

TERMS & CONDITIONS

REZCARE PTY LTD (2020/428443/07)

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STANDARD TERMS AND CONDITIONS OF MEMBERSHIP- SOUTH PENINSULA, WESTERN CAPE

Effective from the 1st February 2021

1. These Terms and Conditions (T&Cs) apply to RezCare (PTY) Ltd.
2. **MEMBERSHIP:**
 - a. RezCare undertakes to provide monthly services to RezCare Members within the South Peninsula.
 - b. RezCare will make every effort to provide appropriate and safe services in the home via trained staff and partner organisations. Every effort will be made to always act in the best interest of the Members and to maintain the Member's confidentiality on healthcare and other sensitive matters.
 - c. RezCare will not take responsibility for any loss or theft of cash, valuables or personal items from Member's homes while RezCare staff are on duty. The Member hereby undertake to take the necessary precautions to protect cash and valuables in their homes.
 - d. RezCare supervisors will make every effort to ensure that the RezCare staff act in the best interest of the Member. RezCare will not be liable for any claims of abuse against our employees.
 - e. RezCare will follow a Covid-19 service protocol rigorously to protect members from the virus at all times. RezCare will not however accept responsibility should the Member contract Covid-19.
3. **SERVICES AREA:**
 - a. The defined area of service shall be as determined periodically by RezCare (South Peninsula) but shall not currently extend North of Marina Da Gama/Steenberg Road and Noordhoek, and Cape Point to the South.
 - b. Areas not accessible by normal motor vehicles are excluded.
4. **PERIOD AND TERMINATION:**
 - a. Membership in RezCare is on a month to month basis. Agreement shall be terminable on one calendar month reciprocal written notice and the provisions of this Agreement shall apply to the extended period.
 - b. Should a Member's rights be suspended or cancelled, then the Member shall not be entitled to any refund of any Joining Fee or Monthly Subscription Fees or any amounts paid to RezCare.
5. **MEMBERS DETAILS:**
 - a. It is the responsibility of the member to ensure that all details given to RezCare (including all members names, contact number/s, email address, home address, numbers and names of members, allergies, medication, etc) are correct and up to date.
6. **SPECIFIC MEMBERSHIP CONDITIONS**
 - a. Standard Household membership is limited to one residential property and to two people housed on such property. .
7. **FEES:**
 - a. A once off non-refundable joining fee will be payable on registration by all members of R399.00 (incl. VAT)

- b. All membership fees shall be paid in advance. VAT is included in all fees at the prescribed rate of 15%.
- c. The membership fees charged by RezCare to existing members may be increased by up to 10% annually.
- d. If the member does not pay the agreed fees on due date and/or is in arrears with membership fees, RezCare may terminate by notice at any time and/or bill the member for services rendered.
- e. Fee increases may also occur on individual or collective memberships should the numbers of people covered on such memberships change, or where the fees charged are substantially less than the equivalent current RezCare membership fees, or where an Act of Parliament or regulatory requirement has a material effect on the cost of providing the service as contemplated. In these situations, the member will be advised by email prior to implementation of the new fee structure and shall be entitled to terminate on giving RezCare one calendar month notice.

8. DEBIT ORDER RETURNS:

- a. In the event of a member's debit order or other payment being returned for non-payment due to lack of funds, incorrect information or other reason, RezCare shall be entitled to charge the member a fee to cover bank charges and administration costs.

9. CHANGES TO T&Cs:

- a. All memberships are accepted in accordance with RezCare's Standard T&Cs which RezCare may change from time to time in their sole and absolute discretion, such changes to be communicated by RezCare by posting such changes on the RezCare website and/or informing members via newsletter, email or SMS.

10. SUBCONTRACTORS:

- a. RezCare is at all times entitled to delegate its obligations under this Agreement by engaging the services of sub-contractors. All services as may be provided to the member by any of the aforesaid sub-contractors shall be rendered in terms of and be subject to the terms and conditions of this Agreement mutatis mutandis.

11. LOSS/DAMAGES:

- a. RezCare shall not be liable for any loss or damage whatsoever arising out of a delay in rendering service or a failure to render service or for any other reason whatsoever including, but not limited to, circumstances beyond the control of RezCare.
- b. RezCare shall not be liable for any loss, injury, death, damages, consequential loss or special damages of any kind or nature for any reason whatsoever arising out of this agreement, whether as a result of a negligent act or omission by RezCare, its employees, agents and/or assigns.
- c. RezCare has arranged for limited indemnity insurance and will endeavour to claim in terms of the said policy of insurance should a member suffer loss or damage as a result of actions or omissions on the part of RezCare, its employees, agents or assigns.
- d. The member hereby expressly agrees that any claim which it may have against RezCare from any cause arising shall be limited to the amount which RezCare can claim in terms of the aforementioned policy of insurance and that no further amounts shall be due and payable by RezCare, regardless of the quantum of the loss or damage suffered by the member.
- e. Both RezCare and the member agree to the jurisdiction of the Magistrate's Court in respect of all proceedings that may arise out of these T&Cs, provided that either party may at its option institute action in the Supreme Court. In the event of legal proceedings being instituted by either party, the defaulting party shall be liable to pay the other party's legal costs on the scale as between attorney and own client.

12. MEMBERS UNDERTAKINGS

- a. The Member undertakes to provide reasonable access to the member's home to receive products and services as agreed with RezCare, from time to time.
- b. The Member undertakes to provide RezCare supervisors with regular feedback on the quality of products and services
- c. The Member undertakes to treat the RezCare staff with kindness and respect as they go about their duties.

13. PAY-AS-YOU-GO SERVICES

- a. RezCare will offer a range of services and products to Members and will attend to or arrange for the delivery of the services and products to the Members home.
- b. RezCare reserves the right to provide the services and products or alternatively to appoint other service providers or partner organisations.
- c. RezCare will be responsible for the coordination of the provision of services, including the payment, quality assurance and follow-up with Members.
- d. RezCare will ensure that the services and products are listed on the RezCare website and updated from time-to-time.
- e. Members will be responsible for payment of the services and products to RezCare - either in advance or a deposit after consultation with the service provider.

Each term of this Agreement shall be considered as severable. If for any reason any term hereof is determined to be invalid and contrary to or in conflict with any existing or future law, then this Agreement shall be interpreted and enforced as if such invalid term was not contained.