

# **ASSISTED LIVING FREEHOLD UNITS AGREEMENT AND LEVELS OF SERVICE**

## **AGREEMENT**

### **ENTERED INTO BETWEEN**

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Full Name \_\_\_\_\_

Identity / Registration Number \_\_\_\_\_

**(The Purchaser)**

AND

**MACADAMIA CLINIC (PTY) LTD T/A Macadamia @ The Aloes Care Centre**

Registration No 1999/001205/07

**(the Service Provider)**

who together here form the Parties to this agreement.

## **PREAMBLE**

- A. Macadamia Clinic (Pty) Ltd is a company registered under the Companies Act for the purposes of rendering care services to among others, frail residents and residents in Sectional Title Apartments ; Freehold Assisted Dwelling Units and on sub-division Portions ..... of the Rem of Erf ..... Extension ....., in Polokwane
- B. Each member or co-member pursuant to an Agreement of Sale or Deed of Transfer, will be obliged to enter into this agreement with Macadamia Clinic (Pty) Ltd with reference to the different levels of services rendered as set out in this document.
- C. The Purchaser has purchased: Portion ..... of Erf no ..... Extension ..... in Polokwane  
Registration Division \_\_\_\_\_  
Hereafter referred to as "The Unit"
- D. The Purchaser and Macadamia Clinic (Pty) Ltd have entered into this Agreement to amplify and record the Purchaser's right and obligations in relation to Macadamia Clinic (Pty) Ltd

# 1. LEVIES AND SUMMARY OF SERVICE LEVELS

(read also Explanatory Notes – Section 2)

In order for Macadamia Clinic (Pty) Ltd to deliver the appropriate services to Residents in the **Frail Care, and One Bedroom, and Two Bedroom Apartments, and freehold assisted living units** the following levels (categories) of health are applied in determining the services/care a Resident receives or may receive, in summary:

Level 0	The Resident is healthy and requires no care – applicable only to Lifestyle two bedroom apartments ..
Level 1	The Resident is healthy and requires minimal care, if any.
Level 2	The Resident requires a greater level of care during the day, but is independent at night and able to summon help if needed.
Level 3	The Resident is physically or mentally frail and needs constant care and this service is provided in the Care Centre only (Under exceptional circumstances this may be provided in an apartment).

Having briefly defined the Levels above, the services offered in respect of those levels and the levies payable thereto for those services are as follows: (All amounts quoted include Vat)

## **Note:**

**No domestic servants or careworkers, other than those provided by the Macadamia Care Centre will be allowed on assisted living sectional title or assisted living freehold premises.**

## **A. 1 AND 2 BED ASSISTED LIVING APARTMENTS**

**All prospective residents are required to be interviewed by the matron. If necessary a Doctors report might be required. No person will be allowed to move into the complex if they are above Level 2, other than into the Frail Care Centre.**

### **Level 1 (Compulsory Level)**

#### **Services offered**

- 24 Hour emergency call out response (via panic button)
- Weekly Blood Pressure Clinic – includes dressings, injections, sugar level checks etc. but cost of consumables for own account
- 2 Free nights accommodation, excluding cost of meals, per month in Frail Care in case of recuperation (Nights may not be accrued)
- Guaranteed Frail Care
- Main meal of the day at lunch
- General cleaning of the Apartment 2 x week
- Laundry (linen and clothing) washed and ironed 2 x week
- Assistance with control of medication (if necessary)
- Refuse removal Monday to Friday daily
- Check on Resident 2 x per day

#### **Levy**

**First Person**  
**R 3200**

**Couple**  
**R 6105**

## **Level 2**

### **Includes all the services / benefits of Level 1 plus:**

- Daily bathing, dressing, hair washing and nail cutting when necessary.
- Control of medication
- Blood pressure checks etc in Apartment when necessary
- Making bed and taking to toilet/changing nappies when necessary
- Preparation for afternoon sleep/rest
- Three meals a day
- Assistance with daily walks
- Extra checks on Resident
- Preparation for bed and settling in for the night
- Control of general wellbeing eg adequate fluid intake, regulation of toilet care, etc

### **Levy**

**First Person**  
**R 6600**

**Couple**  
**Special Quote**

### **PLEASE NOTE:**

**No feeding or specific night care but night checks when necessary occasionally.**

## **Level 3**

Not often applicable in one and two bedroom apartments. (Specific arrangements could be considered by the Matron, for example dedicated care workers).

### **Levy**

Per quote (at discretion of the Matron).

### **PLEASE NOTE:**

**In the case of a Unit being vacant at any time, a charge of 50% of the compulsory levy for Level 1 will be charged to cover staffing and other fixed costs.**

**The above Levies are applicable for the financial year 01/03/2012 – 28/02/2013. Thereafter levies are subject to inflationary increases**

## **B. TWO BEDROOM FREEHOLD ASSISTED LIVING UNITS**

### **Level 0** (Compulsory Entry Level)

#### **Services offered**

- 24 Hour emergency call out response (via panic button)
- Weekly Blood Pressure Clinic – includes dressings, injections, sugar level checks etc, but cost of consumables for own account
- Guaranteed frail care
- General Cleaning of the apartment 2 x week
- Laundry (linen and clothing) washed and ironed 2 x week
- Refuse removal Monday to Friday daily

### **Levy**

**First Person**  
**R2050**

**Couple**  
**R 2560**

### **Level 1**

**Includes all the services / benefits of level 0 plus:**

- Main meal of the day at lunch
- Checking on occupant (if required)
- Assistance with medication (if required)
- 2 x free nights' accommodation, excluding cost of meals, per month in Care Centre in case of recuperation (Nights may not be accrued)

#### **Levy**

**First Person**

**R3200**

**Couple**

**R6105**

### **Level 2**

**Includes all the services of Level 1 plus:**

- Daily bathing, dressing, hair washing and nail cutting when necessary
  - Control of medication
  - Blood pressure checks etc in Unit when necessary
  - Making bed and taking to toilet/changing nappies when necessary
  - Preparation for afternoon sleep/rest
  - Three meals a day
  - Assistance with daily walks
  - Extra checks on Resident
  - Preparation for bed and settling in for the night
  - Control of general wellbeing eg adequate fluid intake, regulation of toilet care, etc
- No feeding or specific night care but night checks when necessary occasionally

#### **Levy:**

**First Person**

**R6600**

**Couple**

**Special quote**

### **Level 3**

This is not often applicable. (Specific arrangements could be considered by the Matron, for example dedicated care workers)

#### **Levy:**

Per quote (at discretion of the Matron)

#### **PLEASE NOTE**

**In the case of a Unit being vacant at any time, a charge of 50% of the compulsory entry level levy will be charged to cover staffing and other fixed costs**

**The above Levies are applicable for the financial year 01/03/2014 – 28/02/2015**

**Thereafter levies are subject to inflationary increases**

## **C. FRAIL CARE (In the Care Centre Only)**

### **Level 3**

#### **Services offered**

- Accommodation, 24 Hr Care, incl. Bathing, Feeding, etc
- Provision of all food, Provision of basic Nursing Care

#### **PLEASE NOTE:**

**Residents may bring own furniture. Doctors' visits, physiotherapy, etc and medical stock eg nappies, medicines, is an additional cost to Frail Care Resident**

#### **Cost Per Person**

**R 12 000 – R 15 000**

#### **PLEASE NOTE:**

Anyone suffering from Dementia / Alzheimer's or requiring twenty four hour attention and is incapable of summoning assistance themselves must be admitted to a Frail Care unit.

## **2. Explanatory Notes (Applicable to all Assisted Living Apartments and Assisted Living Units)**

### **1. Medical Emergency**

The resident will be provided with a Panic Button for exclusive use in an emergency.

#### Response

Macadamia **Care Centre** will respond to a MEDICAL EMERGENCY in the following manner:

- i. The medical staff on duty in the Care Centre will attempt to make telephonic contact with the resident. If contact can be established telephonically, and it appears that a medical emergency exists, a doctor and ambulance will be called and the medical staff member on duty will be sent to the resident's unit.
- ii. If telephonic contact cannot be made, the medical staff member on duty will be sent to the resident's Apartment. Once the condition of the resident has been established as a medical emergency, a doctor and ambulance will be called. Residents will not be transported by Macadamia staff to any Clinic/Hospital.
- iii. The patient will be made as comfortable as possible.
- iv. The doctor will diagnose the condition of the patient and will be responsible for all further decisions.

#### Costs and Charges

- i. There will be no charge levied by **Macadamia Care Centre** for **the first half hour of the Macadamia medical staff's time with the resident**. Thereafter the normal Council for Medical Schemes tariff will apply.
- ii. The resident will be invoiced separately for all other services by the different service providers including the doctor, ambulance services, and services provided by Macadamia **in accordance with i above**
- iii. The resident understands that the Panic Button is for the **EXCLUSIVE** use in a **MEDICAL EMERGENCY ONLY** unless the resident is on a Level 2 rate alternatively as agreed. Any response by Macadamia's staff for any other call will be charged for.

### **2. Weekly Clinic**

Residents may attend a weekly Clinic to receive the following free treatment by the nursing staff. Any medical stock items used in the treatment will be charged eg syringes, wound dressings etc

- Blood pressure tests
- Temperature and pulse taken
- Injections
- Wound Dressings
- Blood sugar levels

### **3. Laundry and Cleaning of the Apartment**

Both Laundry and Cleaning of the Apartment are done twice a week.

### **4. Refuse Removal**

Refuse removal daily Monday to Friday.

### **5. Checking on Resident**

Twice a day if applicable and required

## 6. Control of Medication

Controlling and administering of medication if required by the resident.

## 7. Free nights in Care Centre

Residents are entitled to 2 free accommodation nights per month in the Care Centre should they require dedicated nursing in the event of sickness or recuperation after hospitalisation. Nights may not be accumulated and admittance is subject to the decision of the Matron.

## 8. Guaranteed Frail Care

Should a resident need to move into the Care Centre at any time on a full time basis and the facility is full, residents will be guaranteed frail care nursing in their Apartments on a temporary basis until a room becomes available. This will be charged at the applicable Frail Care tariff.

## 9 Other Services

Other nursing services can be rendered in the residents Apartment in accordance with the relevant Council for Medical Schemes tariffs by arrangement with the Macadamia medical staff.

## 10 Daily Lunch

Will be available to all residents in the Aloes complex (who are not already entitled to this in their monthly levy) **at the prevailing tariff** (currently R40 per meal) Each resident receives a daily 2 course luncheon conforming to accepted balanced meal specifications both in content and quantity. **3 meals per day are also available to those who require it at an extra cost.**

## 11 Frail Care

It might be necessary for a Resident to be moved to the Frail Care section when for example:

The Resident is unable to press the panic button or summon help.

The Resident is unable to be left alone for 2 hours at a time.

**This decision is at the discretion of the Matron**

### Note

Moving to Level 2, 3, or the Care Centre is at the Matrons discretion but is discussed and agreed with family beforehand. (Subject to adjudication with family Doctor if necessary.)

### Indemnity

The staff employed by Macadamia Care Centre is not trained to make any diagnosis and will act under the strict instructions of the residents doctor.

Macadamia Care Centre medical staff will respond to an emergency within the limits of their medical training.

Macadamia accepts no responsibility for any decisions or actions taken by it's staff, doctors, ambulance services or any other persons who may become involved.

Macadamia staff will not dispense or alter any medication at the families request without a signed script from the Doctor.

Macadamia accepts no responsibility for loss or damage to any residents property either by the doctor, ambulance services or its own staff.

Owners and residents hereby indemnify Macadamia Clinic (Pty) Ltd and all their staff against any loss or injury of any kind.

The trustees of the Sectional Title Schemes, by attaching their signatures to this document, agree that its contents are binding on all parties and accept the responsibility of obtaining indemnity from all owners and residents.

### 3. **AGREEMENT BETWEEN the PURCHASER and MACADAMIA CLINIC (PTY) LTD**

The Purchaser and his/her Successor/s in Ownership shall:

- i. **Enter** into this agreement and will be obliged to honor this agreement with Macadamia Clinic (Pty) Ltd for as long as he or she is the registered owner of the Section.
- ii. **Conform** to and comply with the house rules – formulated from time to time by the Body Corporate and Macadamia Clinic (Pty) Ltd Management in accordance with the powers and functions vested in them;
- iii. Whilst he or she is the owner of the Section, and with effect from the date he or she becomes the registered owner of the Section, and is the resident in the Unit, **pay** all levies charged by Macadamia Clinic (Pty) Ltd, subject to the provisions of the property sales agreement and subject to the applicable levels of care as per this document (Annexure 2 to the Sales Agreement). Note that where the Unit is vacant for any reason either by the Owner or Tenant, **the Owner shall be liable for 50% of the Level 1 levy.**
- iv. Where the unit has been leased to a tenant, **fully inform** the tenant as to the conditions with regard to the Care Centre services and levies, arrange for the tenant to attend the compulsory interview with the Matron, provide the Matron with a copy of the lease agreement pertaining to that prospective tenant, whereafter the Matron will draw up a service agreement with the tenant which both parties ie Macadamia and the tenant, shall sign.
- v. Where the unit has been leased to a tenant who subsequently defaults in their payments to the Care Centre for a period of at least 2 months, **remove** the tenant within 3 months after due notification from the Matron at the Care Centre.
- vi. Where the Unit is sold by the Owner, **ensure** that the new Purchaser is fully aware that the terms and conditions of this agreement are applicable and that they are required to sign a new agreement with the Care Centre in order to ensure continuity of these terms and conditions. A release is required by the transferring attorney from Macadamia Clinic (Pty) Ltd. This release will not be provided unless the above terms and conditions have been complied with and all outstanding levies are paid.

#### **NOTE:**

**A tenant is not guaranteed a place in the Care Centre – only a purchaser**

### 4. **JURISDICTION**

The parties hereby consent to the jurisdiction of the Magistrate's Court to adjudicate any dispute that may arise between them, arising from the terms and conditions of this Agreement or the cancellation hereof.

### 5. **ENTIRE AGREEMENT**

The Parties hereto agree that this Agreement is the full and final Agreement between them and that no addition hereto, amendment hereof, cancellation hereof or variation hereof, shall be valid unless reduced to writing and signed by both parties or their duly authorized representatives.

THUS DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
AS WITNESSES:

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

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**For and on behalf of Macadamia Clinic (Pty)  
Ltd authorized hereby by virtue of a  
Resolution.**

THUS DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
AS WITNESSES:

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

\_\_\_\_\_  
**PURCHASER**