



## Rules and Regulations

### 1. Background

- 1.1 The Robertson House Fund (hereafter referred to "The Trust") is the owner/custodian of Robertson House, situated at 20 Corsair Road, Sanddrift, Milnerton (hereafter referred to "the Property").
- 1.2 The organisation known as Robertson House, a branch of the Western Cape Association for Persons with Disabilities, is responsible for the day-to-day management of the organisation - providing accommodation and 24-hour care services to persons with physical disabilities (mainly permanent spinal cord injuries).
- 1.3 The residents of Robertson House are bound by the rules and regulations, which the Executive Committee of Robertson House issues from time to time.

### 2. Binding power

- 2.1 These regulations bind all residents and members of Robertson House
- 2.2 These regulations can be changed as referred to below.

### 3. Admission requirements

- 3.1 The admission of residents occurs with the exclusive discretion of the Executive Committee, after consultation with the Administrative Official and Residents Committee mentioned below.
- 3.2 The Executive Committee and the Residents' Committee will in agreement with the Act of the Organisation, give preference to people with spinal cord injuries where possible.

Requests for accommodation from ex-members of the South African National Defence Force (or his predecessor in title), or any freedom force or people that due to sport injuries are physically disabled, will also be given preference.

- 3.3 Possible residents will only be considered if they conform to the above requirements and accept the rules and regulations as described above.
- 3.4 Should a resident during his/her trial period of 3 (three) months be opposed to the regulations, the Residents Committee may request the Executive Committee to terminate the resident's accommodation.

#### **4. Housing money (Board and Lodging Fees)**

- 4.1 The Executive Committee will annually review and determine monthly rental. Any increase in monthly rental will only be implemented 30 (thirty) days after the announcement thereof.
- 4.2 Monthly rental is payable in advance on or before the 7<sup>th</sup> day of each month.
- 4.3 Should a resident not be able to pay the full monthly rental, family and friends or donors will be responsible to pay the difference. The family / donors have to sign a binding, written agreement to guarantee prompt payment of board and lodging fees.
- 4.4 A deposit equal to one month's board and lodging fee is payable in advance. Depending on the condition of the room the resident occupied, a refund of the deposit paid, will be considered and refunded after thirty days. The deposit cannot be deemed as board and lodging fee for the final month's accommodation. The deposit will be utilized to repair/replace any damages, to the room.
- 4.5 The Executive committee has the authority to terminate a resident's accommodation due to board and lodging fees in arrears.

#### **5. Resident's Committee**

- 5.1 All residents are automatically part of the Residents Committee.
- 5.2 The Residents elect a Residents' Committee every year, which consists of:
  - 5.2.1 Chairperson
  - 5.2.2 Vice-Chairperson
  - 5.2.3 Secretary
- 5.3 The Resident's Committee: -
  - Decisions are binding for all residents of the house; and
  - Is the only body that, apart from exceptions mentioned, can liaise with the Executive Committee.
- 5.4 Robertson House provides secretarial services for the Residents' Committee and Management Committee.
- 5.5 The Residents' Committee meets once a month (one week before the Management Committee Meeting) and reports on important issues to the Management Committee.
- 5.6 The Residents' Committee annually appoint 2 members to attend Management Committee meetings.
- 5.7 Residents have to, as far as possible, discuss all complaints at the Resident's Committee meetings. The Management Committee is under no obligation to accept complaints if it was not discussed at the Resident's Committee meetings.



5.8 Please Note: Attendance at Resident's Meetings is compulsory for all residents.

## 6. Staff

- 6.1 Only the Executive Committee may amend the duties of the staff.
- 6.2 Residents and members of Robertson House may not interfere with the work of the staff and need to support the work done by staff according to their duty roster, at all times.
- 6.3 Although staff is allowed to do favours for the residents (without additional remuneration), they are not allowed to leave the premises while on duty.

## 7. Quiet times

- 7.1 Residents will adhere to quiet times, where their actions (especially the playing of music) will be of such a way that they do not disturb other residents.
- 7.2 Residents will adhere to the following quiet times:

Weekdays : 22h00 – 07h30  
Fridays : 22h00 – 07h30  
Saturdays : 23h00 – 07h30  
Sundays : 22h00 – 06h00

## 8. Caring of residents and cleaning of rooms

- 8.1 Care attendants will be available until 09:30 in the mornings to assist residents to get out of bed. Exceptions to this rule will only be made due to medical / health reasons.

Over weekends there is a fixed routine and residents who wish to deviate from this routine, must ask in advance for permission from the Chairperson of the Residents' Committee.

- 8.2 Care attendants will be on duty on the following times:

Day shift : 06h30 – 18h30  
Night shift : 18h30 – 08h30  
                  : 20h30 – 08h30

Care attendants have a tea break - (15 minutes) in the morning and lunch (60 Minutes), which should be respected by the residents at all times.

- 8.3 Cleaning staff will clean all rooms between 09h00 and the end of their working day. Residents, whose rooms on any given day were not cleaned, will receive preference on the following day.
- 8.4 Residents will be responsible to keep their own rooms clean, should they deny the cleaning staff the opportunity to clean their rooms.
- 8.5 Complaints concerning the cleaning of the rooms must be submitted to the Chairman of the Residents' Committee, who in turn will forward it to the Management Committee for discussion at the monthly meetings.
- 8.6 No cupboards may be installed, rooms be painted or any structural changes be done without the approval of the Executive Committee.
- 8.7 Residents may only use the electric power points in their own rooms. Any additional power points may only be used if installed by a qualified electrician and at the approval of the Executive Committee. No loose wires on the ground are permitted.
- 8.8 **Hygiene** - Residents have to take responsibility for their own hygiene - therefore make sure the care attendants wash their hands with anti-bacterial hand soap before and after working with anything concerning your personal hygiene (especially when changing catheters), wearing gloves at all times. This precaution is to prevent cross-infection.

*Robertson House will endeavour to provide anti-bacterial hand soap, but please report timely if yours is empty. However, it remains the responsibility of the residents to ensure that they have anti-bacterial hand soap - even if they have to purchase it themselves.*

## 9. Visitors

- 9.1 Residents are responsible for the behaviour of their visitors and need to ensure that visitors behave at all times and are not disturbing other residents or personnel.
- 9.2 No visitors are allowed before 08:30 and need to leave the premises at least (latest) 30 minutes before quiet time.
- 9.3 If accommodation is available, visitors may, according to a set rate and with the permission of the Executive Committee stay overnight at Robertson House. (Rates are subject to change and will be added separately to this document). This privilege is subject to the following conditions:
  - 9.3.1 The Executive Management will not permit any person if the Resident's Committee is against it.
  - 9.3.2 The Management will determine the rates from time to time for the overnight privileges and meals enjoyed.
  - 9.3.3 Meal Tariffs for Visitors

Breakfast	:	R15
Light Lunch	:	R15
Main Meal	:	R25



Overnight tariff : R50 (excluding meals)

## 10. Meals

10.1 Rental includes three meals per day as well as coffee and tea.

The Residents' Committee will from time to time decide during which hours the three meals will be provided and inform residents via a notice on the notice board.

### Current times :

Breakfast : 07h00 – 09h00 (Weekdays and Sundays)

: 10h30 – 11h00 (Saturday "Brunch")

Lunch : 12h30 – 13h00

Supper : 17h00 – 18h30

***Please Note - Residents in bed will be fed 30 minutes before stipulated meal times.***

Tea and coffee will be served at the following times:

Morning tea/coffee : 10h00

Lunch tea/coffee : 15h00

Evening tea/coffee : 20h00 – 20h30

10.2 Employed Residents can make special arrangements with the Chairperson of the Resident's Committee in agreement with the kitchen personnel to enjoy prepared meals at different times.

10.3 Only staff on duty may enjoy their meals with the residents.

10.4 Residents, guests and non-kitchen staff are not allowed in the kitchen.

10.5 Residents may invite guests to eat with them on the following conditions:

10.5.1 Guests may only be invited if they have informed the Administrative Official at the latest 09h00 on the previous day. If the Admin Official is not available, then the person standing in for him/her or the Chairperson of the Residents' Committee.

10.5.2 The Executive Management will from time to time determine the fees payable for meals enjoyed by the guests.

## **11. Jacob Joffe club**

- 11.1 The entertainment area, Jacob Joffe, is exclusively for the use of residents and members of Robertson House.
- 11.2 The Executive Management will provide the hours on which Jacob Joffe may be used.
- 11.3 Jacob Joffe will at all times close at 24h00 at the latest.
- 11.4 Guests of Jacob Joffe will have to adhere strictly to the quiet times.
- 11.5 Closing times for functions will be discussed with residents.

## **12. Public Affairs**

- 12.1 All residents are expected to attend public affairs, as Robertson House is dependent on the support of the public.
- 12.2 Residents must be courteous to visitors and guests.
- 12.3 The Residents' Committee may prescribe the dress code for functions.
- 12.4 The Management Committee will provide information on all functions and outings will be published on the notice board in the dining room.

## **13. Transport**

- 13.1 The Executive Committee will as far as possible ensure that Robertson House will provide a vehicle to transport residents.
- 13.2 Requests for transport need to be captured in the transport diary, 24 hours in advance (excluding emergencies). Transport will only be provided if the transport program allows it.
- 13.3 The Management will determine the rate for private trips from time to time.
- 13.4 The Management will try to arrange transport for residents on Wednesdays (10:00) to the nearest shopping Centre.
- 13.5 Only drivers in possession of a valid public driver's licence/permit and have the written approval from the Executive Management are authorised to drive the Robertson House vehicle(s).
- 13.6 Requests for transport after hours and over weekends needs to be arranged with the Executive Committee or the person that is standing in. In this instance, residents will need to pay the fee as determined by the Executive Committee as well as the payment of the Driver's overtime fee, where applicable.

## **14. Laundry**

- 14.1 Laundry is done on Mondays, Wednesdays and Fridays.
- 14.2 Laundry will only be done if it is:
  - 14.2.1 marked clearly;
  - 14.2.2 handed in before 09:00 on the particular day;

- 14.2.3 The washing machines are not available for laundry over weekends, except in an emergency.
- 14.3 The Management will not accept any responsibility for damaged laundry or lost laundry. Residents hand in laundry on their own risk.

## **15. Discipline and Terminating of residency**

- 15.1 A resident who makes him/herself guilty of any misbehaving and/or unacceptable behaviour which is seen in the exclusive discretion of the Executive Management as a threat for the good name and existence of Robertson House or whose behaviour embarrasses his/her fellow residents or is guilty of damaging the property of Robertson House on purpose, accommodation may be terminated with one calendar month's notice, depending on the severity of the offence.
- 15.2 Any resident that makes him/herself guilty on two or more occasions in a twelve month period for unacceptable behaviour in the opinion of the Resident's Committee, or neglects to act on the instructions of the Executive Committee within 30 (thirty) days, accommodation may be ended with one calendar month's notice.
- 15.3 Any decision regarding the termination of a resident's right and especially the right to stay in Robertson House will depend exclusively with the discretion of the Executive Committee.

The Executive Committee will however not make any decisions regarding this before the Disciplinary Committee had given the resident the opportunity to present his/her case.

- 15.4 The Disciplinary Committee consists of:
  - 15.4.1 One member of the Residents' Committee
  - 15.4.2 Two members of the Executive Committee
  - 15.4.3 Administrative Official
- 15.5 No misbehaving and foul language or hate speech towards staff or staff to resident(s), or residents to residents will be tolerated; should this be identified accommodation will be terminated or disciplinary steps taken against staff.
- 15.6 Residents are responsible for damage recovery should they be guilty of causing any damage.
- 15.7 The abuse of spirits and/or use of drugs (without a doctor's prescription) in the house or on the premises are not allowed. Should residents be guilty of this, their accommodation will be terminated immediately.
- 15.8 Failure to pay board and lodging fees promptly can lead to termination of accommodation.
- 15.9 A Grievance Procedure is attached as *Annexure 1*.

## Exemption

The Executive Management, members of Robertson House and the Administrative Officials are not responsible for any damage incurred by the residents no matter what the cause was, but on condition that abovementioned people and bodies act as bona fide.

## 16. Smoking

Robertson House is considered a public place and **No Smoking** is allowed in the building. Residents, visitors and staff are to adhere to this law.

- This means no smoking in rooms, flats, staff rooms, staff quarters, toilets, TV room, kitchen, offices, corridors etc.
- Residents lying in bed are not allowed to smoke or to ask the assistance of a care attendant, this include smoking during the night.
- Smoking is allowed outside the building, away from entrances.
- Only in the event of extreme weather conditions, residents, visitors and staff are allowed to smoke in the braai area. However, when smoking in the braai area, smokers have to make sure the sliding doors to the kitchen, TV room and living quarters of the staff are properly closed at all times.

## 17. General

- 17.1 Any resident who wishes to end his/her accommodation at Robertson House must give one calendar month's written notice to the Executive Committee.  
Residents will not be allowed to remove any belongings unless all outstanding debt has been settled, the room inspected and any damages repaired.
- 17.2 House pets will only be allowed with written permission from the Executive Committee.
- 17.3 Residents that use the "braai" facilities are responsible to clean it or make prior arrangements with the cleaning staff or care attendants to have it cleaned.

**After studying the regulations you are required to sign or finger print the attached addendums and return it to the administrative office. A copy of the addendums will be given to you for safekeeping.**

**Please Note: Refusal to sign is an indication that you no longer wish to stay in Robertson House**





**Addendum 1**

I, \_\_\_\_\_, current/future resident of Robertson House, hereby understand and accept the rules and regulations as set out in this document.

I will at all times adhere to the rules and regulations and am aware of the consequences should I be guilty of misbehaving or be found guilty by not following the rules and regulations.

\_\_\_\_\_

**SIGNED (Resident)**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**SIGNED (Administrative Official)**

\_\_\_\_\_

**Date**

Witnesses: 1. \_\_\_\_\_

2. \_\_\_\_\_



**Addendum 2**

**Grievance Form**

RC - Residents Committee / DC - Disciplinary Committee / MC - Management Committee

<b>1. Date</b>		
<b>2. Name of Resident</b>		
<b>3. Presented to: Chairman - RC</b>		
<b>4. Grievance</b>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<b>5. Signed Resident</b>	<b>Signature or right thumb print</b>	
<b>6. Signed representative (if applicable)</b>	<b>Name</b>	
	<b>Signature</b>	
	<b>Date</b>	



## Annexure 2

VW - Verbal Warning / WW - Written Warning / T o R - Termination of Residency

CODE	OFFENCES	DEFINITION/ INTERPRETATION	1 <sup>st</sup> OF- FENCE	2 <sup>nd</sup> OF- FENCE	3 <sup>rd</sup> OF- FENCE
<b>1. MISBEHAVIOUR</b>					
1.1	• In general	Resident's behaviour is seen as a threat for the good name and existence of Robertson House and whose behaviour embarrasses his/her fellow residents	VW	WW	T o R
1.2	• At functions		WW	T o R	
<b>2. FOUL LANGUAGE OR HATE SPEECH</b>					
2.1	• Towards fellow Residents	Residents are not allowed to swear or use hate speech towards fellow residents, staff or visitors.	VW	WW	T o R
2.2	• Towards Staff		VW	WW	T o R
2.3	• Staff towards Residents		Staff disciplined according to labour regulations.		
<b>3. ABUSE OF SPIRITS AND/OR USE OF DRUGS</b>					
3.1	• In general	The abuse of spirits and/or use of drugs (without a doctor's prescription) in the house or on the premises or at functions in aide of Robertson House are not allowed	VW	WW	T o R
3.2	• At functions		WW	T o R	
3.3					
<b>4. DAMAGE TO PROPERTY</b>					
4.1	• Accidental	Residents are responsible for damage recovery for all damage to the property if caused by wilful actions or damage caused while under the influence.	Pay for Damage		
4.2	• Wilful				
4.3	• Under the influence				

VW - Verbal Warning / WW - Written Warning / T o R - Termination of Residency						
CODE	OFFENCES	DEFINITION/ INTERPRETATION	1 <sup>st</sup> OF- FENCE	2 <sup>nd</sup> OF- FENCE	3 <sup>rd</sup> OF-FENCE	
<b>5. SMOKING</b>						
5.1.	Resident	Robertson House is a Public Place and NO SMOKING is allowed in the building. Residents, Visitors and Staff have to adhere to this policy.  Smoking is allowed outside, away from entrances.  In extreme weather conditions, residents, visitors and staff can smoke in the braai area, provided that all the sliding doors to the building and living quarters of staff are closed.	VW	WW	T o R	
			<b>Staff (disciplined according to labour regulations)</b>			
<b>6. FAILURE TO PAY BOARD AND LODGING FEES etc.</b>						
6.1	<ul style="list-style-type: none"> <li>• Board and Lodging Fees</li> <li>• Insurance</li> <li>• Transport</li> </ul>	<p>Board and Lodging fees are payable monthly, in advance, on or before the 7<sup>th</sup> day of each month.</p> <p>Family/friends or donors are welcome to assist residents with the board and lodging fees. They have to sign a written agreement to guarantee prompt payment.</p> <p>Roberts House has the right to demand a deposit equal to a month's board and lodging fee. The deposit will be refunded 30 days after termination of accommodation, T&amp;C apply.</p> <p>Additional Insurance (optional) are payable together with B&amp;L Fees</p> <p>Robertson House provide transport on request and all fees charged are payable with the board and lodging fees.</p>	VW	WW	FWW	T o R