



## FACILITY AGREEMENT

between

Ingress Medical Practices (Pty) Ltd - (Registration Number: 2018/469141/07);  
**("Ingress")**

And

Registration Number:  
**(the "Contractor")**



## 1. DEFINITIONS

- 1.1. In this agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
- 1.1.1. Practitioner: a healthcare practitioner registered as such in terms of the Health Professions Act (no 56 of 1974) utilising the premises of the Contractor in terms of a short term usage of premises arrangement;
- 1.1.2. Facility: a portion of the whole premises under the control of the Contractor from which a health care practice is ordinarily run, with provision of a consultation room, appropriate equipment, consumables and staff resources. This portion of the whole premises is to be utilised by the Practitioner;
- 1.1.3. Ingress Model: a centrally administrated digital network designed to facilitate the operation of short term usage of premises arrangements between Practitioners and Contractors;
- 1.1.4. Session: a predetermined period of 4 consecutive hours of usage of the Facility by a Practitioner connected with the Contractor through Ingress.

## 2. TERM OF AGREEMENT

- 2.1. This agreement commences immediately upon signature thereof by both parties and shall continue to be in force and effect indefinitely until terminated by one of the parties hereto.
- 2.2. The Contractor may terminate this agreement for any reason whatsoever with 30 days written notice subject to the requirement that any bookings already confirmed in the calendar at the time of notice of termination must be honoured, subject to paragraph 2.3 below.
- 2.3. The Contractor may not terminate this agreement for a period of 90 days after having screened and approved a Practitioner as contemplated by paragraph 6.1.1. below, unless Ingress has provided express prior written consent to do so.
- 2.4. Ingress may terminate this agreement for any reason whatsoever with 30 days written notice to the Contractor.
- 2.5. The Parties hereto may terminate this agreement at any time by mutual agreement.

## 3. THE FACILITY

- 3.1. The Contractor agrees to the use of the Facility by a Practitioner for the sessions booked via Ingress.
- 3.2. For the purposes of this agreement, the Facility is constituted by (suite no, floor, street address, etc):



|        | <b>Component</b>                        | <b>✓</b> | <b>Remarks</b>                      |
|--------|---|----------|-------------------------------------|
| 3.3.1. | Parking                                 |          | (Area/bay to be specified)          |
| 3.3.2. | Waiting Room                            |          | (Operational hours to be specified) |
| 3.3.3. | Passageways & thoroughfares             |          |                                     |
| 3.3.4. | Toilets, bathrooms & similar facilities |          |                                     |
| 3.3.5. | Consulting room                         |          | (Room to be specified)              |
| 3.3.6. | Procedure room                          |          |                                     |
| 3.3.7. | Wifi & internet                         |          | (Quota to be specified)             |
| 3.3.8. | Telephone                               |          |                                     |
| 3.3.9. | Other (ie. Consumables store)           |          |                                     |

- 3.3. Usage of the Facility is inclusive of the usage of the following components thereof:
- 3.4. The Contractor agrees to the use of the equipment and consumables listed in the **appendix** hereto, which appendix shall be updated from Ingress from time to time.
- 3.5. The Contractor agrees to keep the consumables listed in the **appendix** hereto adequately stocked at all times for use by a Practitioner, which appendix shall be updated by Ingress from time to time.
- 3.6. The Contractor agrees to the use of staff by a Practitioner for the functions listed in the **appendix**, which appendix shall be updated from Ingress from time to time.
- 3.7. Ingress shall inform the Practitioner that he/she shall be required to furnish such other consumables as he/she may require and as are not listed in the appendix hereto, and that he/she shall be required to ensure their hygiene, safety and stock levels.
- 3.8. The Practitioner shall carry all other equipment as he/she may require which other equipment shall be kept, if necessary, at the Facility for the duration of his/her session only.

#### 4. CALENDAR

- 4.1. The Contractor agrees to make the Facility available to a Practitioner at the following predetermined times:
- 4.2. It is the responsibility of the Contractor to notify Ingress in writing of any changes to the Facility's availability no less than 30 days in advance (including public and / or religious holidays).
- 4.3. It is the responsibility of the Contractor to monitor their calendar on the Ingress web portal on a daily basis and to be aware and prepared for any upcoming confirmed bookings.



## 5. ACCESS

- 5.1. The Contractor agrees to make accessible for Practitioners and their patients all gates, doors and alarm systems required to allow the Practitioners and their patients the ability to access the Facility at all times for the duration of the Practitioners session.
- 5.2. The Contractor shall not be obliged to permit Practitioners access to the Facility outside of the Practitioner's sessions as scheduled with Ingress.

## 6. CONTRACTOR RESPONSIBILITIES

- 6.1. The Contractor undertakes the following obligations:
  - 6.1.1. Screening and approval of all prospective contracting Practitioners, should this be desired by the Contractor;
  - 6.1.2. Monitoring, managing and reviewing of the Ingress calendar and reservations daily;
  - 6.1.3. Ensuring that all necessary machinery, equipment and hardware at the Facility are fully operational;
  - 6.1.4. Ensuring that Nexion Contractor Manager, or any other host agency service as agreed upon by the parties from time to time, are accurately populated and optimized to facilitate payments; and
  - 6.1.5. Staffing and managing reception and general front-of-house administration.

## 7. USAGE OF PREMISES

- 7.1. The Contractor shall ensure that the Facility is in hygienic, good order and condition suitable for use and rendering of professional services by a Practitioner.
- 7.2. The Contractor shall ensure that the resources and consumables reasonably required in order for a Practitioner to run a professional practice from the Facility are in hygienic, good order and adequately stocked for use by a Practitioner.

## 8. PRIMARY LEASE, HOUSE AND BODY CORPORATE RULES

- 8.1. The Contractor warrants that it is entitled in terms of any existing lease agreement, house rules, body corporate rules or the like, to let, sub-let or otherwise allow a Practitioner to make use of the Facility for the purposes of this agreement.
- 8.2. The Contractor hereby indemnifies Ingress, its directors, employees, agents and representatives and holds them harmless against any damage, penalties, expenses or loss arising out of or occasioned by the breach of the terms of any existing lease agreement, house rules, body corporate rules or the like incurred as a result of any conduct on behalf of a Practitioner.

## 9. FEES

- 9.1. The fee payable by Ingress to the Contractor is an amount of R600.00 per booked Session only, where the Facility is booked for a Practitioner's usage through Ingress for a full business day and no other usage of the Facility is made during that time.
- 9.2. Ingress shall not be liable for any fee/s whatsoever where a Practitioner makes use of the Facility outside of a Session booked through Ingress, bearing in mind paragraph 10.2 below which prohibits such usage in any event



- 9.3. The fee/s payable by Ingress to the Contractor is all inclusive of all applicable charges, costs and / or deposits for utilities, amenities and services including, but not limited to, water, telephone, sanitary and/or refuse and/or medical waste removal, and any other services required by a Practitioner in respect of the Facility.
- 9.4. Ingress shall, on a monthly basis, provide the Contractor with a schedule of the Sessions on which the Facility was used by a Practitioner during the previous month and for which the Contractor is entitled to charge a fee. The Contractor shall issue an invoice to Ingress in accordance with this schedule, which invoice will reflect the amount payable by Ingress to the Contractor via electronic bank transfer. Ingress shall prepare this invoice on the Contractor's behalf.
- 9.5. The Contractor nominates the following account, adequate proof of which must be transmitted to [accounts@ingresshealthcare.co.za](mailto:accounts@ingresshealthcare.co.za), for receipt of any fee/s payable by Ingress:

Contractor bank details:

**Bank:** Click or tap here to enter text.

**Account holder:** Click or tap here to enter text.

**Account number:** Click or tap here to enter text.

**Branch code:** Click or tap here to enter text.

**Ref:** Click or tap here to enter text.



## 10. RESTRAINT OF TRADE

- 10.1. The Contractor acknowledges that in the course of this agreement they shall:
- 10.1.1. acquire know-how and knowledge of the business of Ingress and its Practitioners generally;
  - 10.1.2. have access to Practitioners with whom Ingress does business, whether embodied in lists or otherwise;
  - 10.1.3. generally have the opportunity of learning and acquiring business connections, building relationships and other confidential information pertaining to Ingress and its Practitioners.
- 10.2. The Contractor undertakes that for the subsistence of this agreement and/or for a period of 1(one) year from the date that this agreement is terminated for any reason whatsoever, the Contractor shall not directly or indirectly at any place in the Republic of South Africa, whether for the Contractor's own account or as an agent, partner, shareholder, consultant, representative, and whether for direct or indirect benefit, for reward or otherwise:
- 10.2.1. begin a business relationship with a Practitioner to the exclusion of Ingress;
  - 10.2.2. be interested in or concerned in any business or relationship which is directly or indirectly in competition with the business of Ingress or its associated Practitioners;
  - 10.2.3. canvass, solicit, interfere with or entice any Ingress client or partner, nor shall the Contractor attempt to do so.
  - 10.2.4. supply or make available or provide to third parties any materials, service or information which forms part of the systems and/or model of Ingress.
- 10.3. The Contractor further acknowledges and agrees that each undertaking given or restraint imposed in terms of this agreement is reasonable in its duration, area and scope of operation and is necessary for the protection of the proprietary interests of Ingress.
- 10.4. Each of the undertakings set out in this clause is severable and may, at the sole discretion of Ingress, be enforced in whole or in part.

## 11. LIABILITY / INDEMNITY

- 11.1. The Contractor must ensure that all machinery, equipment and hardware installed by Ingress at the Facility is covered by the Contractor's insurance and will be held liable for the replacement costs of any stolen or damaged machinery, equipment or hardware.
- 11.2. It is the responsibility of the Contractor to ensure that all Ingress Practitioner and patient information is treated with strict confidentiality.
- 11.3. It is the responsibility of the Contractor to ensure that no existing clients of the Contractor have their personal or confidential information exposed to any unauthorised third party, including a Practitioner or Ingress staff.
- 11.4. The Contractor hereby indemnifies Ingress, its directors, employees, agents and representatives and holds them harmless against any damage, penalties or loss arising out of or occasioned by any conduct by or on behalf of a Practitioner, patient or Ingress representative.



11.5. The Contractor hereby indemnifies Ingress, its directors, employees, agents and representatives and holds them harmless against any damage, penalties or loss arising out of or occasioned by any data breach or breach of confidentiality in respect of the personal information of any existing clients or patients of the Contractor.

11.6. Both Parties agree that they will not hold each other liable for any loss or damage suffered as a result of bodily injury, death or illness by any person, unless it occurred as a result of gross negligence on the part of a party or as a result of contravention of any laws.

## 12. RESTRICTIONS

12.1. Both Parties agree to the following restrictions of usage of the Facility: *Click or tap here to enter text.*

12.1.1. The Contractor will ensure that it maintains adequate insurance over the Facility; and

12.1.2. The Contractor and a Practitioner shall not engage directly with each other in respect of the usage of the Facility to the exclusion of Ingress;

## 13. ACKNOWLEDGMENT BY THE CONTRACTOR

13.1. The Contractor confirms that:

13.1.1. it has read and understands the provisions of this agreement;

13.1.2. all necessary clauses have been explained to it by Ingress;

13.1.3. it has been advised of all its rights in terms of this agreement and all relevant sections of the Consumer Protection Act (no 68 of 2008), if any; and

13.1.4. it enters this agreement freely and voluntarily.

## 14. GENERAL TERMS

14.1. No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of both Parties, with the exception of amendment to the appendix referred to in paragraph under paragraph 3 above, which Ingress shall update on its website from time to time. It is the Contractor's responsibility to ensure it is up-to-date with the latest terms of the appendix.

14.2. This agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

for **Ingress**

.....

duly authorised and warranting such authority



Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

for **Contractor**

.....

duly authorised and warranting such authority



August 2019

## Appendix A

### Ingress Consumable Management Policy

#### What defines a medical consumable?

These are defined as disposable (single use) items used by the practitioner for the testing or care of the patient.

#### Ingress policy on consumable management

Ingress has ensured the provision of standard first aid consumables to the practitioner as per inclusion in the arrangements with the Facility that the practitioner shall be utilizing. Therefore, inclusive to the sub-leasing of the room and furniture the practitioner is also to be provided with the below consumables ( and respective quantity) per consultation/patient by the facility.

1. Webcol (alcohol swab equivalent) X1
2. Syringe x1
3. Needle ( blood taking 21G/22G or equivalent) x1
4. Bandage x1
5. Gauze x1
6. Plaster ( or equivalent) x1
7. Burn shield (or equivalent) x1
8. Hand sanitizer use
9. Hand soap use
10. Pair of examination gloves (non-sterile) x1

Additional consumables i.e. additional quantity or other non-specified consumables are not included in the lease/facility agreement and are the sole responsibility of the practitioner. These will be billed directly to Ingress (as a proxy for the practitioner) at the end of the month; and will then be invoiced by Ingress to the practitioner. Ingress will settle the consumables debt incurred by the practitioner according at acceptable rates as per industry standard.

Ingress reimburses as per Atlantic Medical supplies rates (subject to change and availability). Rates are available for reference <https://atlanticmedicalsupplies.co.za/collections>. Ingress encourages comprehensive billing by the practitioner in consideration of: the consultation, procedures performed and any consumables used.

Ingress does not manufacture or supply any consumables to practitioners. The facility is responsible for the supply of any consumables used by the practitioner; the list provided above serves as an indication of the minimum required consumables to be provided. Additional consumables may be used at the discretion of the facility and responsibility of the practitioner.

Ingress does not supply, store or manage any drugs. Any drugs used by the practitioner are fully the responsibility of the practitioner and at the discretion of the facility.

#### Consumable Management procedures

#### End of Day



- **Facility:** The facility is responsible for completing the consumable management form. This form lists and quantifies ALL (including the minimum/basic provided) consumables used per practitioner for the day. \* this form must be dated and signed at the end of the day by both parties
- **Practitioner:** The practitioner is responsible for completing the consumable management form. This form lists and quantifies ALL (including the minimum/basic provided) consumables used per practitioner for the day. \* this form must be dated and signed at the end of the day by both parties

*Please note; The consumable form is currently a word document. The process of consumable management is subject to change as per the discretion of Ingress Healthcare. As of update August 2019, all consumable forms are to be emailed to [admin@ingresshealthcare.co.za](mailto:admin@ingresshealthcare.co.za) on the last day of each month.*

#### End of the Month

- **Facility:** All consumable management forms for the month are to be returned to Ingress (both soft or hard copies are acceptable, it is mandatory that the forms are dated and signed by both facility and practitioner)
- **Practitioner:** All consumable management forms for the month are to be returned to Ingress (both soft or hard copies are acceptable, it is mandatory that the forms are dated and signed by both facility and practitioner).
- **Ingress:** The consumable manager will collect all the consumables forms for the month and cross reference the total usage per practitioner/per facility as documented by both parties and address any inconsistencies on a personal basis. Inconsistencies after due investigation by the consumable manager will be balanced at his/her discretion within reason.

Please note:

The basic inclusive consumables will be deducted and any remaining consumables will be reimbursed financially at Atlantic medical supplies rates ( please reference here <https://atlantiemedicalsupplies.co.za/collections> ). This will be invoiced directly back to the practitioner at the end of the month.