ELDERLY CARE

CLIENT APPLICATION & SERVICE AGREEMENT

To be completed in full by the person responsible for payment. This document forms a binding service agreement between the Client and DIFY PROJECTS, trading as DIFY ON CALL.

A RESPONSIBLE PARTY (PAYER) DETAILS

Full Name & Surname _____

ID / Passport Number (DOB not accepted) _____

Phone _____ **Email** _____

Residential / Billing Address _____

Relationship to Patient _____

I, the undersigned Responsible Party, agree to pay DIFY PROJECTS, trading as DIFY ON CALL, as consideration in exchange for reasonable care being provided to my parent, grandparent, or extended family member named below.

B PATIENT DETAILS

Patient Full Name & Surname _____

ID Number _____

Height _____ **Weight** _____

Patient Residential Address _____

C CONDITION & TYPE OF CARE REQUIRED

☐ Frail / Elderly Care ☐ Dementia Care ☐ Post-operative Care

☐ Disability Care ☐ Palliative Care ☐ Complex Care

Requested Start Date for Caregiver _____

Type of Caregiver Requested

☐ Female ☐ Male ☐ No preference

Approximate Caregiving Days & Times Required

☐ 24/7 Live-in Care ☐ 9-Hour Day Care ☐ 12-Hour Day Care

☐ 8 Hours Day or Night Care ☐ 4 Hours Day or Night Care ☐

D MEDICAL & HOUSEHOLD INFORMATION

Medication / Food / Allergy Instructions _____

Pets in the Household (please specify) _____

Family Doctor — Full Name _____

Family Doctor — Contact Number _____

E PAYMENT & COMMUNICATION PREFERENCES

Preferred Payment Date (Caregiver Elderly-Share option only — all payments are strictly in advance, see Terms & Conditions Clause 3)

☐ 1st ☐ 15th ☐ 20th

☐ 25th ☐ 27th ☐ 28th

Special Requests

☐ Full Day ☐ Overnight ☐ Weekend

☐ Weekly ☐ Daily ☐

Preferred Mode of Communication

☐ WhatsApp ☐ SMS ☐ Email ☐ Phone Call

F TERMS & CONDITIONS — SERVICE AGREEMENT

This document constitutes a binding agreement between the Responsible Party / Client ("the Client") and DIFY PROJECTS, trading as DIFY ON CALL ("DIFY ON CALL", "the Company"). By signing this Application, the Client accepts and agrees to be bound by the clauses below in their entirety.

1. Term of Agreement

- This Agreement is a contract between the Client and DIFY ON CALL, active for a period of 12 (twelve) months from the date the Client's first quote is accepted.
- Pricing is reviewed after the initial 12-month period and may be adjusted by up to 10% (Annual Cost Increase / ACI) or in line with prevailing market rates.
- Either party may terminate this Agreement without cause, or by mutual agreement, subject to any notice period stated in Clause 4 and settlement of all outstanding invoices for services already rendered.

2. Accuracy of Information

- The Client warrants that all information provided in this Application is true, complete, and that nothing material has been withheld or concealed.
- The Client consents to DIFY ON CALL requesting further verification (including a valid ID or passport) at any stage and agrees to comply promptly with such requests.
- DIFY ON CALL reserves the right to decline, suspend, or withdraw services where information provided is found to be false, incomplete, or misleading, without liability to the Client.

3. Payment Terms: All Payments Strictly In Advance

- ALL fees, quotes, and invoices, irrespective of the care package selected (live-in, stay-out, hourly, daily, weekly, or elderly-share) are payable strictly in advance and before any service, shift, or caregiver allocation commences. No service will be rendered, and no caregiver will be dispatched or continue to attend, on the basis of a promise to pay, verbal agreement, or partial payment, unless expressly and separately agreed to in writing by DIFY ON CALL's management.
- A non-refundable administration fee of R500 (stay-out) or R650 (stay-in) is payable in advance, on acceptance of any quote, before a Caregiver is allocated.
- For full-time stay-in or stay-out arrangements, an upfront payment of 35% of the accepted quote is required in advance, before service commences. This amount is only refundable where the Client terminates services with 15 days' written notice, and after deduction of any amounts owing for services already rendered.
- For the Elderly-Share option, the full monthly share amount is due in advance on or before the Client's selected payment date (1st, 15th, 20th, 25th, 27th, or 28th of each month). Services will not continue into a new billing period until payment for that period has been received in full.
- For hourly, daily, or short-term requests, a minimum 50% deposit is payable in advance before a Caregiver arrives, with the balance settled in full, in advance of the Caregiver's departure, before the Caregiver leaves the premises.
- All payments must be made directly into the official DIFY PROJECTS bank account reflected on this Application. Under no circumstances are payments to be made directly to a Caregiver or any staff member; any such payment is made entirely at the Client's own risk and will not be recognised by DIFY ON CALL.
- Where an invoice or payment is not received in advance of the due date, DIFY ON CALL reserves the right, without penalty or liability, to suspend or withdraw the Caregiver until payment is received in full, and to charge a late-payment administration fee.
- Failure to pay any accepted quote or invoice may result in legal action, referral to a debt-collection agency, and/or listing with a credit bureau, at DIFY ON CALL's sole discretion.
- DIFY ON CALL reserves the right to withhold allocation of a Caregiver, or to withdraw a Caregiver already allocated, at any stage where affordability cannot be verified to its satisfaction, unless otherwise agreed in writing at DIFY ON CALL's discretion.

4. Caregiver Allocation, Complaints & Cancellation

- All complaints must be submitted directly to DIFY ON CALL for resolution, Email: relations@difyoncall.co.za | WhatsApp: 069 159 4229 and will be acknowledged within 48 hours of receipt.
- Where a client is dissatisfied with an allocated Caregiver under the Elderly-Share option, a replacement Caregiver will be allocated at no additional charge, provided the request is made within 1 month of the original allocation.
- Either party may cancel a booking or terminate ongoing services by giving written notice as follows: 15 days' written notice for full-time stay-in / stay-out arrangements, and 48 hours' written notice for hourly, daily, or short-term bookings. Amounts already paid for services rendered, and the non-refundable administration fee, are not refundable under any circumstances.
- Cancellations received with less notice than stipulated above will forfeit the applicable deposit or advance payment in full, to cover administrative and caregiver-allocation costs already incurred.

5. Liability, Indemnity & Disclaimer

- In consideration of being permitted to participate in, and be attended to under, the Elderly Care Services, the Client agrees to INDEMNIFY AND HOLD HARMLESS DIFY PROJECTS, trading as DIFY ON CALL, its directors, staff, and appointed Caregivers, against any and all liability, claims, demands, actions, loss, injury, or damage of any nature whatsoever including but not limited to loss of or damage to personal property, or injury to the Client or Patient arising out of, or in any way connected with, the Patient's participation in the Elderly Care Services, including any treatment provided in an emergency and any treatment provided within or outside the scope of a signed Medical Power of Attorney.
- DIFY ON CALL's total liability to the Client under this Agreement, however arising, shall not exceed the total fees paid by the Client for the services giving rise to the claim in the three (3) months preceding the event, save where such limitation is not permitted by law.
- DIFY ON CALL shall not be liable for any loss or damage arising from circumstances beyond its reasonable control, including but not limited to load-shedding, strike action, civil unrest, natural disaster, pandemic, or other force majeure event, or from the Client's failure to disclose accurate medical, dietary, or household information.
- Nothing in this clause limits any right the Client may have under the Consumer Protection Act 68 of 2008 that cannot lawfully be excluded or limited.

6. Confidentiality, POPIA & Non-Solicitation

- Personal information supplied on this Application is collected and processed strictly in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), for the purposes of service delivery, verification, billing, and where necessary debt recovery, and DIFY ON CALL may appoint a recovery agent or agency for this purpose.
- The Client agrees not to disclose, distribute, or share any personal information relating to DIFY ON CALL's Caregivers or staff members to any third party, in line with POPIA.
- The Client agrees not to directly engage, employ, or contract any Caregiver introduced by DIFY ON CALL whether during the term of this Agreement or within 12 months of its termination without DIFY ON CALL's prior written consent. Breach of this clause will render the Client liable for a placement fee equal to three (3) months of the applicable service fee.

7. General

- This Agreement, together with the accepted quote and this Application, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements, whether written or verbal.
- No amendment, variation, or waiver of any term of this Agreement will be valid unless recorded in writing and signed by an authorised representative of DIFY ON CALL.
- Should any clause of this Agreement be found invalid or unenforceable, that clause shall be severed and the remainder of the Agreement shall continue in full force and effect.
- This Agreement is governed by the laws of the Republic of South Africa, and the parties consent to the jurisdiction of the South African courts.

Client Signature _____

Date _____

G MEDICAL POWER OF ATTORNEY

IMPORTANT: READ CAREFULLY BEFORE SIGNING. Please review this section carefully and seek independent guidance if any term is not understood.

By signing this document, the Client gives authority to DIFY PROJECTS, trading as DIFY ON CALL, to appoint a capable Caregiver staff member to make emergency medical decisions at their discretion on the Patient's behalf, including decisions relating to medical services, treatments, and procedures.

DIFY ON CALL's appointed Caregivers will act with the same authority the Patient would have if able to act personally, including the authority to consent to, or refuse, medical treatment, including decisions about withholding or withdrawing life-sustaining treatment. It is therefore important that the Client knows and trusts the appointed Caregiver, and that the Caregiver is made aware of the Patient's preferences and family doctor for healthcare treatment.

For the Patient: even after this document is signed, a Patient who is deemed mentally competent retains the right to make their own healthcare decisions. Caregivers cannot act on the Patient's behalf until a healthcare professional has determined that the Patient is no longer physically or mentally able to make such decisions.

The Client should discuss the Patient's medical preferences with DIFY ON CALL's Caregivers so that these are known and understood. This document may be revoked at any time, in writing, save that it may not be revoked while the Patient is considered incompetent to make their own decisions. To be valid, this document must be signed in the presence of a notary, or two competent, independent adult witnesses (at least 18 years old, and not related to the Client by blood or marriage).

I. Limitations on DIFY ON CALL

DIFY ON CALL is authorised to make all medical decisions on the Patient's behalf EXCEPT for the following (leave blank if none):

_____

II. Duration

Unless stated otherwise herein, this Medical Power of Attorney remains in effect until revoked in writing. It cannot be revoked while the Patient is considered incompetent to make their own decisions.

☐ Optional — this Power of Attorney expires on the date below

Expiry Date _____

III. Prior Medical Power of Attorney

By signing this document, the Client hereby revokes all prior medical powers of attorney previously granted, if any.

Signatures

Executed on _____ **20** _____

City _____ **Province** _____

Principal's Signature _____

Principal — Print Name _____

Witness Signature _____

Witness — Print Name _____

H BANKING DETAILS FOR PAYMENT

Bank	Standard Bank
Account Name	DIFY ON CALL
Account Number	10234172175
Branch Code	051001
Reference	Client Full Name

Please note: DIFY ON CALL will never request payment directly to a Caregiver or staff member. Always confirm these banking details telephonically before making payment, and retain proof of payment for your records.

Client Acknowledgement

I confirm that I have read, understood, and agree to the Terms & Conditions and Medical Power of Attorney contained in this Application.

Client Signature _____

Date _____