



macademia care
people who care about people

INDIVIDUAL CARE AVAILABILITY AGREEMENT

Entered into between

MACCARE NPC

(an organisation with registration no. 2014231520/08)

(The “Service Provider”)

And

And (if there are two occupants)

(a natural person or persons whose full particulars appear on the schedule of particulars annexed to this service agreement)

(The “Client”)



TABLE OF CONTENTS

1	INTRODUCTION	3
2	INTERPRETATION AND DEFINITIONS	3
3	PERIOD OF AGREEMENT	4
4	CARE AVAILABILITY SERVICE FEE	4
5	ANNUAL FEE ADJUSTMENTS	5
6	EXEMPTIONS	6
7	PAYMENTS	6
8	CLIENT'S RIGHTS AND OBLIGATIONS	6
9	SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS	7
10	LIMITATION OF LIABILITY	8
11	BREACH	9
12	TERMINATION	9
13	ADDRESS FOR DELIVERY OF NOTICE	9
14	APPLICABLE LAW AND JURISDICTION	10
15	COSTS	10
16	GENERAL	10



1 INTRODUCTION

- 1.1 The Service Provider hereby agrees to provide Care Availability Services to the Client upon the terms and conditions set out herein (and including any annexures hereto), which together constitute the service agreement (“Agreement”) between the Service Provider and the Client.
- 1.2 The overall objective of the service provider is to provide care services to Clients in their residences, in accordance with their individual service level agreement for as long as possible.
- 1.3 Care Availability Services include the minimum level of service required in order to ensure that residents of a Scheme are adequately cared for by the Service Provider. The structure of the minimum level of service is intended broadly to ensure that the Client:
 - 1.3.1 is up and about daily.
 - 1.3.2 has access to a professional first-responder at any time of day or night.
 - 1.3.3 is being monitored for deterioration of physical and mental status.
 - 1.3.4 is provided with priority access and lower rates compared to external users of the Care Centre facilities and services.
 - 1.3.5 has access to the care centre when there is a need for close supervision during recuperation from illness or medical procedures.

2 INTERPRETATION AND DEFINITIONS

Terms defined in this Agreement shall, unless the context indicates otherwise, have the following meanings:

- 2.1 “Additional Care Services” means any services in excess of the services referred to in clause 9.1 of this agreement.
- 2.2 “Agreement” means the agreement as set out in this document together with all annexures and schedules thereto;
- 2.3 “Association” means the governing body of the Scheme, whether a Home Owners Association, Body Corporate or other form of organisation.
- 2.4 “Attentive Care” means the care services provided to permanent residents of the Care Centre.
- 2.5 “Attentive Care Agreement” means the agreement entered into between the Service Provider and permanent residents of the Care Centre.
- 2.6 “Care Availability Services” means the care services available under this agreement.
- 2.7 “Care Availability Service Fee” means the minimum monthly service fee as described in clause 4.
- 2.8 “Call Centre” means the emergency response call centre described in clause 9.1.2
- 2.9 “Care Centre” means the premises from which the Service Provider provides the services;
- 2.10 “Care Manager” means the representative of the Service Provider;
- 2.11 “Conduct Rules” mean the Macadamia Care Conduct Rules as may be amended or substituted from time to time and as contained in *Annexure 4: Macadamia Care Conduct Rules* of this Agreement;
- 2.12 “Daily wellbeing check” means a simple daily check on whether a Client is mobile and responsive.



- 2.13 “Life Right Holder” means the holder of a life-long right of occupation within the Scheme.
- 2.14 “Macadamia Care” means MacCare NPC, registration number 2014231520/08, (“Service Provider”);
- 2.15 “Minimum Services” means the minimum services to be provided by the Service Provider for the care availability service fee as set out in clause 9.1.
- 2.16 “Occupant” means the occupant of a unit in the Scheme, whether the owner or their tenants;
- 2.17 “Orientation” means an interaction between the Service Provider and the Client at an introductory stage in the process of new Client assimilation within the Scheme, in particular to inform Clients fully regarding the services and infrastructure available from the Service Provider and with a view to gaining Client confidence, reduce Client anxiety and foster an understanding of the Service Provider’s ethos.
- 2.18 “Permanent accommodation” means accommodation for any period longer than one calendar month.
- 2.19 “Respite Care” means temporary care of a person recovering from an operation or an illness.
- 2.20 “Scheme” means the housing development scheme referred to in clause 2.9 of *Annexure 1: Schedule of Particulars*;

3 PERIOD OF AGREEMENT

- 3.1 This Agreement will endure while the Client is a member of an association or other governing body within the Scheme, whether by way of freehold ownership, sectional title ownership or as a Life Right Holder. In the case of a tenant, the Agreement will endure for the duration of the lease agreement between the tenant and the owner of the property they are occupying.

4 CARE AVAILABILTY SERVICE FEE

- 4.1 The Client agrees to pay the monthly Care Availability Service Fee (“Fee”) as set out in clause 4 of *Annexure 1: Schedule of Particulars*.
- 4.2 The Fee shall be payable monthly in advance via debit order as per *Annexure 5: Bank Debit Order Instruction* or via a scheduled EFT and shall be due on the 1st (first) day of each and every month and shall be paid directly into the bank account nominated by the Service Provider, details of which are set out in clause 1 of *Annexure 1: Schedule of Particulars*.
- 4.3 The Fee shall cover all services provided in terms of clause 9.1, but shall not cover personal medication, medical or hygiene consumables, nor additional care services beyond those stipulated in clause 9.1.
- 4.4 Assessments of the Client’s status shall be made by the Service Provider before Occupation and regularly thereafter in order to ensure that sufficient care services are provided to ensure the ongoing wellbeing of the Client. Should additional services be required by the Client at the time of Occupation, such services and the relevant costs will be detailed in *Annexure 2: Additional Care Services* of this agreement and signed by both parties. Should additional services be required by



the Client at any time after initial occupation, such services and the relevant costs will be provided by the Service Provider in a formal quotation for acceptance and signature by the Client.

- 4.5 Should a Client require long-term accommodation in the Care Centre, the Fee shall remain due and payable while the Client remains an owner or Tenant of a Unit within the Scheme, however all costs associated with additional care services beyond those stipulated in clause 9.1. will fall away and no longer be payable, as soon as a new Attentive Care Agreement for permanent care in the Care Centre is signed between the parties.
- 4.6 Fees are payable in full for the month in which the resident leaves the Scheme for whatever reason and no discounts are permitted.
- 4.7 In circumstances where a Client experiences a delay before Occupation can take place, but still requires the emergency response 24/7 service as detailed under clause 9.1.2 of this agreement at their current residence, this can be provided subject to certain terms and conditions and at the sole discretion of the Service Provider. The Client is to complete **Annexure 10: Application for emergency response service before Occupation** of this agreement.

5 ANNUAL FEE ADJUSTMENTS

- 5.1 Every attempt is made to finalise adjustments in fees 6 (six) weeks ahead of implementation each year on the 1st of April.
- 5.2 The expenses of the Service Provider are made up of the cost components as indicated in *Annexure 8: Expense makeup of the Service Provider*.
- 5.3 The adjustment each year will be calculated based on the published CPI statistics of Statistics SA in February of each year as follows:
 - The Labour portion will be adjusted by *CPI for miscellaneous goods and services + 1%*
 - The Food portion will be adjusted by *CPI for food and non-alcoholic beverages (NAB)*
 - The Equipment portion will be adjusted by *CPI for durable goods*
 - The Electricity portion will be adjusted by *CPI for Electricity and other fuels*
 - The Petrol portion will be adjusted by *CPI for Electricity and other fuels*
 - The “Other” portion will be adjusted by *Headline CPI*
- 5.4 The abovementioned indices are drawn from tables A and E of the publication entitled “Consumer Price Index” published monthly by Statistics SA.
- 5.5 The Service Provider undertakes to provide the calculated adjustment and source documentation to each governing body/association before the adjustment on 1 April each year.
- 5.6 In the event that it is necessary for the Service Provider to make adjustments in excess of that indicated by the process explained in clause 5.3, the Service Provider undertakes to first obtain the approval of the governing body/association before implementation thereof.
- 5.7 In the event that there are changes in the makeup of expenses of the Service Provider shown in *Annexure 8: Expense makeup of the Service Provider*, the Service Provider undertakes to provide



notification of such changes at the same time as providing notification of the annual adjustment as per clause 5.5 above.

6 EXEMPTIONS

- 6.1 Should the oldest resident of a unit be under the age of 60 (sixty), or the unit be unoccupied, application can be made to the Service Provider for partial or full exemption from the Care Availability service fee.
- 6.1.1 Application for exemption should be made in writing to the Service Provider, together with the necessary motivation and substantiation (e.g. Identity documents or passport of occupants).
- 6.1.2 The Service Provider reserves the right at its sole discretion, but subject to the rules of the Scheme that the Client is subject to and subject to any authorised resolutions by the governing body or association of the Scheme as attached hereto as *Annexure 7: Authorised resolutions with respect to exemptions*, to determine whether the full, partial or no service fee is due.

7 PAYMENTS

- 7.1 All payments by the Client in terms of this Agreement shall be paid without any deduction and free of exchange and bank charges.
- 7.2 All arrear accounts shall accumulate compound interest calculated at a rate of prime plus one percent per annum on the outstanding balance.
- 7.3 Should it occur that there are fee shortfalls due by the Client, with the Service Provider's written approval, these may be accumulated as a debt against the Client's estate.
- 7.4 Any funds belonging to the Client and given by the Client or on the Client's authority to the Service Provider to be held in Trust for the Client may, in the event of the Client's death, be applied towards settling of the Client's debts that have been incurred with the Service Provider.

8 CLIENT'S RIGHTS AND OBLIGATIONS

The Client shall:

- 8.1 Ensure that all personal information as provided as part of this agreement is maintained with the Service Provider.
- 8.2 Agree that the Service Provider may retain records of personal information for the sole and express purpose of care of the Client, for the duration of this agreement. All personal information held by the Service Provider will be treated as confidential.
- 8.3 Subject to any waiver as referred to in clause 8.11 below, meet with the Care Manager before taking up residence in the estate, for the purpose of orientation and introductions.
- 8.4 Have the right (but not the obligation) to have the regular care assessments referred to in clause 9.1.3 performed so as to enable the development of a care plan for each Client. It is the preference of the Service Provider that every Client make use of this service.



- 8.4.1 Be an active participant in any personal care plans drawn up by the Service Provider and as agreed to by the Client - the details in *Annexure 2: Additional Care Services* forming part thereof, if applicable.
- 8.5 Support safety policies and assist in efforts to enhance the environment
- 8.6 Treat the caregiver with dignity and respect.
- 8.7 Utilise all health care systems adequately
- 8.8 Provide the caregivers with accurate, relevant information so as to ensure appropriate care, treatment, rehabilitation and counselling.
- 8.9 Adhere to the Service Provider's policies, procedures and prescribed rules regarding daily activities, treatment and rehabilitation as detailed in *Annexure 4: Macadamia Care Conduct Rules* and comply with financial commitments.
- 8.10 Use the correct channels for lodging compliments, grievances and complaints.
- 8.11 Indicate by way of item 4.5 of *Annexure 1: Schedule of Particulars* whether or not they intend to waive the orientation meeting with the Care Manager *because of their intent to remain investors until such time as they may personally occupy the unit, at which time they will undertake the orientation meeting.*
- 8.12 Ensure that their tenants are made aware of the terms of this agreement and submit to the same orientation and assessment process and fees as if they were members of the Scheme associations.
- 8.13 In order to satisfy the security arrangements of the Scheme associations, a clearance certificate as shown in *Annexure 3: Clearance Certificate* will be provided to them by the Service Provider before access is granted to the Scheme.

9 SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

The Service provider shall:

9.1 Provide the following Minimum Services to Clients:

- 9.1.1 Daily wellbeing check, if so requested by Clients and as noted in clause 4.3 of *Annexure 1: Schedule of Particulars.*
- 9.1.2 Emergency response 24/7 from a national call centre via a dedicated emergency response system. The call centre will assess the emergency and dispatch responders as well as notify the Care Centre staff and family members as appropriate. The form shown in *Annexure 6: Call4Care User Information* is used to gather the necessary information regarding the residents being cared for.
- 9.1.3 Monthly Clinic Services at the Care Centre (usually between 10h00 and 11h30 on Tuesdays) for the development of a care plan for each Client through monitoring of vital health indicators and regular assessment of the Client in terms of Care Service needs as follows:
- Blood pressure
 - Blood sugar (Glucose)
 - Weight
 - Urine (as needed)



- Brief interviews as required

- 9.1.4 15% discount on the published external rate for full time residence (Attentive Care) in the Care Centre for all owners of property and tenants that have been in occupation of the same unit for a minimum of 6 (six) months.
- 9.1.5 5 days Respite Care in the Care Centre per annum per unit (not per occupant), based upon and subject to an assessment by the Service Provider staff.
- 9.2 In the event that the Care Centre is at full capacity, provide the necessary services to Clients in their homes at a discount of 15% until such time as a room is available.
- 9.3 Provide a range of additional care services in the homes of residents of the estate, based on the care requirements of the residents as assessed from time to time by the Service Provider at the request of the client. All such services will be provided following acceptance of written quotations by the Service Provider, based on the latest schedule of care service prices.
- 9.4 At its sole discretion provide a range of additional services as appropriate within the geographic area being served, subject to operational constraints and local service availability (an example of the kind of service referred to here is a Companionship service, for which there are not always service providers readily available in a particular geographic area).
- 9.5 Promote a holistic approach to care which involves physical, social, spiritual and psychological aspects
- 9.6 Provide palliative care, the focus of which is to provide relief of pain and other distressing symptoms.
- 9.7 Support the primary caregiver and family in caring for the Client, but not to replace the family's role.
- 9.8 Treat each individual Client with dignity, courtesy and respect.
- 9.9 Provide an integrated team which will care for basic needs
- 9.10 Provide opportunity to lodge complaints and take appropriate action in response to complaints
- 9.11 Work closely with the Client and (subject to the Client's agreement) with the family and personal medical practitioners of the Client in order to ensure the best possible care of the Client.
- 9.12 Under exceptional circumstances, reserve the right to recommend that Clients be referred for assessment by independent medical professionals in the interest of the Client.
- 9.13 Reserve the right to assign responsibility for part or all of the non-core care services to outsourced service providers (e.g. Catering, Hairdressing, podiatry, Occupational Therapy, etc.).
- 9.14 reserve the right to give termination notice to Clients who exhibit anti-social behaviour or who repeatedly refuse to adhere to the conduct rules of the Service Provider as attached hereto in *Annexure 4: Macadamia Care Conduct Rules*.

10 LIMITATION OF LIABILITY

- 10.1 The Client hereby indemnifies and holds the Service Provider harmless against any claims by third parties against the Service Provider for injury, losses or damages caused by the Client or his/her invitees or guest.



10.2 The Service Provider shall not be responsible for the failure of an external communication provider to provide a communication link between the emergency response units used to deliver the services referred to in clauses 9.1.1 and 9.1.2 and the external emergency response service provider.

11 BREACH

11.1 If a party –

11.1.1 fails to pay any amount due in terms of this Agreement within 3 (three) business days after receiving written notice demanding payment of such amount;

11.1.2 breaches any other material item of this Agreement and fails to remedy such breach within a period of 7 (seven) business days after receiving written notice calling on the party to make such remedy;

11.1.3 is declared insolvent, compounds with his/her/its creditors or fails to satisfy a court judgement made against him,

11.2 then the aggrieved party shall be entitled to summarily cancel this Agreement.

11.3 Any exercise of a party's rights in terms of this clause 11 shall be without prejudice to any other rights which such party may have in law in terms of this Agreement.

12 TERMINATION

12.1 This Agreement will terminate on the occurrence of any of the following events:

12.1.1 Against termination of the Client's lease in the event that the Client is a tenant in the Scheme.

12.1.2 Against transfer of the related property (Unit) within the Scheme to a new owner in the event that the Client is an owner in the Scheme.

12.2 Either Party may, subject to clause 11 above and subject to the rules of the governing association of the Scheme, terminate this Agreement by giving to the other Party one (1) calendar month notice in writing.

13 ADDRESS FOR DELIVERY OF NOTICE

13.1 The Service Provider chooses the address referred to in clause 1 of the Schedule of Particulars for the service or delivery of all written notices and legal documents in terms of this Agreement. On termination of this Agreement, the Client shall be obliged to provide an alternative address to the Service Provider for this purpose, in writing.

13.2 Either party may change his/her service address referred to in clause 13.1 to any other physical address in the Republic of South Africa by providing written notice to the other party.

13.3 Any notice which any party requires to give to the other party shall be in written in English, and -

13.3.1 be delivered by hand, sent by e-mail or pre-paid registered post;



- 13.3.2 if delivered by hand during business hours, it shall be presumed to have been received on the date of delivered. Any notice delivered after business hours or on a day which is not a business day will presume to have been received on the following business day;
- 13.3.3 If sent by e-mail during business hours, it shall be presumed to have been received on the date of successful transmission of the e-mail. Any e-mail sent after business hours or on a day which is not a business day will be presumed to have been received on the following day;
- 13.3.4 if sent by re-paid registered post, it shall be presumed to have been received 3 (three) days after posting by registered post.
- 13.4 Notwithstanding this clause 13, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

14 APPLICABLE LAW AND JURISDICTION

- 14.1 Subject to the provisions of any law requiring or permitting a party to have a dispute determined in any other manner or by any other dispute resolution body or authority, the Client consents to the jurisdiction of the Magistrates Court in which district the Care Centre is situated in relation to any legal proceeding arising from this Agreement or the cancelation thereof, notwithstanding that the subject matter or cause of action would otherwise be beyond the jurisdiction of the Magistrate's Court.
- 14.2 This Agreement shall be governed in accordance with the laws of the Republic of South Africa.

15 COSTS

- 15.1 If a party takes any legal steps against the other in terms of this Agreement, then the party in default shall be obliged to pay on demand all costs, together with any VAT thereon, incurred by the aggrieved party, including collection commission, storage and other charges, legal costs on the "between-attorney-and-client" scale; or as otherwise determined by the Court or other dispute resolution body. The parties acknowledge that the reference to the scale as between "attorney and client" is a reference to fees that a client would be charged by his /her own attorney.

16 GENERAL

- 16.1 This Agreement supersedes and replaces any and all previous agreements between the parties.
- 16.2 This Agreement may not be ceded, delegated or assigned by the Service Provider in full or in part to an unrelated party without the prior consent of the Board of Directors/Trustees of the Association, as the case may be. The permission of the Directors/Trustees of the Association may not be unreasonably withheld, especially if the Service Provider furnishes evidence that the party to whom such cession, delegation or assignment is required has an acceptable track record of service provision in the industry.



- 16.3 The parties to this agreement acknowledge that no other conditions, stipulations warranties and/or representations whatsoever have been made by any of the parties or their agents other than is set forth in this Agreement.
- 16.4 No addition to, variation of, or deletion in this Agreement will be of any force or effect unless in writing and signed by the parties.
- 16.5 Whenever in this Agreement there is a reference to “business days” the reference shall be construed as any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time and “business hours” shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South Africa Standard Time.
- 16.6 No concession or indulgence that may at any time be granted by the Service Provider to the Client, whether in respect of time for payment of Fee or otherwise, shall be deemed to be a waiver of, or affect, prejudice or derogate from the rights of the Service Provider under this Agreement.
- 16.7 Should two or more persons sign this Agreement as Client, such persons shall be jointly and severally liable for the due performance of the obligations of the terms of the Service agreement. Jointly or severally means, that if either party includes more than one person, then each individual in that party will be liable for all the responsibilities and obligations under this Service agreement individually, or collectively as the case may be.
- 16.8 The parties signing this Agreement on behalf of the Service Provider and the Client warrant and represent that they have the authority and power to sign this Agreement.
- 16.9 Where the Client is married in community of property, then the signature to this Agreement of the spouse of the Client constitutes the written consent required by the Matrimonial Premises Act No. 88/1984. If the signature of the spouse is not appended to this Agreement, then the signature by the Client alone constitutes a warranty that the Client is a person who has the necessary contractual capacity to be bound by this Agreement without such consent.



Signed at: _____ on _____ (insert date)

Expressly mandated by the Service Provider

As Service Provider witnesses:

1. _____ 2. _____

Signed at: _____ on _____ (insert date)

The Client

As Client witnesses:

1. _____ 2. _____



Annexure 1: Schedule of Particulars

1 Details of the Service Provider

- 1.1 **Name:** MacCare NPC (the “Service Provider”)
1.2 **Registration No.:** 2014231520/08
1.3 **Physical Address:** 2 Knottrox Avenue, Bendor, Polokwane,0700.
1.4 **Bank Account details:**

Bank:
Name of Account Holder:
Account Number:
Branch Code:
Type of Account: Current

2 Details of the Client

- 2.1 Name: (the “Client”)
2.2 ID No:
2.3 2nd Occupant Name: (the “Client”)
2.4 2nd Occupant ID No:
2.5 Email Address:
2.6 Mobile Phone No.:
2.7 Home Phone No.:
2.8 Work Phone No.:
2.9 Village: (the “Scheme”)
2.10 Physical address or unit number: (the “Unit”)
2.11 Care Centre: (the “Care Centre”)

3 Occupation

- 3.1 Commencement date:

4 Monthly Fee

- 4.1 Exemption applied for? YES / NO (circle applicable answer) *
4.2 Minimum Care Availability Service Fee: R
4.3 Daily wellbeing check required? YES / NO (circle applicable answer) **
4.4 Additional Care level required? YES / NO (circle applicable answer)
4.5 Waiver of orientation interview by Investor? YES / NO (circle applicable answer)

* **NOTE 1:** If the answer to section 4.1 of this annexure is “YES”, please affix copies of the ID document/passport of the oldest Client under this contract, and a duly completed **Annexure 9: Application for exemption**

****NOTE 2:** If the answer to section 4.4 of this annexure is “YES”, please affix **Annexure 2: Additional Care Services** with signatures by both parties.



Annexure 2: Additional Care Services

<Attach the quotation from the Care Manager here (duly signed by both the Care Manager and the Client), following the Orientation interview referred to in Clause 8.3 of this agreement>



Annexure 3: Clearance Certificate

The certificate shown below will be completed by the Care Manager upon finalisation of this agreement, and copies sent to the Sales Agent as well as the Managing Agent of the Scheme.



macadamia care
people who care about people

MACADAMIA CARE – INCOMING RESIDENTS CLEARANCE CERTIFICATE

This is to certify that (insert resident's name/s):

1. _____
2. _____

of unit No. _____ situated at _____ (Scheme) owned by _____

Identity or Registration No. _____ (Proposed or Registered Owner) have met with the following criteria:

1. Have met personally with the Care Manager on _____ (full date) as part of the introduction to the Scheme and have signed the Care Availability Agreement as required by the Conduct Rules.
2. Have Completed the Resident Information Sheet.

And that (in the case of the sale of a unit)

3. The Seller of the abovementioned Unit owned by _____ (current Registered Owner), has paid the Care Availability Fee up to date as well as the prescribed three months advance payment. (Statement reflecting as much to be held on File)

For MacCare NPC _____ (signature of Care Manager)

Date : ____/____/20____



Annexure 4: Macadamia Care Conduct Rules

<Attach here the latest version of the Macadamia Care Conduct Rules. Each page is to be initialled by the Client>



Annexure 5: Bank Debit Order Instruction

<Attach here the completed and signed Bank Debit Order, if applicable>



Annexure 6: Call4Care User Information

<Attach here the completed and signed Call4Care monitoring service User Information sheet>



Annexure 7: Authorised resolutions with respect to exemptions

<Attach here all authorised resolutions by the governing body of the Scheme related to the matter of exemptions referred to in clause 6>



Annexure 8: Expense makeup of the Service Provider

In the 2016 budget cycle, the makeup of expenses of the Service provider were as follows:

Labour	70%
Food	15%
Equipment	5%
Electricity	5%
Petrol	2.5%
Other	2.5%



Annexure 9: Application for exemption from Care Availability Fee

I, the undersigned hereby apply for a one-year exemption from the Care Availability fee on the basis that the oldest person residing in my unit is under the age of 60 at end of the calendar year for which I am applying. I understand that any exemption granted is subject to agreement by the governing Association of the village and I undertake to inform Macadamia Care as soon as the conditions for any exemption are no longer valid. The exemption is only granted if this application is signed by an authorised representative of Macadamia Care (Pty) Ltd.

1 Details of the (oldest if a couple) Client

1.1 Name: (the older "Client")

1.2 ID No:

1.3 Village: (the "Scheme")

1.4 Physical address or unit number: (the "Unit")

1.5 Care Centre: (the "Care Centre")

2 Exemption application outcome

2.1 Exemption granted? YES / NO (circle applicable answer)

2.2 Full or partial Exemption granted? FULL / PARTIAL (circle applicable answer)

2.3 Exemption start date:

2.4 Exemption end date:

2.5 Resultant Care Availability Fee: R

3 Authorisations

Signed at: _____ on _____ (insert date)

Client signature

Macadamia Care representative signature



Annexure 10: Application for emergency response service before Occupation

I, the undersigned hereby apply for early access to the emergency response 24/7 service provided through the Service Provider. I understand that the full Care Availability fee is due and payable and that the equipment provided in order to provide the service at my current address remains the property of the Service Provider and must be returned to the Service Provider should this contract terminate for any reason whatsoever, and in any event as soon as I take up Occupation in the Scheme.

Service provision is subject to final confirmation by the outsourced service provider, as first-responder services need to be available in the area of the Current Address where temporary services are required.

This temporary service is subject to termination at any time prior to Occupation, at the sole discretion of the Service Provider.

1 Details of the Client

1.1 Name: (the "Client")

1.2 ID No:

1.3 Village: (the "Scheme")

1.4 Physical address or unit number: (the "Unit")

1.5 Care Centre: (the "Care Centre")

1.6 Physical Address for temporary service:

.....

..... (the "Current Address")

1.7 Telephone number at Current Address:..... (the "Home number")

2 Authorisations

Signed at: _____ on _____ (insert date)

Client signature

Macadamia Care representative signature