **4. CARE AND SERVICES:**

The Centre undertakes to provide the undermentioned care and services to the resident.

### **4.1. MEALS**

Three balanced meals will be served per day. Tea/coffee will be served four times per day. The nature of the meals will be determined by the nutritional needs and health of the resident.

### **4.2. CARE, NURSING AND MEDICAL SERVICES**

4.2.1. 24-hour care and nursing services are provided according to acceptable nursing standards, taking into consideration the resident's physical condition and abilities.

4.2.2. Should the resident require more specialised care, he / she will be referred to a hospital.

4.2.3. The Centre will not be responsible for any additional costs related to the medical care of the resident, such as ambulance services, nappies, hospital admissions and private medical practitioners.

4.2.4. The resident's doctor will be called out for house visits if needed. Should a resident fall ill, he/she will be referred to the local hospital or private medical practitioner. The resident or his/her family will be responsible for the payment of the outside consultation and to transport the resident from and to the Centre.

4.2.5. No resident will be allowed to have any medication in his/her possession. All medication will be kept in the Centre's medicine room and will be administered by the nurse on duty.

### **4.3. CLEANING AND LAUNDRY SERVICES**

4.3.1. The frail care rooms, corridors and bathrooms will be cleaned by the household staff on a daily basis.

4.3.2. Bedsitter units will be cleaned once a week.

4.3.3. The Centre shall provide bed linen, but the resident can provide his/her own linen.

4.3.4. The resident must provide his/her own towels and face cloths on a regular basis.

4.3.5. The Centre provides laundry services, in that the Centre wash, dry and iron laundry on a regular basis;

4.3.6. All clothing, linen and other items of the resident should be clearly marked with his/her name.

#### **4.4. SECURITY SERVICES**

The Centre will take all reasonable steps and measures to ensure the safety and security of the resident.

#### **4.5. CONSUMABLES**

The Centre shall provide nappies and certain necessary consumables when necessary at an extra cost. The costs for the nappies and consumables provided by the Centre shall be invoiced monthly and be payable together with the monthly boarding fees.

#### **4.6. SAFE KEEPING OF POCKET MONEY**

The Centre has made provision for family members of the resident to hand in pocket money for the resident. The pocket money can be withdrawn by the resident to cover personal expenses such as hair dressers fees etc.

- 4.6.1. The pocket money must be handed in at the Person in charge of the Centre on the day;
- 4.6.2. Proper record of all pocket moneys received and withdrawn shall be kept by the Centre;
- 4.6.3. The pocket money will be kept in a safe on the Centre's premises.

### **5. BOARDING FEES AND PAYMENT:**

#### **5.1. BOARDING FEES**

- 5.1.1. A once off administration fee of R1 000-00 (ONE THOUSAND RAND) is payable on admission.
- 5.1.2. The monthly boarding fee is R \_\_\_\_\_ ( \_\_\_\_\_ ), but can be adjusted according to the intensity of care required by the resident;
- 5.1.3. The boarding fees will be reviewed and may be increased yearly. The percentage increase will remain within the discretion of the Centre Management;
- 5.1.4. The Centre shall give the responsible person at least one month's written notice of the increased boarding fees;
- 5.1.5. Should a resident be temporarily absent from the Centre for any period of time due to for example hospitalisation, family visits and/or holiday, the monthly boarding fees remains payable;
- 5.1.6. The monthly boarding fees are payable from the date of acceptance of the bed, irrespective of when the resident takes occupation of the bed.

#### **5.2 PAYMENT**

- 5.2.1 The monthly boarding fees are payable in advance on/before the 7<sup>th</sup> of every month.
  - On the 7<sup>th</sup> of a month all late payments will receive notification of the amount outstanding. A surge charge or interest could be charged for late payments.
  - A written notification will follow on the 10<sup>th</sup> of a month informing responsible person of amount still outstanding.
  - Should the account not be settled by the 15<sup>th</sup> of a the month, alternative arrangements for the boarding of the resident must please be made before the end of the month.

5.2.2 All amounts due for extra services or consumables are payable on/before the 7<sup>th</sup> of the month after receipt of the invoice.

5.2.3 The preferred method of payment is by debit order or internet banking into the following account:

MPUMALANGA FRAIL CARER CENTRE

ABSA, NELSPRUIT

ACCOUNT NO.: 405 642 2452

BRANCH CODE: 632 005

Alternatively payment can be made at the Centre's office, weekdays between 07:30 and 12:00.

## **6. TRANSPORT OF RESIDENT:**

The responsible person hereby grants permission to the staff and/or volunteers of the Centre to transport the resident when necessary and hereby indemnifies the Centre and states that the Centre and its staff or volunteers will not be held responsible for any injury, loss or damage to the resident or his/her property.

## **7. DEATH:**

- 7.1. In the event of the death of the resident, the family member on the contact card will be notified immediately, where after the funeral undertaker, indicated on the contact card, will be contacted;
- 7.2. The Centre accepts no responsibility for any funeral costs;
- 7.3. Should a resident pass away at the beginning of the month or in the middle of the month, the boarding fees for that specific month is non refundable;
- 7.4. Any balance of pocket money of the deceased resident must be claimed by the deceased resident's family within 30 (thirty) days from date of death failing which the balance will be regarded as a donation to the Centre.

## **8. COMPLAINTS:**

- 8.1. All complaints shall be directed to the Person in charge;
- 8.2. Family members can write complaints in the Complaints register in the foyer;
- 8.3. Should a resident or family member of the resident not be satisfied with the way in which the complaint has been dealt with by the Person in charge, the matter can be referred to the Nursing Service Manager;
- 8.4. All complaints will be regarded as confidential and dealt with in that manner.

## **9. DAMAGE AND LOSS:**

- 9.1. Any damage to or loss of the property of the Centre by the resident or his/her family will be for the account of the resident or his/her family;
- 9.2. The Centre accepts no responsibility for damage to or loss of any of the resident's property or valuable items. The safekeeping thereof remains the responsibility of the resident and his/her family.

## **10. INABILITY TO ADAPT:**

- 10.1. The Centre undertakes to make every effort to assist the resident to adapt to the rules and routine of the Centre;

- 10.2. In the event that despite the aforementioned efforts by the Centre the resident is unable to adapt, the family of the resident will be requested by the Centre to assume responsibility for the resident and cancel this agreement;
- 10.3. In the event of a resident not adapting as aforesaid and the resident being moved by his/her family, the boarding fees already paid are non refundable.

**11. HOUSE RULES REGARDING THE MANAGEMENT OF THE CENTRE:**

- 11.1. The resident and the Responsible person hereby confirm that the house rules governing the functioning of the Centre are accepted and will be adhered to and admits that a copy thereof has been handed to them;
- 11.2. The resident undertakes to familiarise himself/herself with the said house rules and to uphold the moral values of the Centre and not to make himself/herself guilty of any deliberate disorderly behaviour or to instigate such behaviour;
- 11.3. The management of the Centre reserves the right to amend the rules in consultation with the resident committee if necessary;
- 11.4. Should a resident be guilty of serious misconduct, he/she may be requested to leave the Centre.

**12. RIGHTS OF OLDER PERSONS:**

- 12.1. The rights of older persons, as outlined in the Older Persons Act, Act 13 of 2006, will be adhered to at all times. The resident and the undersigned person admits herewith that a summary of the rights of older persons has been handed to them;
- 12.2. It is expected of all staff members and volunteers to abide by the code of conduct with regard to older persons. The resident and the responsible person admit that a copy of the code of conduct has been handed to them.

**13. TERMINATION OF THIS AGREEMENT:**

- 13.1. Either party is entitled to terminate this agreement by giving one calendar month's written notice of termination of this agreement;
- 13.2. Should the resident or responsible person fail to do so, the responsible person shall be held liable for one month's boarding fees.

**14. JURISDICTION:**

- 14.1 The parties consent and submit to the jurisdiction of the Magistrate's Court, notwithstanding that the amount of the claim may exceed the jurisdiction of that court, in any dispute arising from or in connection with this agreement. Notwithstanding such submission the parties will be entitled to institute legal proceedings in the High Court having jurisdiction.
- 14.2 The parties further agree that the party so instituting legal proceedings may claim costs on an Attorney-and-client scale, collection commission and tracing fees.

**15. NOTICES AND DOMICILIUM:**

- 15.1. The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses –

The RESPONSIBLE PERSON:

PHISICAL ADDRESS:

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POSTAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The CENTRE:  
PHISICAL ADDRESS: 41 FLAMBOYANT STREET  
WEST ACRES  
NELSPRUIT  
POSTAL ADDRESS: P O BOX 15745  
NELSPRUIT  
1200

or such other address as may be substituted by notice given as required. Each of the parties will be entitled from time to time to vary its *domicilium* by written notice to the other to any other address within the Republic of South Africa which is not a post office box or poste restante.

15.2. Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post or delivered by hand.

15.3. A notice will be presumed, unless the contrary is proved, to have been given:

- 15.3.1. if posted by prepaid registered post, 7 (seven) days after the date of posting thereof;
- 15.3.2. if hand delivered during business hours on a business day, on the day of delivery.

**16. SIGNATURE:**

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

ON BEHALF OF  
THE CENTRE

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

RESPONSIBLE  
PERSON

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

RESIDENT

**SURETYSHIP (SINGLE)**

I, the undersigned,

**Full names and surname:**

\_\_\_\_\_

**Identity number:**

\_\_\_\_\_

Physical address:

\_\_\_\_\_

Postal address: \_\_\_\_\_

Employer's name & address:

\_\_\_\_\_

Employee number:

\_\_\_\_\_

Contact details:

(h): \_\_\_\_\_

(w): \_\_\_\_\_

(cell): \_\_\_\_\_

(Fax): \_\_\_\_\_

(email): \_\_\_\_\_

—

(hereinafter referred to as "the Surety")

bind myself as surety for and on behalf of and co-principal debtor *in solidum* with

**Full names and surname:**

\_\_\_\_\_

**Identity number:**

\_\_\_\_\_

(hereinafter referred to as "the Debtor")

to

**THE MPUMALANGA FRAIL CARE CENTRE**

**COMPANY REGISTRATION NUMBER: 2003/00061/08**

(hereinafter referred to as "the Creditor")

for the due and punctual performance by the Debtor of all his/her obligations to the Creditor as in terms of the agreement of which this suretyship forms part whether presently due, owing and payable or becoming due, owing and payable in the future. This suretyship is given as a continuing covering suretyship.

The Surety admits having read the agreement of which this suretyship forms part and agree to all the terms

thereof.

**Domicilium:** For the purposes of this suretyship, including the giving of any notice required or permitted hereunder, and any proceedings which may be instituted by virtue hereof, the Surety hereby chooses *domicilium citandi et executandi* at the addresses set out at the top of this suretyship.

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

SURETY

**SURETYSHIP (MULTIPLE)**

We, the undersigned,

**1. Full names and surname:**

\_\_\_\_\_

**Identity**

**number:** \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Employer's name & address: \_\_\_\_\_

Employee number: \_\_\_\_\_

Contact details: (h): \_\_\_\_\_  
(w): \_\_\_\_\_  
(cell): \_\_\_\_\_  
(Fax): \_\_\_\_\_  
(email): \_\_\_\_\_

**2. Full names and surname:**

\_\_\_\_\_

**Identity**

**number:** \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Employer's name & address: \_\_\_\_\_

Employee number: \_\_\_\_\_



Contact details: (h): \_\_\_\_\_  
(w): \_\_\_\_\_  
(cell): \_\_\_\_\_  
(Fax): \_\_\_\_\_  
(email): \_\_\_\_\_

3. Full names and surname:

**Identity**

number: \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Employer's name & address: \_\_\_\_\_  
\_\_\_\_\_

Employee number: \_\_\_\_\_

Contact details: (h): \_\_\_\_\_  
(w): \_\_\_\_\_  
(cell): \_\_\_\_\_  
(Fax): \_\_\_\_\_  
(email): \_\_\_\_\_

(hereinafter referred to as "the Sureties")

bind ourselves as sureties for and on behalf of and co-principal debtors *in solidum* with

**Full names and surname:**

**Identity number:**

(hereinafter referred to as "the Debtor")

and each other to and in favour of

**THE MPUMALANGA FRAIL CARE CENTRE**

**COMPANY REGISTRATION NUMBER: 2003/00061/08**

(hereinafter referred to as "the Creditor")

for the due and punctual performance by the Debtor and each other of all his/her obligations to the Creditor as in terms of the agreement of which this suretyship forms part whether presently due, owing and payable or becoming due, owing and payable in the future. This suretyship is given as a continuing covering suretyship.

The Sureties admit having read the agreement of which this suretyship forms part and agree to all the terms thereof.

**Domicilium:** For the purposes of this suretyship, including the giving of any notice required or permitted hereunder, and any proceedings which may be instituted by virtue hereof, the Sureties hereby chooses *domicilium citandi et executandi* at the addresses set out at the top of this suretyship.

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

SURETY

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

SURETY

Thus done and signed at NELSPRUIT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

SURETY