

The Portuguese Welfare Society South Africa

Application for residency at Lar Santa Isabel

DATE OF APPLICATION: _____

Application forms, that lack essential information and/or are not complete, will be repudiated and will result in untimely management. For effective resident screening and assessment, it is important that the application be suitable for appraisal. The following application form is thus to be fully completed in a truthful and comprehensible manner.

Your co-operation is highly appreciated!

FOR OFFICE USE ONLY:	



APPLICATIONS AND ADMISSION POLICY:

- Application forms are available from Reception.
- Once the forms have been completed, please email them to manager@larstisabel.co.za
- Please note that all sections of the application form must be filled in and all questions answered truthfully and in a comprehensible manner. Failure to complete the form in full will result in the application being discarded alternatively delay in processing the application
- All applications must be screened, and once approved shall be placed on a waiting list for admission as soon as a suitable bed is made available.
- Please attach the following documentation to your application form:
 - ✓ Certified Copy of Portuguese and South African Identification document of the Resident.
 - ✓ Certified Copy of Portuguese and South African Identification document of the person(s) responsible for the account.
 - ✓ 1 x Coloured Identity Photo of the Resident.
 - ✓ Copy of the Resident's will.
 - ✓ Proof of address (not older than 3 months) of the person responsible for the account.
 - ✓ Certified copy of the Resident's Medical Aid card (if applicable).
 - ✓ Bank Statement (not older than 3 month) of the intended account for which the fees will be debited by Debit Order.
 - ✓ Copy of Identification document and bank statement (not older than 3 months) of the person signing Surety for all shortfalls in fees.
 - ✓ Proof of deposit equivalent to two (2) months of the monthly accommodation fee, deposited into The PWS bank account.
- Where the Resident is unable to complete and/or sign the application due to loss of memory or advanced infirmity, The PWS, shall consider, in such special circumstances, for the application to be completed and/or signed by the next of kin. Such application is to be certified by a Commissioner of Oaths, thus attesting that the information provided by the next of kin, in respect of the Resident, is to the best of his/her knowledge, true and correct.
- The Resident or next of kin who signs on behalf of the Resident concedes that the Rules and Regulations for admission to the applicable home, is accepted and that The PWS reserve the right to invoke some, or all conditions (such rules and regulations) should the occasion present itself.

Initial: _____



- In the event of the death of the Resident documentation and personal effects will be handed over to the person signing the form (Undertaking of Next-of-Kin) alternatively should the PWS be unable to contact the aforesaid then one of the other Next-of-Kin listed in the application form will be contacted. Should The PWS not be able to reach any of the listed Next-of-Kin then such personal effects and documentation will be handed to the Executor of the Estate. Funeral arrangements must be dealt with within 12 hours of the death of the Resident. The PWS takes no responsibility over any matters relating to the estate of the Resident upon death.
- Residents (or those responsible for him/her) shall give **one calendar months' notice**, in writing no later than the last day of the preceding month, of intention to leave the Home. Should there be a breach by the Resident in adhering to the rules and regulations including outstanding monies to the PWS, the PWS, reserves the right to remove such Resident from the home. The Right of admission is reserved by the PWS.

Initial: _____



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SECTION A: DISCLAIMER

In terms of Section 49 of the Consumer Protection Act, we specifically draw your attention to each terms and conditions below, which by virtue of signature to this application, stipulates that you have read, understood and agreed to the terms and conditions below.

Every reasonable precaution is taken by the PWS, to ensure the Resident's enjoyment, comfort and safety whilst residing in our facility. However, you as the Resident or Resident's next of kin acknowledge and agree that there may be risks involved/associated with the Resident's stay and by signing this application, you agree that:

1. You, as the Resident or Resident's next of kin, including your visitors, specifically indemnity and hold harmless The PWS, its agents and or employees against any claims, damages, liability or responsibility for any harm, injury, damages or loss to yourself or any person, including to property (assets, goods or items brought onto the premises) of whatsoever nature and howsoever arising from or connected with your (Resident or Resident's next of kin) participation and whether or not such claims are caused by any act or omission, negligent or otherwise, of The PWS, its agents or employees and or anyone else.

2. **Personal Information Collection Notice:**

We are committed to protecting your privacy and ensuring the confidentiality of your personal information. As required by the South African Protection of Personal Information Act (POPIA). We collect and process personal information for the purpose of assessing your application for residency to the Lar Santa Isabel (LSI). This information will be used solely for applications and admission related purposes.

By submitting your application, you consent to the collection, processing, and storage of your personal information as described in this notice by the Portuguese Welfare Society of South Africa (PWS) and the LSI. We have implemented security measures to protect your personal information. Your personal information may be disclosed to authorized third parties involved in the application and admission process, as required by law. You have the right to access and correct your personal information. For inquiries or concerns, please contact us using the information provided.

By signing this application form, you acknowledge that you have read and understood this notice and consent to the collection, processing, and disclosure of your personal information as described above.

3. **Surveillance Camera Disclaimer:**

At the PWS, we prioritize the safety and well-being of our LSI residents. In our ongoing efforts to maintain a secure environment, we employ surveillance cameras within the residents' rooms. This disclaimer aims to inform residents, their families, and authorized personnel about the purpose and usage of these cameras.

Purpose of Camera Placement: The cameras installed within the nursing residents' rooms are intended to monitor and ensure their safety and security. They are primarily deployed to identify and prevent potentially dangerous situations that could lead to injury, harm, or fatality. The cameras also assist in maintaining the overall security of the facility.

Initial: _____



Scope of Camera Monitoring: Please be aware that the cameras are operational 24/7 and may capture both visual and audio recordings within the residents' rooms. The recorded footage is strictly confidential and will only be accessed by authorized personnel for security and safety purposes.

Privacy and Confidentiality: We understand the importance of privacy and treat all recorded data with the utmost confidentiality. Access to the camera recordings will be limited to authorized individuals who require it for security and safety purposes. Any disclosure of the recordings will be in accordance with applicable laws and regulations.

Consent and Notification: By residing within our nursing facility, residents and their families acknowledge and consent to the placement of surveillance cameras within their rooms. This consent extends to the monitoring and recording of their activities for safety purposes.

Right to Request Removal or Access: Residents and their legal representatives retain the right to request the removal of the surveillance cameras from their rooms. They also have the right to access the recorded data pertaining to their room, subject to the necessary procedures and legal requirements.

We strive to strike a balance between ensuring residents' safety and respecting their privacy. Should you have any concerns or inquiries regarding the use of surveillance cameras within the LSI residents' rooms, please contact us using the information provided below.

By continuing to reside within our facility, residents and their families signify their understanding and acceptance of this surveillance camera disclaimer.

Resident's name: _____

Signature: _____

(Resident or Resident's next of kin)

Date: _____

Initial: _____



SECTION B: FEES AND BANKING DETAILS

- Payment of fees for The PWS Residents must be made to:

**Beneficiary: Portuguese Welfare Society. Bank: Capitec Business Bank.
Branch: Bedfordview.
Account number: 1050506227
Code: 450-405
Reference: The Resident's Full Name.**

- The Resident or the Resident's next of kin, undertake, should it be so required, to accept or appoint a Surety to take responsibility over fees (including any increase on fees, emergencies and funeral arrangements that may be charged from time to time).
- The Resident or Person responsible for the account will deposit with The PWS the equivalent of two (2) months' accommodation fee to be held by The PWS in a non-interest-bearing account.
- All fees are payable, **monthly by DEBIT ORDER** and no later than the 7th of the following month. Legal action will be taken against defaulters, and failure to comply could lead to the termination or suspension of all services.
- It must be recognised that, at the sole discretion of The PWS, all fees are increased annually (usually in June of each year) from time to time.
- The Resident or person in charge of the account acknowledges and takes full responsibility in settling the account of the Resident.
- In the event of death, **no refund** of fees for the remainder of the month will be made.
- Residents will remain liable for the full fees during any temporary absences from the home, including hospitalization.
- Residents are not allowed to keep money in their rooms. If they do, we will not be held responsible should it go missing.
- **FEES INCLUDE:** all accommodation and residential facilities, meals, servicing of rooms, all nursing care (if and when required), laundry and VAT.
- **FEES EXCLUDE:** any and all medical costs, administration of over-the-counter medication, over-prescribed medication, special surgical dressings, nappies,

Initial: _____



transportation by ambulance, shopping and private medical appointments or incontinence aids.

- The family must open up an account at their preferred pharmacy for the dispensation of medication, which shall be to their sole cost. The PWS holds no accountability over these medical accounts nor shortfall from the medical aid.
- In the event that the Resident's health or physical condition requires admission into mid-care or frail care, The PWS reserves the right to increase the fees based on the new requisites required by the Resident in frail care. The Resident or person in charge of the account accepts liability in accordance with The PWS's tariff structure for specific special care required.
- Should it occur that the Resident's health or physical condition has deteriorated to such an extent that The PWS are of the opinion that further or alternative qualified medical attention is required to assist the Resident, The PWS reserves the right to contact the person signing the form/next of kin and or emergency services (depending on the extent of assistance required) to transport the Resident by ambulance to the hospital which expenses shall not be at the account of The PWS.

Initial: _____



Section C: Family Responsibility and The duty to Support

In South Africa, our law imposes a reciprocal duty of support between child(ren) and their parents and/or grandparents (close relatives). This duty of support is dependent on the respective financial means of the child or grandchild from whom the parent or grandparent is claiming support. Failure to comply with this duty of support may result in legal action being taken in order to claim maintenance.

In order to assist the Resident in the event that they do not receive financial support; kindly read the below carefully and sign the declaration;

1. I/we are aware that the Resident's closest living relatives are obliged to contribute in proportion to their respective means for the care services rendered by The PWS.
2. I/we are aware that the failure to comply with this duty of support may result in legal action being taken in order to claim maintenance.

Name of Resident:		SA ID:	
Signature:		Date:	
Person responsible for accounts:			
Name:		SA ID:	
Signature :		Date:	
Witness Name:		SA ID:	
Signature :		Date:	

Initial: _____



Section D: Resident's Detail

Full Name:						
Gender:	M	F	SA ID:		(If applicable)PT ID:	
Cell:					Tell:	
Place of birth:					Number of children:	
Religion:						
(If applicable) Email:						
Marital Status:	Widowed	Divorced	Married	Single	Other:	
(If applicable) Spouse name & date of marriage:						
Cell:			Address:			
Are you allergic to anything?						
Food:						
Medication:						
Other:						
Are you a smoker?			Do you consume alcohol?			
Any special diet?						
Are you capable of performing daily activities? (Such as walking, Bathing, Eating)						
Who is your current medical practitioner?						
Name of practitioner:						
Address:						
Tell:						
Email:						

Initial: _____

**Resident's Current living Circumstances:**

Physical Address:		Code:
Postal Address:		Code:
Where or with whom is the Resident staying with at present:		
Why do you wish to be admitted into the Portuguese Welfare Society?		

Initial: _____



Section E: Next of Kin/ Person responsible for the account / Point of Emergency Contact

Point of Emergency Contact (Must be completed)

Full Name:								
Gender:	M	F	ID:			Relation to Resident :		
Physical Address:						Code:		
Postal Address:						Code:		
Cell:				Tell:				
Email:				Occupation:				
Marital Status:	Widowed	Divorced	Married	Single	Other:			
Alternative contact person (Name):						Cell:		
Name of employer:								
Address:								
Tell:								

Resident's living direct family

Full Name:			ID:		
Contact Number:			Relation:		
Email:					
Full Name:			ID:		
Contact Number:			Relation:		
Email:					
Full Name:			ID:		
Contact Number:			Relation:		
Email:					
Full Name:			ID:		
Contact Number:			Relation:		
Email:					

Initial: _____



Section F: Medical Details and Medical Assessment

Medical aid name:		Medical aid number :	
Plan :		Main member ID:	

If you do not have a medical aid/income and you are not a state pensioner, who is responsible for payment of your medical expenses?

Relationship to the Resident:					
Surname:				Name:	
ID:		Tell:		Cell:	
Physical address:					
Postal address:					
Email					

Medical Assessment

The applicant is required to undergo a medical examination by a medical practitioner. This report is to be completed by your family doctor or local General practitioner

For Doctors use			
Doctors name :			
Practice address:			
Email:		Tel	
Practice number Stamp accepted			

Patient (Resident) Report:

Full Name:						
Gender:	M	F	SA ID:		Date:	

Initial: _____



Weight:		Height		Temp:		BP:		Pulse:	
History of past illnesses and/or operations and/or hospital admissions									
Present Illnesses					Present Medication				
Present Major complaints?									
Past or present psychiatric history?									
Alimentary system (Indigestion, Hernia, Complaints)									

Initial: _____



Circulatory system (Peripheral circulation, Cyanosis, Complaints)
Respiratory system (Rate, Air entry, Underground working, Complaints)
Urinary system (Routine urine test, history, complaints)
Muscular- Skeletal system (Gait, Arthritis, Spastic, Deformities, Complaints)
Nervous system (Tremors, Vertigo, Headaches, Epilepsy, Peripheral neuropathy)
Feet (Calluses, Corns, Edema, Toenails, Complaints)
Skin (Lesions, Rashes, Scars, Bed sores, Complaints)

Initial: _____



Hearing (Hearing loss, Hearing aids)
Speech (Normal, Impaired, Aphasic, Complaints)
Vision (Cataracts, Glaucoma, Loss of vision, Glasses/Contacts)
Glands (Breasts, Thyroid, Pancreas, Prostate, Complaints)
Behaviour
Memory
Orientation

Initial: _____



Incontinence (Urine incontinence, Stool incontinence, Aids used/needed)			
Is the patient ill? (Pneumonia, Uncontrolled diabetes, Cancer, Febrile etc.)			
Mobility: Mark with X			
Category	Independent	With Aid	With complete assistance
Climb Stairs			
Walk			
Bath			
Eat			
Make Bed			
Notes:			
Present diagnosis			
Prognosis			
Group: Mark with X	24hr assistance		Semi-frail
			Frail care
Recommendation:			

Initial: _____



Dr. Signature: _____

Date: _____

Initial: _____



Section G: Other Relevant information

Main occupation of the Resident during productive years?			
Main occupation of the Resident's spouse during productive years?			
Resident's hobbies?			
Resident's educational qualifications?			
Does the Resident know how to read and write?			
Does the Resident have his/her own car? (If yes please complete the following)			
Make:		Model:	
Year:		Insurance information:	

Initial: _____



Section H: Testament (Will) Information

Is the Resident a Tissue or Organ donor: (If not would the Resident like to be?)		
Does the Resident have a WILL (If not, would the Resident like one?)		
If yes, where is it lodged?	Address:	
Name:		
Cell Number:		
Executor information:	Name:	
Address:		
Cell number:		

Initial: _____



Section I: Funeral Arrangements

Which dose the Resident prefer?		Burial		Cremation		
Does the Residentv have a funeral policy?		Yes		No		If yes
Name of policy:						
Name and address of undertaker:						
Is the policy fully paid for?	Yes		No			
Who holds the policy?						
If no, who is responsible for the funeral arrangements/payment?						
Full Name:						
Cell Number:						

Initial: _____



Section J: Financial and Account Arrangements

Person responsible for accounts				
Name:			Surname:	
ID:		Physical Address:		
Postal code:		Postal address:		
Postal code:		Employer:		
Physical Address:				
Postal code:		Email:		
Cell number :		Tell:		
Alternative person				
Name:			Surname:	
Cell Number:		Email:		
Payment declaration				
I,				
Hereby declare on the 1 st Day of each month will pay the agreed amount by Debit Order				
R	Signature:		Date:	

DECLARATION AND CONSENT:

In this declaration, the singular “I” and “my” should be read to include the plural “we” and “our”.

I declare that all information provided is true and correct to the best of my knowledge. I understand that any misrepresentation made in this application or in additional information I may supply to The PWS may render me ineligible for accommodation at the Lar Santa Isabel.

I authorise The PWS to undertake any enquiries necessary to arrive at a decision concerning my application for accommodation and to conduct such enquiries from time to time during tenancy. These would include, but are not limit to enquiry into my personal information and credit record(s) with any credit reference agency. I further consent to the company carrying out identity and fraud prevention checks and sharing information relating to this application through fraud prevention agencies.

I understand and accept the terms and conditions of this application. I also understand that The PWS is unable to guarantee accommodation to applicant/s.

I understand that either withholding or giving false information will disqualify my application.

Should this application be successful, and the applicant is accepted to our Lar Santa Isabel accommodation (which I/we understand and accept is not a guarantee):

Initial: _____



- I/We accept and understand that I/we will be subjected to an interview and subject to the findings of the Managing Committee, a decision will be taken as to whether or not the applicant qualifies for accommodation.
- I/We accept that the responsibility for paying the monthly accommodation fee and consumables rests with me/us and hereby undertake to settle the monthly accommodation fee in full every month not excluding the yearly increment.
- I/We understand and accept that we are liable to pay monthly accommodation fees and the Lar Santa Isabel or The PWS may enforce payment of such accommodation fee and consumables. Should The Lar Santa Isabel/ The PWS enforce payment of any outstanding fees and need to take legal action to recover these arrears, I/we hereby undertake to pay all legal costs incurred by The Lar Santa Isabel/ The PWS in this regard (including but not limited to attorney/collection).
- I/We hereby agree to ensure that the applicant/s abide by The Lar Santa Isabel's Agreement conditions and house rules which reinforce code of conduct (including but not limited to all amendments to the house rules/ Agreement that are made time to time)
- I/We accept that The Lar Santa Isabel cannot be held liable for any loss or damages to an applicant.
- I/We accept and understand that should the applicant/s cannot live independently, The Lar Santa Isabel have solely right to cancel this Agreement.
- I/We accept that I/we shall be liable to The Lar Santa Isabel for the cost of repairing any damage to the property.

Initial and Surname Date _____

Signature:

Initial and Surname Date _____

Signature:

Initial: _____



Debit Order Instruction

Bank: _____

Branch / Town: _____

Branch No.: _____

Account Name: _____

Account No.: _____

Type of Account.: _____

- I/We hereby request, 'instruct' and authorize The Portuguese Welfare Society of South Africa, abbreviated to The PWS - NPO No: 001-170, to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) 'the amount necessary for payment of Fees (subject to annual increases) due in respect of the abovementioned agreement on the 01 day of every month commencing on the 01 of _____ 20__ and continuing (as the case may be). All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. Initial: _____
- I/We understand that the withdrawals hereby authorised will be processed by computer through a system provided by the South African Banks, and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.
- I/We agree to pay any bank charges relating to this debit order instruction.
- I/We agree in the event that the Resident's health or physical condition requires admission into mid-care or frail care, The PWS reserves the right to increase the fees based on the new care requirements. I/We 'instruct' and authorize the PWS to draw against my/our account the increased tariff structure for specialised care.
- I/We agree to pay any additional consumable, medication, Covid and PPE related charges and expenses that may arise during the care of the Resident.
- This authority may be cancelled by me/us by giving you thirty (30) day notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.
- Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank (whichever it is or will be).
- ASSIGNMENT:**
I/We acknowledge that the party hereby authorised to effect the drawing/s against my/our account may not cede or assign any of its rights to any third party without my/our prior consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorised party.

Signed on this day of20.....

.....
PRINT NAME

.....
SIGNATURE AS PER BANKING MANDATE

NOTE: A Bank Confirmation Letter should be attached for bank identification purposes.

Initial: _____



Section K: Credit Check Authorisation Form

To be completed by the person in charge of the Account.

I,

First Name/s: _____

Surname: _____

Maiden Name: _____

ID Number: _____

Date Of Birth: _____ (dd/mm/yyyy)

Email Address: _____

Cell Number: _____

Hereby consent to and authorise the **Portuguese Welfare Society of South Africa**, the supplier, service and/or credit provider, as the case may be, to:-

- a) contact, request, and obtain information at any time from any supplier, service or credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer / debtor; and
- b) provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer / debtor to any registered credit bureau or to any supplier, service or credit provider (or potential credit provider) seeking a trade reference regarding the consumer's/debtor's dealings with the supplier, service and/or credit provider.

I acknowledge that my signature below authorises the release to the credit reporting agency, a copy of my credit application, and authorises the credit reporting agency to obtain information regarding my employment, savings account(s) and outstanding credit accounts (mortgages, loans, personal loans etc). Authorisation is further granted to the credit reporting agency to use a photostatic reproduction of this authorisation, if necessary, to obtain any info regarding the above-mentioned information.

In existence of the contractual relationship and account between me and The **Portuguese Welfare Society of South Africa**, I acknowledge that the purpose of the credit check report being obtained, is intended to establish my affordability and account management with The **Portuguese Welfare Society of South Africa** for the Resident's stay.

I accept that such check does not infringe any of my fundamental rights, and I hold The **Portuguese Welfare Society of South Africa** and any credited reporting agency used by the aforementioned, harmless.

Initial: _____



Indemnity:

*I acknowledge that any Personal Information supplied to The **Portuguese Welfare Society of South Africa** is provided voluntarily and that The PWS may not be able to comply with its obligations if the correct Personal Information is not supplied to the **Portuguese Welfare Society of South Africa**. I understand that privacy is important to the Responsible Parties and the Responsible Parties will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law. I warrant that all information, including Personal Information, supplied to the Company is accurate and current and agree to correct and update such information when necessary. By submitting any Personal Information to The **Portuguese Welfare Society of South Africa** in any form I acknowledge that such conduct constitutes an indefinite unconditional, specific and voluntary consent to the processing of such Personal Information in the following manner by The PWS and/or third parties, Personal Information may be shared by The PWS and may be further shared by The PWS with the Credit Reporting Agency/Verification Information Suppliers for verification or other legitimate purposes;*

*Personal Information may be shared by the Credit Reporting Agency/Verification Information Suppliers with The **Portuguese Welfare Society of South Africa** and be further shared by The **Portuguese Welfare Society of South Africa** its other clients for purposes of account management or for other legitimate purposes; Personal Information may be stored indefinitely by The **Portuguese Welfare Society of South Africa** and/or the Credit Reporting Agency/Verification Information Suppliers, and Personal Information may be transferred cross-border to countries, which do not necessarily have data-protection laws similar to South Africa, for verification or storage purposes. I take note that if the Responsible Party has utilised the Personal Information contrary to the Privacy and Data Protection Conditions, I shall first resolve any concerns with that Responsible Party. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator. I acknowledge that I may withdraw any consent provided in terms of this Agreement and if so, Personal Information will only be processed if permitted under the Privacy and Data Protection Conditions.*

Authorised persons, and/or any reliance which may inadvertently be placed on inaccurate Personal Information provided to the Company by myself and/or any third parties.

A copy of Personal Information kept by the Responsible Parties will be furnished to me upon request in terms of the provisions of POPI. I unconditionally agree to indemnify the Responsible Parties and/or the Credit Reporting Agency/Verification Information

Suppliers against any liability that may result from the processing of Personal Information. This includes unintentional disclosures of such Personal Information to - or access by - unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate Personal Information provided to The PWS by myself and/or any third parties.

SIGNATURE: _____

DATE: _____

Initial: _____



Section L: Suretyship Agreement

I/We, the undersigned,

NAME: _____

NAME: _____

IDENTITY NUMBER: _____

IDENTITY NUMBER: _____

MARITAL STATUS: _____

MARITAL STATUS: _____

OF: (ADDRESS):

OF: (ADDRESS):

do hereby bind myself/ourselves, jointly and severally, as surety and co-principal debtor/s in solidum to The **PORTUGUESE WELFARE SOCIETY OF SOUTH AFRICA** (hereinafter referred to as "**the Creditor**"), his/their order or assigns for the due and proper payment by _____ (hereinafter referred to as "**the Debtor**") of each and every amount and payment which the Creditor shall receive from the Debtor in terms of this Agreement between the Debtor and Creditor.

1. I/We agree that if by virtue of any Act of Law or otherwise howsoever, any agreement of indebtedness guaranteed by me/us in terms hereof is terminated and the Debtor is released partly or wholly from liability and/or its liability is suspended or rendered temporarily unenforceable, I/We shall be liable forthwith for the performance of all the Debtor obligations and payment of any amount due by them including damages.
2. It shall always be in the discretion of the Creditor to determine the extent, nature and duration of the facilities (if any) to be allowed to the Debtor.
3. Without derogating from the generality of any of the provisions of this surety-ship, or the ambit of the obligations embraced, my/our liability shall cover all claims for compensation or damages which the Creditor may at any time have as a result of the cancellation or termination of any contract between Debtor and Creditor (or the Creditor' predecessor in title) which takes place pursuant to the provisions of Section 37(1) of the Insolvency Act No. 24 of 1936, as amended, or where the Debtor is a company, as applied by virtue of the provisions of the Companies Act No. 61 of 1973, as amended, or pursuant to any corresponding legislation.
4. All judgements against the Debtor flowing from any principal indebtedness covered by the Surety-ship and all acknowledgements of indebtedness and admissions by the Debtor shall be binding on me/us.
5. Notwithstanding the amount involved, I/We hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over my/our person/s in respect of all proceedings connected with this Surety Agreement, notwithstanding that the value of the matter in dispute might exceed the Court's jurisdiction.
6. For the purpose hereof I/we choose domicilium citandi et executandi the physical address as set out herein and any change in such address shall be given in writing by me/us and delivered by hand or sent by registered mail or email, to the Creditor upon notification of which address so notified shall serve as a new domicilium citandi et executandi.

Initial: _____



7. I/We do hereby expressly renounce the benefits arising from the legal exceptions "*non numeratae pecuniae*", "*non causa debiti*", "*errore calculi*" and "*beneficia excusions et divisionis*", with the force and effect of which I/We hereby declare myself/ourselves to be fully acquainted and I/We agree and declare that this Suretyship is to be in addition and without prejudice to any other Suretyship/s and security/ies now or hereafter to be held by the Creditor and shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding our death or legal disability.

8. In the event of :

8.1 any liquidation, judicial management or sequestration of the Debtor, or any other surety for the Debtor,

8.2 any composition or compromise by the Debtor or any such other Surety, whether in terms of the company law or Insolvency Law or under common law, I/We bind myself/ourselves not to file any claim against the Debtor or any other Surety until the Creditor's claims against the Debtor have been paid in full.

9. As security for my/our obligations in terms hereof, I/we cede to the Creditor all the claims which I/We now have or may in future have against the Debtor from any cause of indebtedness whatsoever (including those arising from payment made by me/us hereunder), hereby undertaking on demand by the Creditor all documents (duly endorsed where appropriate) evidencing or embodying or relating to any such claims.

10. Notwithstanding any part payment by me/us or on my/our behalf, I/We shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Debtor or against any other Surety for the Debtor in respect thereof unless and until the indebtedness of the Debtor to the Creditors shall have been discharged in full.

11. For the purposes of any action against me/us hereunder, for provisional sentence or otherwise, a certificate by the Creditor or its auditor as to the amount owing by the Debtor and to the effect that the due date for payment of such amount has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have proved.

12. I/We acknowledge that all amounts due and payable by the Debtor to the Creditor shall be recoverable from and paid by me notwithstanding that the Debtor may have any claim or counter-claim of whatsoever nature and howsoever arising against the Creditor.

13. The Creditor shall be at liberty, without in any way affecting its rights against me/us or diminishing or otherwise affecting my/our obligations to it hereunder, to do any act, whether pursuant to the provisions of any contract concluded with the Debtor or otherwise, as it in its sole discretion may deem fit, notwithstanding that in doing or omitting to be any such acts, the Creditor may have acted negligently (whether grossly or otherwise) and, in particular, but without limiting the generality of the a foregoing, the Creditor shall without in any way affecting its rights against me/us or diminishing or otherwise affecting my/our obligations to it hereunder be entitled to :-

-release securities and other sureties; and

-give time to or compound or make any other arrangements with the Debtor or other parties aforesaid;
and

-allow or grant to the Debtor or any surety any latitude or indulgence, without reference to or approval by me/us.

14. I/We shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations (including contingent obligations) of the Debtor to the Creditor shall have been fully discharged or extinguished, and then only after the expiry of 10 (Ten) days after the receipt of notice in writing given by me/us to the Creditor.

Initial: _____



15. If this Deed has been prepared in a form for signature by more than one Surety, then each Surety who signs it acknowledges and records that, notwithstanding the fact that it provides for signature hereof by other sureties, there is a separate, distinct and independent contract of suretyship brought into existence by each Surety who does sign it. Accordingly, if for any reason any surety named herein shall fail to sign this Deed of Suretyship for any reason, cease to be or is not binding on any one of the Sureties, then the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.

16. The Creditor shall be entitled to appropriate any moneys received by it from me/us hereunder towards the payment of such cause of debt or amount owing by the Debtor to the Creditor as it may determine in its absolute discretion.

17. No consensual cancellation, variation, or modification of the terms of this Deed of Suretyship shall be binding on the Creditor unless reduced to writing and signed by or on behalf of the creditors and by me/us.

18. I/We shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Creditor in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and client and collection commission, irrespective of whether any action has been instituted against me or not.

THUS DONE AND SIGNED AT _____ ON THE _____ DAY OF _____ 20_____.

AS WITNESSES

1. _____

SURETY(1)

2. _____

SURETY(2)
(if applicable)

Initial: _____



Section M: Declaration

I, the undersigned, hereby voluntarily apply for admission to the LAR Santa Isabel Old Age Home, under the curatorship of The PWS. I have read, understood and accept the Application and Admissions Policy and Procedure and now confirm that.

- (a) The particulars furnished in this application form are, to the best of my knowledge and belief, true and correct.
- (b) All fees for care services including accommodation and residential facilities, meals, servicing of rooms, all nursing care (if and when required), laundry and VAT, will be paid by debit order primarily in advance before the seventh (7th) of the month or the following month should such expense (cost) incur after the debit order has been processed. Fees paid in advance will not be refunded in event of death or when a resident leaves the Home for whatever reason.
- (c) Any Agreement between myself and The PWS or LAR SANTA ISABEL shall be subject to the Older Persons' Act 13 of 2006 as amended including the Regulations regarding older persons as published from time to time and therefore the Provisions of the Rental Housing Act, Act 50 of 1999 as amended, **will not apply**, nor will the Provisions of the National Credit Act, Act 34 of 2005 be applicable. Accordingly, The PWS and the LAR SANTA ISABEL shall not be deemed to be a Landlord and I, the Resident, shall not be deemed a Tenant. As a consequence, fees paid by me (or my Surety) shall not qualify as rent or rental.
- (d) The PWS and the LAR SANTA ISABEL has the exclusive right, to in their sole discretion, move or transfer me from one category of the care facility to another category of the care facility in order to promote healthy ageing and quality of life as stipulated in the Older Persons Act 13 of 2006 (Section 20(i)). Prior to such a move taking effect, The PWS and the LAR SANTA ISABEL will give me one calendar months' notice in writing which state the reason for the decision to move me provided that circumstances allow for such notice. Any decision made by The PWS and the LAR SANTA ISABEL in terms hereof, will be final and not subject to review and debate.
- (e) I understand and accept the conditions of admission as well as the conditions governing my stay at the LAR SANTA ISABEL and the responsibility placed upon The PWS as the oversight body of the LAR SANTA ISABEL for older persons. I also understand and accept that any subsequent amendment to any Policy and Procedure or addition of any Rule that has been properly agreed to and passed shall be binding upon me.

.....
Signature of Applicant

.....
Date

.....
Name of Applicant

.....
Signature of Witness

.....
Date

.....
Name of Witness

Initial: _____