



macademia care
people who care about people

CONDUCT RULES

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1 PRELIMINARY

1.1 OPERATION AND MANAGEMENT

The Care Centre is *operated* by MacCare NPC. (hereinafter Macadamia Care)

The Care Centre is *managed* by a Care Manager appointed by Macadamia Care, together with a Care Centre Administrator.

The Care Manager is the representative of Macadamia Care.

1.2 APPLICABILITY

- 1.2.1 These Conduct Rules as amended from time to time, are applicable to and binding upon the clients of Macadamia Care.
- 1.2.2 It shall be the responsibility of Residents to ensure compliance with these Rules by visitors to the Care Centre.
- 1.2.3 A Resident is strictly liable for payment in respect of any damages caused by him and for any penalty imposed on him or on any person referred to in rule 1.2.2.
- 1.2.4 Where the Care Centre forms part of a larger estate and is subject to the rules of an over-arching association of some sort, every attempt is made to incorporate applicable rules in these conduct rules.
- 1.2.4.1 Given that this Care Centre and the Resident are subject to various association rules as they may be amended from time to time, residents are encouraged to become acquainted with such rules.
- 1.2.5 The Care Manager may impose rules that are more restrictive than those of the higher-level association (e.g. pet rules and age rules), but is not at liberty to set rules that contravene Association rules by being less restrictive.

1.3 DEFINITIONS AND INTERPRETATION

- 1.3.1 "Resident" shall mean all residents of the Scheme that have entered into a care agreement with Macadamia Care.
- 1.3.2 "Scheme" means the housing development scheme which is served by the Macadamia Care Care Centre.
- 1.3.3 The rule headings are for convenient reference and shall be disregarded in interpreting these Rules.
- 1.3.4 Unless the context clearly indicates a contrary intention:-
 - 1.3.4.1 The singular shall include the plural and vice versa; and
 - 1.3.4.2 A reference to any one gender shall include the other genders; and
 - 1.3.4.3 A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- 1.3.5 When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- 1.3.6 Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.

1.4 RELAXATION OF RULES

- 1.4.1 No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Care Manager at any time.

1.5 DIRECTIVES

- 1.5.1 The Care Manager may from time to time issue Directives in connection with any Conduct Rule.

- 1.5.2 The Directives shall provide direction as to the practical application of a Conduct Rule. The Care Manager may through his Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule.

2 CONDUCT RULES APPLICABLE TO ALL RESIDENTS

2.1 GENERAL CONDUCT

- 2.1.1 Residents are to conduct themselves in such a manner so as not to be a disturbance to Residents in the Care Centre.

2.2 LEVIES, CARE LEVELS AND DEPOSITS

- 2.2.1 Residents are liable for the following:
- 2.2.1.1 Payment of the service fee as detailed in Resident's Care Availability and Attentive Care Agreements and as invoiced monthly by the Care Manager or her nominated subcontractor;
 - 2.2.1.2 Payment for additional services as contracted directly with Macadamia Care;

2.3 COMMUNICATION

- 2.3.1 All communication with Macadamia Care must be made through the Care Manager and in his\her absence through a delegated representative.
- 2.3.2 Residents are requested to address their communications in writing (if possible) through the following channels and in the sequence listed below:
- 2.3.2.1 The Care staff
 - 2.3.2.2 The Care Manager
 - 2.3.2.3 Any member of the Macadamia Care Executive
 - 2.3.2.4 A Director of Macadamia Care
- 2.3.3 Residents are requested to adhere to the abovementioned guidelines and use the channels of communication in the sequence indicated. So as to respect the role of the Care Manager, Macadamia Care will not address communications that have not been addressed through the abovementioned procedure.
- 2.3.4 The Care Manager's office hours are from 08h00 to 16H00 Mondays to Fridays excluding weekends and public holidays.

2.4 SIGNS AND NOTICES

- 2.4.1 Where the Care Manager makes use of an official notice board for communication, such notice boards should be checked regularly by Residents. Notices may only be placed on such notice boards with the Care Manager's permission, and where such notices are in the form of physical paper notices (as opposed to electronic notices), such notices must be signed by the Care Manager and carry a date for removal thereof.

2.5 EMPLOYEES

- 2.5.1 Residents are not permitted to give instructions to staff. Any request for service must be made through the Care Manager.
- 2.5.2 Residents are requested to refrain from giving gifts to; and tipping staff. Staff are not permitted to borrow money or accept gifts, tips or other forms of additional reward for services rendered. Residents are requested to inform the Care Manager should any person attempt to solicit money or material goods.
- 2.5.3 Under no circumstances may Residents make loans to staff.
- 2.5.4 Complaints against any staff member must be made to the Care Manager in writing.
- 2.5.5 Work areas and staff quarters are out of bounds to Residents.

2.6 ABSENCES FROM THE SCHEME

- 2.6.1 Residents are requested to inform Macadamia Care of their intention to be away from the Scheme overnight, so as to aid the Care Manager in the event of an emergency or an evacuation for whatever reason.
- 2.6.2 Residents are requested to inform the Care Manager in writing of their intention to be away from the Scheme for extended periods of time and to leave instructions with regard to their mail and related matters.

2.7 CARE SERVICES

- 2.7.1 All residents that require service from Macadamia Care are required to enter into a Care Availability Agreement or Attentive Care Agreement with Macadamia Care.
- 2.7.2 It is Macadamia policy to check on Residents at least once daily. This is done in the interest of the Resident's wellbeing and Residents are requested to give their full co-operation in this regard. Routine checks that the emergency systems are functioning are conducted at least once per quarter.
 - 2.7.2.1 If a daily wellbeing check is not required, please indicate this on the Care Availability Agreement or notify the Care Manager in writing, signed by all occupants of the unit.
- 2.7.3 Macadamia Care Centres are not registered nursing homes, thus certain levels of specialised nursing or medical care cannot be provided.
- 2.7.4 While many of the staff are nurses or trained carers, the service provided addresses the basic needs of daily living for those who can no longer do these for themselves. As far as possible Residents are encouraged to remain as independent as possible but to have no hesitation in taking advantage of the help available.
- 2.7.5 Families remain extremely important as do regular contacts with friends. It is in the best interests of the individuals that personal outings and social activities be maintained as long as the Resident is able and interested.
- 2.7.6 The use of pictures and photographs are useful to keep memories alive as well as bringing a sense of home and family to dwelling units. Please keep the quantity of furniture and ornaments in the bedroom to a level where the ability of the staff to keep the room clean is not compromised.
- 2.7.7 Arrangements for temporary admission to a sick bay are to be made through the Care Manager. A daily charge will be levied if the service is utilised in excess of the allowable days in terms of the Care Availability Agreement.
- 2.7.8 Residents who require medical attention must call their own doctors and will bear the cost thereof. In the event of a Resident for any reason failing to do so, if it is in the best interest of the resident in the opinion of the Care Manager, the Care Manager reserves the right to call a doctor at the Resident's expense.
- 2.7.9 Residents are kindly requested to advise the Care Manager of any change in health in order to allow the staff to render the most appropriate care.
- 2.7.10 Every Resident is encouraged to participate in occupational therapy when scheduled as it is beneficial in maintaining physical and mental wellbeing.
- 2.7.11 Residents are advised to be thoroughly examined by their doctor at least once per year. Macadamia Care reserves the right to call for a medical examination if that is deemed necessary, in the interest of the resident.
- 2.7.12 Macadamia Care will be the sole provider of care for all residents of Assisted Living units. Casual nursing and care workers will not be permitted within Assisted Living units unless authorised and agreed to in writing by the Care Manager.
- 2.7.13 Should Residents of the Scheme wish to employ external care workers in their private homes, unless such care workers are absorbed into the staff complement of Macadamia Care beforehand and fall under the sole supervision of Macadamia Care, Macadamia Care cannot accept responsibility for the work undertaken by those carers. The Resident hereby accepts all responsibility and liability for the actions of those care workers and indemnifies Macadamia Care.
- 2.7.14 When a Resident is in need of medical care which cannot be reasonably provided in their private home, through consultation with the Resident, medical practitioner and family, Macadamia Care Centre management may recommend that the resident move from their home to the Care Centre. The cost of this will be determined at the time, and be for the account of the resident.

- 2.7.15 Macadamia Care does not provide personal toiletries or additional incontinence products. The family can either bring these items in or arrange for a supplier to provide them on account; in this arrangement the Care Centre staff can then order directly as they do medications.
- 2.7.16 Appointments to visit the hairdresser or to be seen by the podiatrist can be made by the Care Centre.

2.8 LAUNDRY SERVICES

- 2.8.1 A laundry service is provided by Macadamia Care and a basic laundry service is included in the care service fee for all residents of the care centre and Assisted Living units. All laundry must be clearly marked with the resident's name. No exposed laundry is allowed outside the unit or on patios.
- 2.8.2 Every effort is made to ensure that all laundered items are returned to the correct person.
- 2.8.3 Arrangements can be made with the Care Manager for additional laundry services for an additional service fee.
- 2.8.4 Residents are requested not to send very delicate or pure wool items as damage can occur. These items need to be laundered privately.

2.9 CLEANING SERVICES

- 2.9.1 A domestic cleaning service is provided by Macadamia Care and a basic cleaning service is included in the care service fee for all residents of the care centre and Assisted Living units.
- 2.9.2 Arrangements can be made with the Care Manager for additional cleaning services for an additional service fee.

2.10 CATERING SERVICES

- 2.10.1 Meals will be served in the designated dining room, according to Care Availability Agreements and at times as determined by the Care Manager to suite seasonality and other operational matters.
- 2.10.2 Residents are requested to inform the Care Manager in advance of their intention to have guests for a meal. The normal guest meal charge will be charged.
- 2.10.3 Dietary restrictions of a medically diagnosed nature must be brought to the attention of the Care Manager by the Resident. Provision will where possible be made to accommodate such diets, sometimes at an additional cost to the Resident.
- 2.10.4 Residents are requested not to remove any goods, crockery or cutlery from the dining room.
- 2.10.5 Private functions can be arranged with the Care Manager. The cost will be for the Residents account.

2.11 SAFETY AND SECURITY

- 2.11.1 All visitors and guests to the Care Centre are required to sign in at the entrance.
- 2.11.2 Visitors to residents of the Care Centre are welcome at any time except bath, meal and bed time.
- 2.11.3 Money and valuables must be kept locked away at all times. In the event of the loss or theft of any such items you are encouraged to notify the Care Manager immediately.
- 2.11.4 Residents must at all times ensure that the security and safety of all Residents and their property are preserved, and in particular must-
 - 2.11.4.1 ensure that upon entering or leaving the premises, all security doors and gates are properly closed;
 - 2.11.4.2 ensure that such doors and gates are never opened for unknown or uninvited persons;
 - 2.11.4.3 ensure that front door keys are removed from the lock before retiring at night so that the Care Manager will be able to enter the unit in any emergency by using the master key, if such arrangements have been made.
- 2.11.5 While every effort is made to keep the residents safe, falls and injuries can occur from time to time. The procedure in the event of such an incident is that the family will be notified. The Care Centre staff on duty will determine whether the injury is such that a doctor needs to be called. The family is also free to request that a doctor be called.

2.12 PARKING AND DRIVING OF VEHICLES

- 2.12.1 No Resident shall park or stand any vehicle upon the Care Centre property or permit or allow any vehicle under the control of a visitor to be parked or stood on the Care Centre property, without the consent of the Care Manager in writing.
- 2.12.2 All Residents shall:-
 - 2.12.2.1 Observe all road signs on the Care Centre property;
 - 2.12.2.2 Ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the Care Centre property or in any other way deface the Care Centre property including the exit and entrance *gates*. Non compliance shall be subject to the imposition of a fine in terms of Conduct rule 2.18;
- 2.12.3 Residents and their visitors shall not:-
 - 2.12.3.1 Drive their vehicles within the Care Centre property in any manner that creates a nuisance;
 - 2.12.3.2 Allow any unlicensed person to drive any vehicle within the Care Centre property;
 - 2.12.3.3 *Be allowed to play music* in excess of 7 decibels above the ambient sound from a stationery vehicle.
- 2.12.4 The parking of vehicles upon the Care Centre property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the Management or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his or her vehicle having been parked on the Care Centre property.
- 2.12.5 The Care Manager may in accordance with rule 2.17 cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the Care Manager from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
- 2.12.6 Notwithstanding the provisions of rule 2.12.5, a Resident who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, shall be subject to the imposition of a fine in terms of rule 2.18.

2.13 USAGE OF UNITS, EXCLUSIVE USE AREAS, CARE CENTRE PROPERTY AND RELATED MATTERS

- 2.13.1 All persons in the Care Centre property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Care Manager whatsoever of nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Care Manager shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the Care Centre property, its amenities or in the individual Units nor for any act done or for any neglect on the part of the Care Manager or any of the Care Manager's employees, agents or contractors.
- 2.13.2 No Resident may remove any shrub, tree or plant on or in the Care Centre property.

2.14 SMOKING

- 2.14.1 No Resident may smoke in the Care Centre.

2.15 NOISE, DISTURBANCE AND NUISANCE

- 2.15.1 The horns of motor vehicles may not be sounded at any time on the Care Centre property, except as a warning of imminent danger in the case of an emergency.

2.16 INSURANCE

- 2.16.1 The Service Provider's insurance does not cover the loss, misuse or theft of any personal belongings.

2.17 CONTRAVENTION OF RULES

- 2.17.1 Should a Conduct Rule be contravened, the Care Manager may:-
- 2.17.1.1 impose a fine in terms of rule 2.18, or
 - 2.17.1.2 obtain an interdict, or
 - 2.17.1.3 take appropriate action at the risk and cost of the Resident, including actions such as removing vehicles, clamping vehicles or arranging for a clamped vehicle to be released subject to the payment of a release fee, or
 - 2.17.1.4 impose more than one of the abovementioned options.

2.18 IMPOSITION OF PENALTIES

- 2.18.1 If the conduct of a Resident of a Care Centre Unit or his visitors or guests constitutes a nuisance in the opinion of the Care Manager, or if such a Resident or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Care Manager may furnish such Resident with a written notice which may at the discretion of the Care Manager be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine, will be imposed.
- 2.18.1.1 If the Resident nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Care Manager may impose a fine.
 - 2.18.1.2 Any fine imposed, may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the service fee which a Resident is obliged to pay in terms of their Care contracts and claimed by the Care Manager as part of the monthly fees due by the Resident.
 - 2.18.1.3 The Care Manager may, from time to time, determine the amount of the *initial* and *subsequent* penalties and periods of suspension.

3 CONDUCT RULES APPLICABLE ONLY TO RESIDENTS OF THE CARE CENTRE

3.1 EMPLOYEES

- 3.1.1 No outside domestic help or any other regular assistance from outside the village will be permitted within the Care Centre itself.

3.2 CARE SERVICES

- 3.2.1 Under certain circumstances, Macadamia Care allows younger persons in need of services to be admitted. Such circumstances are exceptional and are only accepted with the prior permission of Macadamia Care board of directors.
- 3.2.2 Macadamia Care will be the sole provider of care for all Care Centre residents. Casual nursing and care workers will not be permitted on the Care Centre property unless authorised and agreed to in writing by the Care Manager.
- 3.2.3 Macadamia Care reserves the right of acceptance or rejection of any applicant as a permanent resident of the Care Centre. All applicant residents will be interviewed by Care Centre Management. Documentation including an application form, medical report, assessment form etc. must be completed prior to acceptance. If the applicant is accepted, an Attentive Care Agreement will then be signed by both parties detailing level of care and service fee. This will normally be in line with the standard levels of service and levies offered but can include additional services / charges according to the needs of the resident. Charges will be altered from time to time as a result of inflation or changes in the required services to the Client.

3.3 CATERING SERVICES

- 3.3.1 All meals per month for one person are included in the basic service fee of Care Centre residents.

- 3.3.2 Daily routines are necessary for the smooth running of the Care Centre, and to provide a sense of stability for residents. Care Centre Residents are expected to be up and dressed daily and eat all their meals in the dining room unless they are unable to, due to illness or frailty.
- 3.3.3 Residents may not store private provisions in the pantry or cold storage of the Care Centre.

3.4 SAFETY AND SECURITY

- 3.4.1 Certain Macadamia Care Centres employ CCTV systems in order to monitor staff and to deter theft and other abusive practises. Because all camera systems have limited storage, residents are required to report any incident within 72 hours of occurrences so that the footage can be reviewed before it is overwritten.
- 3.4.2 Personal belongings must not be left in the public areas of the Care Centre.
- 3.4.3 Staff must be informed in the event that new or additional items are brought in for a Care Centre Resident by family or friends so that the inventory can be amended. Equally should any items be taken out please tell the staff so that there is an explanation if items go missing.
- 3.4.4 It is not advisable to keep money, credit cards, cheque books, expensive jewellery and any other items of value in the Care Centre.
- 3.4.5 All Residents are requested to adhere strictly to the emergency evacuation drill procedures and exercises held from time to time.
- 3.4.6 Firearms are not permitted in the Care Centre.
- 3.4.7 Residents are asked to report any suspicious person seen in the buildings, grounds or immediate vicinity to the Care Manager immediately.
- 3.4.8 Loose mats/carpets constitute a potential hazard and are not encouraged. Hot water bottles, electric blankets, kettles, toasters, microwaves and bar heaters are not permitted for safety reasons.
- 3.4.9 Residents must at all times ensure that the security and safety of all Residents and their property are preserved, and in particular must-
 - 3.4.9.1 comply with any further security measures implemented by the Care Manager;
 - 3.4.9.2 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Care Manager.
- 3.4.10 No Resident is permitted to use any Care Centre fire-fighting equipment for any purpose other than to fight fires.

3.5 MAIL AND DELIVERIES

- 3.5.1 Mail sent to Care Centre Residents will be either be delivered directly to the Resident's room or placed in the Residents central mailbox for collection by the Resident.
- 3.5.2 Deliveries to Care Centre Residents may be made for the attention of the Care Manager, however the Care Manager does not accept any liability in respect thereof.
- 3.5.3 Residents must make their own arrangements for payment of C.O.D. items.

3.6 ELECTRICITY AND WATER

- 3.6.1 The cost of water, sewerage and electricity (both personal and common) is included in the monthly service fee of Care Centre residents.
- 3.6.2 Residents are requested to exercise economy in the use of water and electricity and to ensure that all taps are securely closed and waste plugs are left open when absent from the units.
- 3.6.3 Care Centre Residents are requested to report leaking taps and pipes to the Care Manager without delay.

3.7 TELEPHONY, INTERNET AND PAY-TV

- 3.7.1 If so desired, Care Centre Residents may arrange for the installation of a landline telephone. Cell phones are sometimes problematic due to the potential for loss/theft. Television and radio are permitted with the proviso that these do not disturb other residents. There is a television for the use of all residents in the lounge.
- 3.7.2 Telephone, internet and pay-television services installation, rental and usage is for the Care Centre Resident's account unless central services are available from Macadamia Care, in which case the provision of the service to the unit will be included in the service fee, but the cost of terminal equipment (e.g. DSTV decoder, WiFi routers and telephone instruments) and the usage thereof will be for the Resident's account.

3.8 LITTERING

- 3.8.1 A Resident shall not deposit, throw or permit or allow to be deposited or thrown, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever in the Care Centre property.
- 3.8.2 In particular, a Resident may not throw any material or object out of window or over passage walls.
- 3.8.3 A Resident shall remove all items when clearing his post-box and shall dispose of any unwanted items in a suitable refuse container.

3.9 ANIMALS, INSECTS & REPTILES

- 3.9.1 A Care Centre Resident shall not keep any pets on the property, however Macadamia Care may retain a house pet for purposes of therapy or companionship.
- 3.9.2 Visitors will not be permitted to bring any animal onto the Care Centre premises without the prior permission of the Care Manager.
- 3.9.3 Upon the breach of, or non-compliance with this Rule, the Resident may become liable for a fine imposed in terms of rule 2.18.
- 3.9.4 In certain circumstances, the Care Manager may apply to a Court having jurisdiction, for an order or interdict for the removal of the animal, insect or reptile from a Care Centre room or the Care Centre property, and the Resident of the relevant Unit shall be liable for such costs.

3.10 INTERNAL MAINTENANCE, DAMAGE AND MINOR ALTERATIONS WITHIN THE CARE CENTRE

3.10.1 MAINTENANCE

- 3.10.1.1 Internal maintenance of Care Centre units is for Macadamia Care's account.
- 3.10.1.2 Anything within the Care Centre requiring maintenance or repairs should be brought to the Care Manager's attention during office hours or at other times to the senior staff member on duty where urgent attention is necessary.

3.10.2 MINOR ALTERATIONS

- 3.10.2.1 As far as minor alterations, fixtures or additions are concerned, a Resident of a Care Centre unit shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Unit or Care Centre property without first obtaining the written consent of the Care Manager.
- 3.10.2.2 A Resident or person authorized by him or her shall not construct, attach to, fix to any part of the Care Centre exterior buildings, including balconies, or place or construct on, or fix to any part of the Care Centre property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, air conditioners, canopies, awnings, shade covers, steps or similar items without the prior consent of the Care Manager, who may attach reasonable conditions to his consents.
- 3.10.2.3 The Care Manager's consent for such alterations as contemplated in rule 3.10.2.2 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the Resident is responsible for the immediate removal of the items, at his or her own cost. Should a Resident fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove given by the Care Manager, the Care Manager may have same removed at the risk and expense of

the Resident concerned, who shall have no recourse against the Care Manager, employees or contractors for any damage resulting therefrom.

3.11 APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE CARE CENTRE PROPERTY

- 3.11.1 The Resident of a Care Centre Unit shall not place or do anything on any part of the Care Centre property, or a Unit, including but not limited to balconies, patios, stoeps and gardens which, in the discretion of the Care Manager, is aesthetically displeasing or undesirable when viewed from the outside.
- 3.11.2 Care Centre Residents shall ensure that Units are provided with adequate curtaining or blinds at all times within 7 (seven) days of taking occupation.
- 3.11.3 Care Centre Residents and their visitors may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Care Centre property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.
- 3.11.4 Should a Resident place, do or store anything contrary to this rule, the Care Manager may require a Resident to remove such object in accordance with rule 2.17.
- 3.11.5 A Resident who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of rule 2.18.

3.12 STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 3.12.1 A Resident shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the Care Centre property which will or may increase the rate of the premium payable by the Care Manager on any insurance policy or which would render void any insurance effected over the property.

3.13 USAGE OF UNITS, EXCLUSIVE USE AREAS, CARE CENTRE PROPERTY AND RELATED MATTERS

- 3.13.1 In the event of damage of whatsoever nature being caused to the Care Centre property, including exclusive use areas, by a Resident or any of their visitors, contractors or employees, the Resident will be responsible for the costs of such repair.
- 3.13.2 The Care Manager or his agent's representatives, shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 3.13.3 The transportation or moving of any furniture or heavy or bulky goods is the responsibility for the Resident and the repairing of any damage to any Unit or part of the Care Centre property as a result of such activity shall be that of the Resident concerned (who will be responsible for his lessee)

3.14 SMOKING

- 3.14.1 In keeping with the spirit of section 2 (1) (c) of Act 23 of 2007 and in recognition of the health and safety risk posed by smoking to older persons, smoking is not permitted in residential units, given that the unit is part of buildings used for the purposes of the care of aged and frail persons.

3.15 NOISE, DISTURBANCE AND NUISANCE

- 3.15.1 No Resident may permit anything to be done in his or her Unit, or anywhere in the Care Centre property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Residents of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the Care Manager would constitute a nuisance or an invasion of the right of privacy of other Residents.
- 3.15.2 All Resident shall maintain quietness between 22h00 and 07h00.
- 3.15.3 At all times other than as referred to in rule 3.15.2, all television, radio and other appliances emitting sound, including musical instruments, should be kept at audio levels which are within 7 decibels of the ambient sound.