

ADMISSION AGREEMENT

1. PARTIES

1.1 EKKLESIAPARK TUISTE (the Home) a juristic person by virtue of its own regulations:

1.2 _____ (the Resident)
(Identify number: _____)

1.3 _____ (Sponsor)
(Identify number: _____)

1.4 _____ (Sponsor)
(Identify number: _____)

1.5 _____ (Sponsor)
(Identify number: _____)

1.6 _____ (Sponsor)
(Identify number: _____)

2. DEFINITIONS

2.1 Unless inconsistent with the context, the following words shall have the following meaning:

2.1.1 **“the Home”** shall mean **EKKLESIAPARK TUISTE** situated at **2 PARK AVENUE, BLAIRGOWRIE, RANDBURG;**

2.1.2 **“the Resident”** shall mean _____
_____;

2.1.3 “**the Sponsor**” shall mean the persons referred to in 1.3 to 1.6;
and

2.1.4 “**the agreement**” shall mean the agreement between the Home, the Resident and the Sponsors, which shall include the House Rules annexed hereto as Annexure “A”.

2.2 Headings are only for ease of reference and shall not be taken into consideration in the interpretation of the agreement.

3. **ADMITTANCE TO HOME**

The Home agrees to allow the Resident as a Resident of the Home and to provide to the Resident accommodation and general care on a monthly basis for an indefinite period, commencing on _____.

4. **BOARDING FEES**

4.1 Boarding fees in the amount of R_____ per calendar month shall be payable by the Resident.

4.1.1 Should the Resident for whatever reason permanently move to a different room, the tariff applicable to the new room and/or service will be used to determine the boarding fees payable in future by the Resident on a pro rata basis from the date of such transfer.

4.1.2 Should the Resident move from one room to another on a temporary basis only and should the cost per unit of the new room be higher than the cost of the room that the Resident occupies at that stage, an additional daily tariff, as determined by the Control Board from time to time, shall be payable by the Resident.

- 4.2 Boarding fees shall be payable monthly in advance from _____ and shall be payable not later than the seventh day of each month as from 7 _____.
- 4.3 The Home shall at any time be entitled at its own discretion to adjust (to increase or decrease) the boarding fees with 1 (ONE) calendar month's notice to the Resident in consideration of any cost increases, variation in subsidies received by the Home in respect of the Resident and other factors that, in the Home's opinion, need to be taken into consideration in determining the unit cost of the Home.
- 4.4 The Resident agrees that, notwithstanding all other terms contained in this agreement, the following will be the responsibility of the Resident:
- 4.4.1 insurance of personal effects, including furniture and motor vehicles, where applicable;
 - 4.4.2 medical fees;
 - 4.4.3 dental fees;
 - 4.4.4 hospital fees;
 - 4.4.5 ambulance fees;
 - 4.4.6 optician's fees;
 - 4.4.7 surgical fees;
 - 4.4.8 all pharmaceutical expenses; and
 - 4.4.9 funeral expenses.
- 4.5 Should the full boarding fees for whatever reason not be paid by the Resident, such shortages shall accumulate in the books of the Home during the period of the Resident's residency in the Home and such accumulated amount shall represent a financial obligation of the Resident and/or his or her estate against the Home.

- 4.6 The Resident and/or the Sponsor(s) hereby agrees that, when the Resident passes away, the Home may claim any outstanding boarding fees and other amounts owing by the Resident and/or Sponsor(s) from the Resident's estate.
- 4.7 Should a Resident be admitted to the Home during the course of a month, the pro rata boarding fees for that month will be payable by the Resident on admission to the home.
- 4.8 Should a Resident leave the Home or pass away during the course of a month, the boarding fees paid in advance in respect of that month will not be refunded to the Resident or his/her estate.

5. **SURETY**

- 5.1 The Sponsors hereby bind themselves jointly and severally as sureties and co-principal debtors with the Resident for the payment of all amounts that may be owing to the Home by the Resident in terms of the agreement and/or the Resident's lodging in the Home.
- 5.2 The Sponsors hereby waive all benefits that may arise from all the legal exceptions that may be raised by a Sponsor.

6. **POWER OF ATTORNEY**

- 6.1 The Resident and the Sponsors hereby grant the Home power of attorney and authority with power of substitution to from time to time take such steps or make such arrangements as in the discretion of the Home or its proxy may be deemed to be necessary for the medical and/or other care of the Resident.

- 6.2 It shall be the responsibility of the Resident and the Sponsors to make arrangements for the transportation of the Resident to medical and/or other care services that the Home may organise from time to time in the interest of the Resident, to accompany the Resident (where necessary) and to collect any medication which is prescribed to the Resident from wherever such medication may be delivered.

7. TERMINATION OF AGREEMENT

- 7.1 Notwithstanding any contradictory provisions in the agreement, the Home shall be entitled to terminate the agreement at any time by giving 1 (ONE) month's notice to the Resident without providing reasons.
- 7.1.1 The Resident shall give the management of the Home 1 (ONE) calendar month's notice when the Resident decides to leave the Home. Should the Resident leave the Home without giving such notice, the Resident shall be liable for payment of 1 (ONE) calendar month's boarding fees.
- 7.2 The Home shall also be entitled to terminate the agreement summarily if:
- 7.2.1 the Resident's boarding fees are not paid promptly on the due date;
and/or
- 7.2.2 any other provisions of the agreement are violated;
- 7.2.3 the Resident refuses or fails to comply with the House Rules and/or regulations in respect of the Home as determined from time to time;
and/or
- 7.2.4 in the opinion of the Home, the Resident fails to adapt to conditions in the Home or to other Residents.

- 7.3 Where the agreement is terminated for any reason, the Resident shall vacate his/her accommodation in the Home on request. Without prejudice to any other obligation, the Sponsors bind themselves specifically to assist the Resident with such vacation and to obtain alternative accommodation for the Resident.
- 7.4 A certificate signed by the chief executive of the Home (whose appointment need not to be proven) shall serve as *prima facie* evidence for the purposes of provisional sentence of the amount owing to the Home by the Resident.
- 7.5 Outstanding boarding fees shall bear interest at the prime interest rate applicable as and when such fees become due and payable.

8. ENVIRONMENT

- 8.1 The Resident shall not be entitled to effect any structural or other alterations to his/her accommodation without the prior written consent of the Home having been obtained, such consent not to be withheld unreasonably by the Home, subject to the condition that such alterations should not change or impair the established image of the Home, that the costs thereof shall be borne by the Resident and that such alterations will comply with the Home's standards regarding quality and appearance. On the death of the Resident or the termination of his/her residency the Resident shall receive no consideration of any nature from the Home for any alterations and such alterations shall become the property of the Home on completion thereof.
- 8.2 The Resident agrees to keep the Home and its surroundings in a clean and neat condition in accordance with the standards applied by the Home from time to time.

9. INDEMNITY

- 9.1 The Resident and Sponsors hereby irrevocably waive any claim of whatsoever nature against the Home that may arise directly or indirectly from the admission, accommodation, treatment and/or care of the Resident or from any occurrence in connection therewith and indemnify the Home accordingly.

- 9.2 The Resident and Sponsors agree that the Home will not be held liable for any loss and/or damage to property of the Resident which are under the control of the Resident and the Home and indemnify the Home accordingly.

- 9.3 The Resident and Sponsors irrevocably waive any grounds for liability against the Home in respect of any claim of whatever nature which may arise directly or indirectly from any actions of its employees and/or sub-contractors.

10. GENERAL CONDITIONS

Domicilium

10.1 The Parties select as their *domicilium citandi et executandi* for all purposes the following addresses:

10.1.1 The Home:

EKKLESIAPARK TUISTE
2 PARK AVENUE
BLAIRGOWRIE, RANDBURG

10.1.2 The Resident:

10.1.3 The Sponsors:

- 10.1.3.1 _____

- 10.1.3.2 _____

- 10.1.3.3 _____

- 10.1.3.4 _____

- 10.1.3.5 _____

- 10.1.3.6 _____

10.2. All notices at the above mentioned addresses shall be deemed to have been received:

10.2.1 if dispatched per registered mail, 6 (SIX) days after date of dispatch; and/ or

10.2.2 if delivered, on the date of delivery.

10.3 The parties may change the above mentioned addresses by way of written notice.

AMENDMENT

10.4 No amendment of the agreement shall be valid unless in writing and signed by the parties.

SIGNED AT _____

ON THIS THE _____ DAY OF _____

ON BEHALF OF THE HOME, THE SIGNATORY BEING AUTHORISED IN TERMS OF
A DECISION BY THE BOARD OF CONTROL.

AS WITNESS:

1)

2)

ON THIS THE _____ DAY OF _____

AS WITNESS:

1) _____

2) _____

RESIDENT

SIGNED AT _____

ON THIS THE _____ DAY OF _____

AS WITNESS:

1) _____

2) _____

SPONSOR

SPONSOR

SPONSOR

SPONSOR

Admission Agreement