

(Updated 15/1/2013)

AVALON ASSOCIATION **TERMS & CONDITIONS & CODE OF CONDUCT** **AGREEMENT**

RESIDENT : _____

1. PARTIES

The parties to this agreement are:

- 1.1 Avalon Association
- 1.2 Resident
- 1.3 Guardian

2. DEFINITION OF TERMS

- 2.1 'The Facility' means Avalon Association
- 2.2 'Resident' means the person occupying a room or a space in the Facility
- 2.3 'Guardian' means the person responsible for the resident

3. FEES

- 3.1 The fees payable are..... per month. This fee is linked to the type of room allocated to the resident and according to the residents' income. The fees are reviewed annually and increased every year (normally at the beginning of April). This amount is to be paid monthly in advance to the Facility by debit order at the nominated address or directly into the bank account not later than on the seventh day of each month.
- 3.2 If a rental fee is set and your income changes at any time this must be disclosed to management immediately so that your rent can be adjusted accordingly by the Executive Committee.
i.e. If only on a disability grant, then you go on a learnership or get temporary or permanent employment.
If extra income is not disclosed it could lead to dismissal from the facility.

The Bank Account Details are:

Account Name : Avalon Association
Bank : Nedbank
Branch : Eastgate

Branch Code : 192 405
Account Number : 1924 061 740
Type of Account : Cheque

- 3.3 The fees include accommodation, meals, laundry, caregiving and limited nursing (at the discretion of the Registered Nurse) when required. If the Registered Nurse feels you need to be taken to Hospital this will be done. This cannot be refused by the Resident. The fees payable to the Hospital will be for the account of the Resident, not Avalon.
- 3.4 Transport to hospital is included in the fees. A nominal transport levy is charged in addition to monthly fees to transport residents to places of work, personal and social events and this levy is determined by the Facility.
- 3.5 The Executive Committee may from time to time, at its sole discretion, be entitled to increase the fees payable by the residents, should the Executive Committee decide to increase said fees, the Committee undertakes to inform the resident in writing of this decision 30 (thirty) days prior to the fee increase. This will be in consideration of any cost increases, variation in subsidies received by the Home in respect of the residents and other factors that, in the Home's opinion, need to be taken into consideration in determining the unit costs of the Home.
- 3.6 Should the government for any reason terminate, withdraw or cancel the funds given to the Facility to subsidise the resident's accommodation fees or where the government withdraws, terminates or cancels the disability grant or pension allocated to the residents, the resident or guardian shall be liable to any amounts due to the Facility in terms of this agreement.
- 3.7 Pensions and Government grants are to be paid into the Avalon account and administered by Avalon Association. This will be used firstly against the fees payable to Avalon.
- 3.8 The resident agrees that, notwithstanding all other terms contained in this agreement, the following will be the responsibility of the Resident: All pharmaceutical, assistive and living devices, i.e. nappies, gauze, linen savers, catheters, urostomy bags, gloves, dressings, dressing medication etc.

4. DEPOSIT

A deposit equal to one month's fees is payable prior to admission. This deposit will be refunded when the resident leaves the facility after one month's notice. Any outstanding debts due to Avalon will be offset against the deposit.

5. RULES and CODE OF CONDUCT

The Rules and the Code of Conduct of the Facility are attached hereto as Annexure 1. Residents are required to sign receipt thereof.

The Executive Committee of the Facility reserves the right to vary, amend, rescind or add to any or all of the rules from time to time.

6. INDEMNITY FORM

Residents are required to sign the Indemnity Form attached hereto as an Annexure 2.

7. PROBATIONARY PERIOD

Admission to the Avalon Association will initially be on a three month trial basis to afford both the residents and the Management committee the opportunity to ascertain whether our Facility is, in fact, the accommodation best suited to the resident's needs. If the Facility is deemed not to be a suitable placement during this time, the resident will be requested, in writing, to leave within a period of 2 months. It will then be the responsibility of the family to remove the resident from the Facility and find suitable alternative accommodation.

8. BREACH

8.1 Should the resident:

- a) Fail to pay any amount due in terms of this agreement on the due date or;
- b) Commit any other breach of any terms of this agreement read together with the annexures, as amended from time to time, or
- c) Fail to remedy such breach after being given written notice to that effect or;
- d) Constant breach of any of the terms of this agreement;

Then the Facility shall be entitled without prejudice to forthwith cancel this agreement and give the resident notice to vacate the room or space he/she is occupying within a calendar month.

8.2 Should the Facility cancel this agreement and the resident/guardian dispute the Facility's right to do so and remains in the occupation of his/her room, then the resident/guardian shall, pending the determination of the dispute, continue to pay all amounts due by him/her in terms of this agreement on the due dates thereof.

9. TERMINATION OF RESIDENCE

The Executive Committee (in consultation with the General Manager) reserves the right to cancel this agreement and give the resident notice to vacate the room or space he/she is occupying within a calendar month.

- 9.1 If it is their opinion that his/her continued residence at the Facility endangers the security of other residents, and/or staff
- 9.2 If, in the opinion of the Executive Committee, such a resident's physical and/or mental condition has deteriorated to a point where the Committee considers it can no longer provide adequate care or meet the needs of the resident

- 9.3 If the resident has failed to make prompt payment of the monthly rent/fees due to the Facility
- 9.4 The behaviour/presence of the resident in the Facility becomes such that the situation becomes intolerable for staff and/or other residents
- 9.5 The resident is in breach of this agreement as stipulated in point 8 of this agreement.
- 9.6 Refuses to comply with any regime as prescribed by the professional staff and/or doctor of the resident including medication compliance and dietary requirement and compliance.
- 9.7 Misuse of alcohol, prescription medication, over the counter medication or illegal drugs.
- 9.8 Provides for, gives or sells to another resident any of the abovementioned substances.
- 9.9 Withholding from staff, prior to admission to Avalon, any medical condition (including any diagnosed mental condition), substance abuse, non-compliance with medication, aggressive behaviour, suicidal behaviour or any legal convictions.
- 9.10 Malicious damage to and/or theft of any property belonging to Avalon, its staff or any resident.
- 9.11 Borrowing from or lending monies to any other resident or staff member.
- 9.12 The Home reserves the right to give 24 hours notice to the resident should his/her behaviour constitute a threat to the Home or its residents.
- 9.13 In the event of non-payment of the monthly fees, the Home reserves the right to evict the resident within 2 weeks from due date of said payment.
- 9.14 In the event that a resident deteriorates physically and or mentally to the extent that the Home is not able to care for them any longer. The onus will be on the family and/or guardian to find another more suitable institution to care for them.

10. VACATING THE FACILITY

Permanent residents wishing to leave the Facility are required to give the General Manager one calendar month's notice.

The resident and guardian are required to sign the attached agreement, Rules, Code of Conduct and Indemnity form and return prior to admission.

(Updated 15/1/2013)

AGREEMENT

Between

(Resident's Name – print)

(Guardian's Name – print)

And

I, _____ have read, understood and agree to
(Resident's Name – print)
the terms and conditions as set out in the attached agreement and
addendums. I understand that by signing this agreement I bind myself
to the terms & conditions therein.

I, _____ have read, understood and agree to
(Guardian's Name – print)
the terms and conditions as set out in the attached agreement and
addendums. I understand that by signing this agreement I bind myself
to the terms & conditions herein.

SIGNATURES

RESIDENT

DATE

GUARDIAN/CO-SIGNATORY

DATE

AVALON REPRESENTATIVE

DATE

WITNESS

DATE

AGREEMENT RE: FEES PAYABLE & ARREARS

I undertake to pay the amount of R _____ at the rate of R _____ per
month towards my debt commencing on _____

SIGNED

DATE

1. WITNESS

DATE

2. WITNESS

DATE