

TERMS AND CONDITIONS

This agreement is made this _____ day of _____ between yourself as the Customer and White Feather Health Care Sdn. Bhd (Company) (Reg no: 202301037911 / 1531833-U) which owns and operates White Feather Confinement Centre (Centre)

By confirming your booking with a payment of 30% of the chosen package price, you acknowledge that you have read, understood and accepted the terms and conditions (T&C) outlined below.

1. Services Offered

- We are pleased to offer the following services (amongst others) to all our Postpartum Mother (Mother) who have purchased and acquired our Postpartum Care Package.
 - A. For Mothers:
 - a. Monitoring of basic Health parameters
 - b. 24/7 care of mothers
 - c. 24/7 security
 - d. Advice, guidance and assistance on postpartum related issues
 - e. Complete range of amenities as listed in the package
 - f. 5 meals a day (3 main meals + 1 teatime + 1 supper)
 - g. Internet / WIFI
 - h. Laundry Services
 - B. For Baby:
 - a. Monitoring of basic Health parameters
 - b. 24/7 nursing care
 - c. 24/7 security
 - d. Provision of baby diapers
 - e. Formula milk upon request but subject to availability. However we are not responsible for any adverse effects that may affect your formula -fed baby.
 - f. Jaundice level check with help of a Transcutaneous Bilirubinometer (Neorubin).
 - g. Laundry Services

2. Fees and Payment

- You are required to pay the fees according to the package (Comfort, Deluxe or Premium) you have selected.
- You will pay 30% of the package fees upon booking of your stay with us. This 30% will be considered as a portion of the total fees and is refundable subject to terms and conditions which you have agreed on signing up with us.

- The remaining 70% of the fees will need to be paid in full by the Mother on the Check-In date before being given access to the chosen package and facilities in the Centre.
- Pre-booking of a specific room is not allowed. However we will try to accommodate your preference whenever possible.
- Additional charges incurred by the Mother for the use of additional services or products need to be paid in full within the given time frame .

3. Cancellation and Refund

- Before Check-In
 - a. The Mother is entitled to cancel the booking at any time before the Check-in date in the event the mother is unable to use the services provided by the centre due to poor health condition, intrauterine death, disease or death and to be supported by a written medical report. In such cases, the Centre shall refund the deposit sum (after deducting the appropriate administrative & processing fee) provided that a valid medical reason and proof from a qualified medical practitioner or medical facility is provided to the Centre. In the absence of such proof, there will be no refund of deposit upon such cancellation.
 - b. An administrative and processing fee upto a maximum of RM500.00 will be imposed for any refund.
- After Check-In
 - a. Should the duration of stay for the Mother and the Baby be shortened after check-in:
 - Due to medical reasons and supported with medical report from a qualified medical practitioner or medical facility. The fees incurred will be prorated based on duration of stay. After deducting any additional charges, the remaining amount will be refunded.
 - No refunds will be granted for any reasons not attributable to the Centre.

4. Cancellation by Centre

- The Centre reserves the right to terminate this agreement by providing written notice to the mother in the event of any of the following occurrences:
 - a. Non-payment of fees or any other charges owed to the Centre
 - b. Breach of any terms of the agreement or Procedures and Policy of the Centre
 - c. Mother or Baby being affected by any infectious disease or adverse medical conditions
- Upon termination of the Agreement due to the reasons noted
 - a. The customer shall immediately vacate the room and hand over the room to the Centre
 - b. Any fees or portions thereof received by the Centre at the time of termination shall be forfeited by the Centre
 - c. The mother shall indemnify the Centre against all actions, claims, losses and damages that may arise from customers breach or default of the agreement.

5. Postpartum Mother stay details

- A. Total Days of Stay will depends on the package chosen (example: 28 days & 27 nights) including any days spent in a hospital due to any reasons
- B. Check -In:
- After 2pm but before 6pm
 - Mother must give 2 days advance notice before Check-In
 - In situations where the Mother need to Check-In earlier or later than the estimated Check-In date, she will be permitted to Check in, as long as the Centre receives reasonable prior notification and subject to room availability. The actual date of admission shall be the Check – In date.
- C. Check-Out:
- Before 2pm
 - If the Mother wish to check out later than the standard Check-Out time, she will need to inform the Centre earlier. Such request will be considered at the sole discretion of the Centre and based on availability of the rooms.
- D. Extension of stay Period:
- If the Mother wish to stay longer, she must notify the Centre a minimum of 7 days prior to the scheduled Check-Out date. The Centre reserves the right to consider such requests, subject to room availability.
- E. Husband / Partner Stay In
- Depending upon the package chosen, only the husband / Partner is allowed to stay in the room. No discount on the package price will be given if the husband / Partner decides otherwise.
 - No meals or laundry services under the package will be provided.

6. Postpartum Mother Responsibilities:

- Promptly inform the Centre of any significant physical discomfort, illness, accidents, injuries or any other conditions affecting yourself or your baby that may require immediate medical attention.
- It is the Mother's responsibility to provide the following at the time of Check-In or during her stay with us :
 - a. Complete and accurate information and documentation regarding both her and her baby's medical health and physical condition
 - b. Any specific medical advice given by her doctor or health care personnel upon discharge from the hospital
 - c. Food allergies

- d. Any other additional information that may assist in ensuring optimal care for both herself and her baby.
- In the event that the Mother or her baby requires medical attention, it is the mother's responsibility to seek care from qualified medical personnel. The employees of the centre are not responsible for providing any medical treatments or advice, except in cases of life-threatening emergencies, where appropriate first aid will be administered.
- Always ensure proper care for yourself, handle and care your baby using appropriate techniques and hygienic practices.

7. Spaces & Services

- Mother will stay in the allocated room and use the amenities and facilities provided with reasonable care.
- In the event of any damage to the amenities /facilities, losses or theft of any items within the facilities attributed to you, your companion or your visitors during your stay, the cost and expenses incurred by the centre for any repair or replacement of damaged or missing items shall be payable by you within a reasonable time frame granted by the Centre
- Mother is expected to follow the Centres Policies and Procedures (P&P) throughout their stay with us and shall ensure their husband / partner or visitors comply with the same where applicable.

8. The Centre's Right to Premises

- The Centre and its employees have the right to enter the room for the purposes of providing services, including carrying out any repair, inspection or maintenance work subject to reasonable prior notification.

9. External Service Provider

- In the event you plan to engage any third party for the supply of goods or services, it can only be done after receiving prior approval from the Centre.
- The agreement, as well as any dealings or understandings between you and the third party, is solely between yourselves. Under no circumstances shall the Centre be held liable for any matters arising from this relationship.
- The third-party provider engaged by you must comply with the Policies and Procedures of the Centre. The Centre reserves the right to deny, refuse, or remove them from the premises without the need to provide any explanation.
- You shall indemnify the Centre for any damages, claims, etc relating from such third party services.

10. Prohibition

- The Centre observe a strict non-smoking policy (which includes e-cigarette) within our premises. Smoking is strictly prohibited in the room or any part of the Centre. In the event the Mother, husband / partner, or any of your guest(s) smoke within our premises, the centre reserves their rights to request the customer to leave the property and there shall be no refunds of all monies paid.
- The Mother, husband / partner or visitors are prohibited from cooking any meals on their own or using their own personal cooking appliances with in the premises. To ensure the safety in terms of hygiene and health of your Baby and yourself, we discourage you from bringing or consuming any outside food in the Centre. Should you choose to bring or consume outside food or order any food from a third-party service provider, prior approval must be obtained from the Centre. In such event, the Centre shall not be liable for any hygiene, health or safety issues attributed to the consumption of food from the third party supplier.

11. Accountability and Restitution

- Unless there is an act or omission arising from the negligence or wrongful act by the Centre and to the extent permitted by the law, the Centre (including its employees) shall not be liable to you, your baby or your husband / partner or any third parties claiming through you, for:
 - a. Any incidents, accidents, death or injuries howsoever sustained or suffered by any of the stated individual
 - b. Any illness or medical conditions sustained or suffered by any of the stated individual (including but not limited to jaundice, dehydration, infection of any form or outbreak of infections, mosquito or any insect bites which may lead to any form of illness and all other medical concerns that are beyond the control of the Centre)
- To the extent permitted by the law, you agree to indemnify and hold harmless, the Company and/or the centre, its directors, officers and employees against all liabilities, claims, loss and damages for which the Company may suffer arising from your reservation or your stay, or due to circumstances caused by the wrongful acts or omissions, negligence or breach by you, your husband / partner or your visitors.
- The mother, guests and visitors are advised not to bring and/or store their valuable belongings at the premises and/or in the room. Any valuable belongings kept or stored on the premises and/or the room shall be so kept or stored at the risk of the mother, guests and visitors. The mother, guests and visitors releases and agrees to indemnify and hold harmless the centre against any claims arising out of the damage, theft or losses in connection to any valuable belongings.
- To the extent permitted by law, the aggregate liability of the Centre to you is limited to an amount not exceeding the Fees paid by you for your booking of stay with us.

12. Non-derogatory Statements

- The New Mother and/or her companion (husband / partner) agree that:
 - a. Not to make any written or verbal statements, or posts on social media, nor to encourage others to do so, that defame, disparage, or criticize the personal or business reputation, practices, or conduct of the Centre.
 - b. This clause is a material provision of this agreement; any breach shall constitute a material breach, and the Centre would suffer irreparable harm from such violation.
 - c. In the event of breach of this clause, the mother and/ or her husband/partner shall be liable for any damages or losses incurred by the Centre as a result.

13. Governing Laws and Jurisdiction

- This Agreement will be interpreted and regulated in line with the laws of Malaysia.

IN WITNESS WHEREOF, the Parties have signed this agreement as of the date first written above

Postpartum Mother

Name:

NRIC No:

Date:

Person In-Charge

Name:

Position:

Date:

Chief Executive Officer / Director

Date: