



Application for La Gratitude Flats

Name of Applicant: _____

Flat number: _____

Rental agreement start date: _____

**APPLICATION FOR A FLAT AT
LA GRATITUDE FLATS**

Date Application received: _____

1. The Application is only valid for the duration of the year remaining.
2. It is your responsibility as the applicant to renew the application annually, no later than the 1st week in January of each year. The renewal can only be done in writing. No verbal renewals will be accepted.
3. We work strictly according to a waiting list.
4. If you were offered a flat and declined, your name will be placed at the bottom of the list.
5. All applications will be handled on a **"FIRST COME, FIRST SERVE"**-basis.
6. **EACH NEW YEAR YOUR APPLICATION IS REQUESTED TO BE RENEWED.**
7. Your latest 3 months bank statements must accompany your application, as well as certified copies of your ID document.
8. **Flats are granted on the following basis:**
 - Age of applicant / 50 or older / Health / Mobility
 - Availability of units
 - Affordability in term of fixed monthly income e.g. Pension, investment, rental.
 - Personal circumstances
 - General Wellbeing

THIS IS TO DECLARE THAT I HAVE READ THE ABOVEMENTIONED CLAUSE 1 –8, I UNDERSTAND AND AGREE TO ALL TERMS LAID OUT ABOVE.

SIGNATURE OF APPLICANT

DATE

DEPOSIT RENTAL: ----- **DEPOSIT MUNICIAPLITY:** -----

DEPOSIT PANIC BUTTON ----- **MONTHLY RENT:** -----

GARAGE: ----- **GARAGE ELECTRICITY:** -----

CARPORT: -----

Please note: Only after confirmation from Group Financial Manager, may the unit be allocated to the applicant.

PERSONAL

Surname: -----

Christian Names: -----

Date of Birth: -----

ID No: -----

Spouse's Name: -----

Spouse's Date of Birth: -----

Spouse's ID No: -----

Present Residential Address: -----

Where do you stay at present? -----

Home for the Aged Own House Flat Boarding With Children

Length of stay in Newcastle (Total Years) ----- Postal Address: -----

Postal Code: ----- Telephone Numbers: (H) ----- (C) -----

Home Language: ----- Marital Status: ----- (Married; Widower; Widow; Divorced; Single)

Religion: -----

Details of children:

NAME	ADDRESS & Email Address	RELATIONSHIP	TEL NO

MEDICAL FUND DETAILS

Name of Medical Fund: ----- Hospital Card No: -----

Name of Medical Practitioner: ----- Name of Funeral Undertaker: -----

Do you have a Will? YES /NO If so. Where is it kept?: -----

Name and Address of the Executor: -----

GENERAL

1. Give reasons for your application for admission:

2. Do you have any relatives or friends in La Gratitude Flats?

If so – Name of Resident / Flat No? -----

General Information

1 x Remote control modules for gates are supplied on a lease basis at an amount which is payable when issued. A module remains the property of La Gratitude and should be returned together with the keys of the flat at the end of residency. Should it not be returned the cost for the replacement thereof will be deducted from the deposit paid for the flat. Residents who have Life Rights on a flat should also hand in their modules and keys.

In the event of a LESSEE that cannot afford to pay the rent any longer the following will be applicable.

1. The Management of La Gratitude Flats must be notified immediately in writing with the necessary information, documentation and an Affidavit signed by a Commissioner of Oaths in order to review residents' financial position and consider a possible solution if possible to assist resident.
2. In the event no alternative can be reached between lessor and lessee housing arrangements are to be arranged immediately by the LESSEE to move to an more affordable option after a full calendar months' notice has been given. All costs of moving will be to the lessees account.
3. Residents will be liable to pay the full rent. In the event of any arrears, this will become immediately payable plus interest to La Gratitude Flats by no later than the last day of occupancy. The lessee will be liable for all legal costs involved should the arrangements made not be adhered to. Arrangements to pay arrears, including but not limited to telephone-, fax-, administration-, delivery costs, unit damages etc., are to be made in writing and handed in at the Admin Office and only once approval has been granted in writing by the CEO / Group Financial Manager may this arrangement be deemed to be accepted. These arrears will be handed over to our attorneys to control and administer and the costs will be to the lessees account.
4. Should the LESSEE, due to any health related physical or mental capacity no longer able to care or sustain him/herself due to frailty or related illness or that the LESSEE requires continuous nursing or supervised care, the LESSOR will reserve the right to request the intervention of the Social Worker who in turn may request the transfer of the non-sustainable resident to be admitted into its La Gratitude Frail Care Facility for specialised care. Should this request not be acceptable to the lessee/s or children/family the respective lessee/ person will be required to take responsibility for finding an alternative caring facility or provide for them in their own homes as the flats are for fully sustainable and healthy lessees. The Lessor will give a full calendar months' notice to vacate the unit for the safety of its lessees and the other residents.



DECLARATION

I, the undersigned hereby declare that the information in this Application form is true and correct.

If a flat is granted to me I undertake to abide by the Rules and Conditions of La Gratitude Flats (hereby attached).

Signature of Applicant -----

Place ----- Date -----

SWORN AFFIDAVIT

To be completed by the Applicant

NB: IT IS REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT THAT A MAGISTRATE OR POSTMASTER OR COMMISSIONER OF OATHS CONFIRMS THE PENSION NUMBER WITH HIS SIGNATURE AND OFFICIAL STAMP NEXT TO THE AMOUNT.

- A. Pension No ----- R----- pm
- B. Kind of Pension----- R----- pm
- C. Disability No ----- R----- pm
- D. Pension No ----- R----- pm
- E. Other pensions----- R----- pm
- F. Interest on Fixed Property----- R----- pm
- G. Rental on Fixed Property----- R----- pm
- H. Other sources
(Only fixed revenue) ----- R----- pm

- TOTAL INCOME R=====pm

Signed in my presence at-----op/on -----

this day-----of-----20-----

SIGNATURE OF DECLARER

SIGNATURE AND STAMP OF COMMISSIONER

I declare under oath that the abovementioned information is correct.

SIGNATURE OF DECLARER

SIGNATURE AND STAMP OF COMMISSIONER

MEDICAL CERTIFICATE FOR APPLICATION

Must be completed by a Doctor

NAME OF APPLICANT: -----**AGE**..... **SEX**.....

1. General health condition of Applicant?

2. Ailments of Applicant
(State history, symptoms and previous treatment and Hospital where treated)

3. Condition of Hearing: ----- 4. Condition of Eyesight? -----

5. Condition of Skin? ----- 6. Condition of Kidneys? -----

7. Condition of Joints? -----

8. Is the applicant in any way mutilated or crippled? -----

9. Condition of the Heart? -----

10. Mental condition? -----

11. Does the Applicant suffer from Epilepsy?-----

12. Do you suspect any abnormalities of any organs? -----

13. Does the Applicant have full control over all his/her organs? -----

NB

14. Is the applicant physically and mentally able to occupy the premises? -----

Date of Examination: -----

PRINT Name , Address and Practice Number of Doctor:

SIGNATURE OF MEDICAL PRACTITIONER

HOUSE RULES

The house rules are applicable to all occupants.

Management has the right in terms of this Lease Agreement to amend house rules from time to time at their exclusive judgment.

A GENERAL

- 1a it is the Lessee's responsibility to ensure that the administration office of the Premises has a spare set of keys within fourteen days of signing this Lease Agreement, to have of an emergency to the residential unit in case immediate access is required due to fire or geyser or any other crises

The Lessee is to complete and sign out on the prescribed departure register at the Glabia administration office when going away for a period longer than 48 hours. To ensure no illegal access, the administrator is to be notified of the name and telephone number of the person/s responsible for the keys when a Lessee/s is going away and request someone else to care for the plants and refrigerator/s during the flat during their absence.

- 1b All front door security gates are to be locked at all times in whether or out of the residential unit for your own safety. When exiting the unit, lock both the security gate and front gate.

- 2 With the exclusion of a guide dog, for which written authority is to be obtained from the Lessor, ***no animals*** are allowed to be kept in the residential unit, a goldfish or a bird in a cage is allowed. Cleaning of all surrounding areas whereby the "animal" is kept remain the Lessees responsibility in its entirety, the cleaners of the organization will not be required to clean any mess made by your "pet". **No Cats or doves, or wild birds on the property may be fed under any circumstances**; persons in breach of this rule will be dealt with in terms of the written warning system of the organisation as per clause 8.6 of the lease agreement.

- 3a In the event the Lessee requires the services of a contractor / electrician / Dstv / building / tiler / other to do any work or repairs in the Residential Unit, a **written request** is to be submitted to the CEO of the organisation. No work may commence unless permission to do so has been granted in writing as well as the approval of the registered service provider / contractor having been acknowledged in order to ensure a high standard of maintenance is carried throughout. A list of approved contractors / service providers will be made available at the administration office.

- 3b Any one that wants to do any form of collection, canvassing, marketing or selling of any kind on the aforesaid premises, must obtain written consent from the CEO of the organization prior to being allowed access to proceed.

- 4a Lessees are responsible for their guests' behaviour on the Premises and within their residential unit. No visitors will be permitted onto the premises after 22h00 unless approval has been granted by the CEO. The same rules applicable to residents will apply to the visitors whilst

visiting on the property. Any Visitors must see to it that their children do not use the staircases or the lifts at the flats as a playground, or climb over the railings of the stairs, that they obey and respect all residents and their rights to privacy on their visit.

- 4b No visitor or resident may walk around in public areas without being fully clothed. No bare upper or lower body will be permitted. Respect each other's dignity.

- 5a No visitors under the influence of alcohol, drugs will be permitted on the premises, the onus will remain on the resident to ensure this does not occur. If this occurs the CEO needs to be informed immediately. In breach hereof the warning processes will be followed, and future visits of the guilty party may be restricted access to the flats depending on the severity of the breach.
- 5b No visitor may sleep over in the residential unit for a period longer than 24hours without the permission of the CEO of the organization except under unforeseen circumstances. Death in a family, trauma, crises beyond your direct control which is to be brought under the attention of the CEO in this event.
- 5c The Liaison Committee and the Board of Control **will not be held responsible** for any injuries or accidents sustained which any Lessee or his/her guest/s might have while on the Premises. The organisation indemnifies itself **from all damages** and/or events pertaining to visitors. Anyone coming onto the property does so at their own risk with no liability to any of the organizations personnel or La Gratitude itself whatsoever irrespective of the cause hereto.
- 6a Water is to be used sparingly when washing vehicles, watering flower beds. Watering times are to be adhered to but may be amended from time to time depending on seasonal changes.
- b Visitors **are not allowed to wash their vehicles** while on La Gratitude's premises this privilege is strictly for Lessees.
- 7 No children or other persons are allowed to permanently stay with the Lessee/s in their Residential unit unless authorized in writing by the CEO of the organization. When circumstances warrant it management will consider a written application strictly on its own merits.
- 8 No remote controls are to or will be given to servants; this is in full breach of the security rules of this organization. Guilty persons will be dealt with in terms of the warning process. Private domestic workers and garden personnel must always be in possession of an identity card and it must be visible at all times, failure to adhere to these rules the "worker" will be sent home.
- 9 In terms of The Tobacco Products Control Act **no smoking** is permitted on passages, walkways, recreational facilities or walkways where the public has full access. No smoking should be seen hazardous to any resident, staff member or any other person within the parameters of the organisation. Designated smoking areas will be identified and labelled for the convenience of smokers. Respect each other's space for everyone to live in peace and harmony in one complex. **No smoking in flat/unit is permitted.**
- 10 Candles are only to be used in electrical outage circumstances and only in electrical the event of a torch or battery appliance that has gone flat as there are no smoke detection devices installed in the residential units. Your safety is our priority. **Ensure that all your torches are charged and ready for use in the event of a power failure.** Hang them behind the front door to make them easily accessible. Contents insurance is your own responsibility. Ensure that your doors are always locked so as not to encourage unlawful entry.
- 11 Residents are to please familiarise themselves in terms of the fire evacuation plan for each block. Adhere to all commands by the designated fire marshals. Attend all training and workshops pertaining to your safety as these are for your own safety and residents living by you.

- 12 Lessees may not alter, add, extend or connect any electrical cabling of any original product to any form of electrical equipment, outlet, plug point etc. A SABS double adaptor or multi plug may be used within your residential unit. No overloading is permitted. Regular unit inspections will be done by La Gratitude from time to time.
- 13 All Lessees will assist in keeping the premises clean and neat and will not throw refuse or waste material around or leave it lying around, respective refuse bins are provided for this purpose, r use the toilet system for the disposal of any items or product.
- 14 No bicycles or roller skates or similar items are allowed to be used by visitors on the premises. Residents are to be conscious when using bicycles on the premises
- 15 No un-authorized parking in front of the garages, dining hall, recreation facilities or elsewhere on the Premises is allowed. Strictly assigned parking may be used for this purpose.
- 16 Garden flower beds are not to be increased. Flower beds started by a resident are to please be maintained by that resident, their designated "worker". Failure to maintain will result in bed being replaced with grass.
- 17 Trees are not to be planted or removed without written authorisation from the Chief Executive Officer.
- 18 Braais are only allowed to be made at designated areas provided for.
- 19 The speed limit on the premises is 5 km per hour and must always be adhered to.
- 20 Strictly vehicles and approved workshop items may be stored in the garage, no fire hazardous material, deepfreeze's, fridges, furniture or equipment is allowed. The second garage cannot be used for storage. No gas stoves, bottles or any other flammable appliance may be kept in the flat or in the garage.
- 21 DSTV-dishes and/or TV antennas are only allowed to be installed by Ram's TV in consultation with the maintenance manager and approval of the Chief Executive Officer. Placements will only be allowed in specific areas identified on top of the roof of a respective block of flats.
- 22 It is always expected from the Lessees to consider their fellow neighbours. All drilling and timber work is to be executed during the following times Monday to Saturday 07h00 till 12h00 and again from 14h00 till 17h00. No drilling and timber will be allowed on a Sunday or after 17H00 daily.
- 23a Lessees are required to submit any personal challenges in writing that may occur to the Chief Executive Officer of the organization, who will handle the matter accordingly. Should the problem be a cause for further conflict an informal discussion will be arranged between the relevant parties in order to try and resolve the matter in an amicable manner.
- 23b In the event of an alleged abuse as clearly defined in the Older Persons Act of 2006 the full protocol with relevance to the abuse will be followed. This is a very serious offense and needs **to be reported** as soon as it has become visible or known. No person who may report any form of abuse will be held liable as confidentiality is guaranteed. All abuse cases are required to be registered with the respective government bodies and therefore La Gratitude will show zero tolerance in this regard. Should any lessee or Spouse be found guilty of any form of such abuse termination of the rental agreement is inevitable as the organizations Board of Control

is always required to act in the best interest of its elderly. (Types of recognized abuse: physical, sexual, emotional, financial, verbal)

- 23c if any form of abuse or alleged abuse as defined in the Older Persons Act takes place and it is brought under the attention of the Board of Control the board has the right to terminate the rental agreement with immediate effect. No abuse will be tolerated in this organization. All types of abuse is to be reported immediately to the social worker, CEO of the organization who will in turn inform the local authority.
- 24 If the house rules, relevant acts and their requirements are not complied with the following procedure will be followed. A first written warning by the Chief Executive Officer of Management or a representative, over a period of 21 days. Thereafter if the warning has been ignored a second warning, thereafter a final warning, any breach thereafter will result in a formal enquiry and the possible termination of the lease agreement may be the result of the failure to adhere to the rules of the organization.
- 25 It is expected that all Lessees will assist the existing Liaison Committee by supporting and participating in social activities, fund raising initiatives and mutual beneficial meetings and workshops to the benefit of all the residents to ensure a better quality of life for all.

MAINTENANCE RESPONSIBILITIES OF THE LESSEE

After the residential unit has been inspected by the Lessee and the Lessor or representative, after the Lessee has taken occupation of the Residential Unit, should the Lessee find any additional faults which have not been identified previously they must within 5 (five) days of such occupation notify the Lessor in writing of such defects and hand the list in at the administration office. If no written fault list is reported it will be taken for granted that everything is in an acceptable and good working order.

After occupation has been taken, the Lessee is responsible for the normal day to day maintenance of the Residential Unit. This will include the following:

NOTE: These clauses must be read in conjunction with the relevant clauses as listed in the Lease Agreement

- 1 Replacement of washers in leaking taps
- 2 Replacement of toilet seat
- 3 Replacement of floor- and wall tiles which have been damaged due to negligence
- 4 Replacement of window panes, glazing (putty) damaged due to negligence
- 5 Replacement of locks and keys due to negligence lost or broken off etc.
- 6 Replacement of doors, cupboards and hinges due to negligence
- 7 Replacement of power points which have been damaged due to overloading
- 8 Lighting & Globes - **Replacement:** due to the adsorbent expense of energy efficient LED light bulbs these globes are supplied on occupation by the LESSOR but payment thereof is to the LESSEE'S account and maybe removed on termination of contract alternatively LESSEE may supply own LED bulbs on occupation. Same rules will apply for light fittings and covers and all cost pertaining to replacement will be for the Lessee's account.
- 9 Cleaning and maintaining of existing carpets, tiles and flooring
- 10 Replacement of remote-control batteries.
- 11 The Lessor will replace any remote control that is faulty through general wear and tear, negligence on behalf of the Lessee such as water damage or heat shall be paid by the Lessee.
- 12 All remote controls are to be returned to the Lessor on vacating the unit or terminating the Lease Agreement. The remote control remains the property of the Lessor.
- 13 Remote controls not returned will be replaced by the Lessor at the cost of the Lessee from their holding deposit. Should no deposit have been paid the Lessee will be liable for the cost thereof.
- 14 The respective resident nominated sub-committees' members will ensure the maintenance of the Putt- Putt course, ten pin bowling greens and recreational facilities.

- 15 The Lessee is to maintain the DSTV dish and cabling. The dish and cabling may not be removed when vacating the residential unit. However, the actual DSTV decoder may well be taken.
- 16 Airconditioner & Ceiling fans – should you be fortunate to have an Airconditioner, ceiling fan in your unit, general wear and tear will be the responsibility of the Lessee. Should it be damage due to Lessee's negligence the cost will be for their account. Remotes for the above-mentioned items should be handed in on termination of Lease agreement. No deposit will be refunded if this arrangement is not adhered to.
- 17 Please note it is the LESEE'S responsibility to supply the unit with a electrical stove, NO gas stoves allowed.

MAINTENANCE RESPONSIBILITY OF THE LESSOR

The Lessor will ensure compliance of all relevant Legislation pertaining to the complete operation within the organisations premises, residential unit and will be responsible prior to occupation

- 1 Providing a clean, fumigated and painted where necessary Residential Unit.
- 2 Ensure that all washbasins, baths and/or showers are in good working condition.
- 3 Leaking taps repaired.
- 4 Broken tiles on floors and walls repaired or replaced as well as wall parameter skirtings.
- 5 Broken window panes replaced and to ensure existing window mechanisms are in good working order.
- 6 All locks and doors have keys and are in working condition.
- 7 All power points are in a safe and working condition.
- 8 Roof lights and fans if any are in a safe working condition.
- 9 All garage doors are in a good working condition.
- 10 Remote controls are in a working condition.
- 11 That all recreational facilities are kept in a clean and well maintained order.
- 12 All fire equipment, clinic equipment and recreational facilities will be maintained.
- 13 All parking, clinic and administration, residential buildings will be maintained.
- 14 The provision of a remote control only through general wear and tear.
- 15 All parameters of the organization

LA GRATITUDE HOME FOR THE AGED

031-383-NPO

57 YORK STREET, NEWCASTLE, KZN 2940

NO 6 JOHN PARKS AVENUE, PIONEER PARK, NEWCASTLE, KZN



CONSENT & UNDERTAKING OF RESIDENTS

RESIDING AT:

**FRAIL CARE OR COTTAGES OR FLATS IN TERMS OF
THE PROTECTION OF PERSONAL INFORMATION ACT (“POPIA”)**

I, the undersigned: _____

Identity Number: _____

Frail care (Indicate bedroom No): _____

Cottage (Indicate cottage number): _____

Flats (Indicate flat number): _____

Hereby agree to provide my Personal Information to **LA GRATITUDE HOME FOR THE AGED** Registration Number **031-383-NPO** (“the Company”), on the express understanding that:

1. This constitutes my consent as required under Section 11(1)(a) of the Protection of Personal Information Act 4 of 2013 (“POPIA”).
2. The accounts department, finance department or any other relevant department of the Company will have access to my personal details which have been furnished to them for the purpose of services (rental,

board and lodging, meals, hampers etc) rendered as a resident of the organisation's (Circle the appropriate facility) Frail Care / Flats / Cottages.

3. The Company will collect my Personal Information, which shall include, but not be limited to:
 - 3.1 Identity Number;
 - 3.2 Copies of identity documentation
 - 3.3 Curriculum Vitae including education certificates and/or any Industry accreditation certificates; **(Only applicable to part time work or honorarium).**
 - 3.4 Financial information proof of banking details
 - 3.5 Medical Information
 - 3.6 Bank statements
 - 3.7 Next of kin information
 - 3.8 Contact details, including cell phone number, home number, email address, postal and home address previous and current;
 - 3.9 Any other information that may be required to be provided by me to the company from me from time to time.

4. The Company will collect my Personal Information as required by POPIA from the following sources:
 - 4.1 Publicly accessible platforms and verification agencies; and
 - 4.2 Myself

5. The personal data will be used by the Company only for the purposes that are related to any "services" which I receive from the Company and have an written or verbal agreement with.

6. I furthermore acknowledge that during the course of these services being rendered with the Company, any addendum to incorporate the changes of the PAIA and the POPIA No 4 of 2013 as required by government and legislation, that this consent will be added to my existing "services" agreement and is acknowledged by me to be accepted as an addendum hereto.

I will accept that the addendum may be changed as required by government from time to time and will be informed by the Information Officer in this regard.

I furthermore acknowledge that I may gain access to Personal Information related to other residents due to the proximity of my neighbours and close interactions of the same facility or other facility in which I reside, and visitors of the Company's facilities, in regard whereto:

- 6.1 I record and confirm that I have been subjected to a POPIA awareness session by the respective administrator / Information Officer.
- 6.2 I have been made aware of the importance of POPIA and the manner in which the Company intends to protect Personal Information that it received and/or processes.
- 6.3 I know the Company may only process Personal Information for specific purposes and that any processing or dissemination of Personal Information outside of the specific purposes is unlawful; and
- 6.4 I undertake that I will ensure that my actions as a resident to *Frail Care / Flats / Cottages (Circle the appropriate facility)* are in line with the Company's compliance framework related to POPIA.

Full name and Surname: <hr/>	Information Officer of Company <hr/>
Please sign in full / Signature 	Signature of Information Officer
Date: _____	Date: _____