

## GENERAL TERMS AND CONDITIONS

- TTDI:** 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Podium Block Plaza VADS, No. 1 Jalan Tun Mohd Fuad, Taman Tun Dr. Ismail, 60000 Kuala Lumpur.
- Puchong:** B12 & B13, Block B, Dataran Puchong, Jalan PU 7/1A, Taman Puchong Utama, 47140 Puchong, Selangor.
- Bukit Jalil:** 2-02-01, 2-03-01 & 2-03A-01 Ho Hup Tower Aurora Place, 1-03-01 Aurora Sova, Plaza Bukit Jalil, No 1, Persiaran Jalil 1, Bandar Bukit Jalil, 57000 Kuala Lumpur.

### IMPORTANT – PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

By confirming your Reservation (as defined below), you agree that you have read, understood, accepted and agreed with the General Terms and Conditions (“**T&C**”). This T&C constitutes a valid and legally binding agreement between you and LYC Mother & Child Centre Sdn Bhd (Company No: 972687-K) (“**Company**”). The Company reserves the right to modify, change or vary the T&C or its policies relating to the Services (as defined in Article 8 below) at any time as it deems fit. Such modification, variations and/or changes to the T&C or its policies relating to the Services shall be effective upon the notification of the updated version from time to time.

#### Article 1: **Definition**

“Agreement” means this T&C and any written amendments, supplements, additions and variations made thereto from time to time;

“Building Common Areas” means the provisional block including entrance, hall, stairs, walkways, or corridors, lifts, car parks area, courtyard and any other common areas within and around the Building provided for the benefit of all occupiers;

“Building” means the building or annex to a building (either) wholly or partly occupied or used by the Company for purposes of operating the Centre;

“Business Day” means a day on which banks are open for business in Kuala Lumpur except a Saturday or Sunday or a public holiday;

“Centre” means the postpartum care centre operated under the name “LYC Mother & Child Centre”, located at different places as mentioned above;

“Check-In Date” means the admission date of which the New Mother shall commence the Stay Period at the Centre;

“Check-Out Date” means the last date of which the New Mother and the Baby shall stay at the Centre;

“Centre Common Areas” means the lobby or reception area of the Centre, multi-function hall, kitchen, wellness centre and any other common areas within the Centre provided for the benefit of the New Mother;

“Companion” means the person who accompanies the New Mother during the Stay Period;

“Days of Stay” means 28 days 27 nights under the postpartum package;

“Estimated Check-In Date” means the indicative date of which a Reservation is made by the New Mother, either through online platforms or other forms of booking system as may be determined by the Company;

“Facilities” means the facilities or amenities, fittings and fixtures made available in the Room and/or Centre Common Areas provided by the Centre including but not limited to TV / entertainment devices, air-conditioning, bar fridge, sofa bed and electronic safe deposit box;

“Fees” means the fees for the Services under the postpartum care package signed up by the New Mother and charges for additional products and/or services as may be used by the New Mother during the Stay Period;

“House Rules” means the detailed rules and regulations to be observed by the New Mother, her Companion and Visitors (where applicable) as set out in Annexure 1 of this Agreement;

“Baby” means the infant(s) or the newborn(s) of the New Mother;

“Nursery Room” means the designated room in the Centre for purposes of nursing and caring for the infants;

“New Mother” means a customer who made a Reservation and purchased a postpartum care package offered by the Centre;

“PDPA” means the Personal Data Protection Act 2010;

“Personal Data” means any information that relates to the New Mother and/or her family member(s) such as name, identity card number, telephone number, address, email address, photograph, Sensitive Personal Data (as defined in the Privacy Notice) and any other information as may be required by the Centre which have been collected by or provided to the Company for the purposes as stated in the Privacy Notice;

“Privacy Notice” means the notice under the applicable PDPA laws attached hereto as Annexure 2;

“Room” means either the Deluxe, Premier or VIP room as may be selected by the New Mother during the Stay

Period;

“Reservation” means the booking of a Room for the New Mother’s and Baby’s stay at the Centre for a particular period of time selected from the postpartum care packages which the Company offers at its discretion from time to time;

“Stay Period” means the duration of stay at the Centre under the Reservation or as may be extended by mutual agreement of the parties herein. For the avoidance of doubt, the Stay Period shall commence from the Check-In Date until Check-Out Date;

1.1 Under this Agreement, the expressions of “us”, “we” and “our” shall be taken as references to the Company and the expressions of “you” and “your” shall be taken as reference to the New Mother.

1.2 Words in the singular include the plural and the plural includes the singular and a reference to a right includes a remedy, power, authority, discretion or benefit.

1.3 Where the day on or by which something shall be done is not on a Business Day, that thing shall be done on or by the next Business Day.

## **Article 2: Fees & Payment**

2.1 You shall pay the Fees in accordance to the Package (Deluxe, Premier or VIP) upon availability with the payment schedule as may be determined by the Company from time to time. The Fee is exclusive of any government taxes that may be applicable from time to time. The Rooms are subject to availability and therefore pre-booking on a specific room is not permitted.

2.2 The Package allows for the Husband of the New Mother (“Husband”) to stay in the room (“Stay-in”) for free. No other relatives or friends are allowed to stay the night.

2.3 A deposit sum (30% of the Package fees) shall be paid by the New Mother upon confirmation of the Reservation, which will be deemed as part payment of the Fees and refundable subject to the cancellation policy under Article 12 and Article 13 of this Agreement. (The deposit sum may be changed at the Company’s discretion – you will be advised accordingly before you sign up). The balance amount of the Fees is payable in full by the New Mother on the Check-In Date. If additional charges have been incurred for the use of additional services or products, or due to a variation of the postpartum care package, the New Mother shall pay for such additional charges (together with tax, if any) within the stipulated time provided or upon check out (whichever is earlier).

2.4 In the event of a late payment of Fees subject to Article 13, the Company reserves the right to charge interest

at the rate of eight percent (8%) per annum calculated on a monthly rest on any overdue amount until the outstanding sum is paid in full.

2.5 You shall pay the Sales and Service Tax (“SST”) and/ or other government taxes where applicable.

### Article 3: **Check-In**

3.1 It is compulsory for the New Mother to give the Company two (2) days’ advance notice before check-in.

3.2 In the event the New Mother and the Baby have to check in earlier or later than the Estimated Check-In Date either due to early or late delivery of the Baby or other reasons, the New Mother and Baby shall be allowed to check-in provided that the Centre is given reasonable prior notification and is subject to the availability of room. The actual date of admission shall be the Check-In Date. Should there be no change to the Estimated Check-In Date for the New Mother and the Baby, then the Estimated Check-In Date shall be deemed as their Check-In Date.

3.3 The standard check-in time is 3.00pm.

### Article 4: **Husband Stay In**

4.1 Under this Package and subject to Clause 2 of Annexure 1, only the Husband is allowed to stay in the room. Discount on the Package will not be given in the event that the Husband decides not to Stay-in.

4.2 Laundry services and meals under the Package will not be provided for the Husband.

### Article 5: **Check-Out**

5.1 The standard check-out time is 12.00pm.

5.2 If you wish to check out later than the standard check-out time, you may make a request at the Centre and such request may be approved or rejected by the Company at its sole discretion and subject to the availability of the Room. If you check out between 12.00pm and 2.00pm, a surcharge equivalent to a half-day rate shall be imposed on you. If you check out after 2.00pm, a surcharge equivalent to a full day rate shall apply. Any surcharge will be payable by you upon check out.

### Article 6: **Extension of Stay Period**

In the event you wish to extend your Stay Period, you must submit an extension request form (copies of which are available at our front desk) at least seven (7) days prior to the scheduled Check-Out Date. The Company reserves the right to consider and/or accept such request for extension subject to room availability. If the request is accepted, the Company shall inform you of the acceptance soonest practicable and all the terms and conditions

under this Agreement shall continue to apply between the Parties until the end of the extended Stay Period.

#### **Article 7: Obligations of the New Mother**

You shall:

- (a) Provide us with complete and accurate information and documents relating to the New Mother's and Baby's medical health and physical condition on the Check-in Date or during your Stay Period;
- (b) Inform the Company of any concerns that you may have about your recommended treatment (non-medical) or meal plans during Check-In Date or throughout your Stay Period;
- (c) Immediately inform us of any accident, emergencies, illness, severe discomfort, injury, irregularity or abnormality that would require medical attention which you or your Baby might have suffered during your Stay Period;
- (d) In case of illness or any medical concerns suffered by the New Mother and/or the Baby during the Stay Period, you are responsible to seek medical advice or treatment for you or your baby from a qualified/ certified medical practitioner outside of the Centre. The employees of the Centre are non-medical staffs and the Company will not be held responsible for the illness/ medical conditions suffered by the New Mother and to the Baby; and
- (e) At all times exercise care and proper hygiene practices particularly when handling your Baby.

#### **Article 8: Prohibition**

- 8.1 The Company maintains a strict non-smoking policy (which includes e-cigarette) in the Building, including the Building Common Areas. Smoking is prohibited in the Room or any part of the Centre. In the event the New Mother, the Companion, or any of your guest(s) smoke at any part of the abovementioned areas, the Company reserves their rights to request for the New Mother to leave the property and there shall be no refunds of all monies paid. In addition, we will levy a restoration fee of RM500 to restore our rooms or the affected areas back to the smoke free condition.
- 8.2 The New Mother, Companion or your Guests or Visitors are prohibited from cooking any meals on their own or using their own personal cooking appliances while in the Building. 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 written consent must be obtained from the Company. In such event, the Company shall not be liable for any hygiene, health or safety issues attributed to the consumption of food from the third party and Article 11 shall apply.

- 8.3 We also prohibit any flower bouquet to be kept and displayed in your Room.
- 8.4 Dangerous items or substances that may endanger the safety of the New Mother, the Baby and all occupants at the Centre are strictly prohibited. Please ensure that you, the Companion or Guests do not pack, bring along or use any dangerous items in the non-exhaustive list as follows:-
- Firearms or weapons (including knives, bladed objects that are illegal by local laws); or
  - Explosives, combustible or flammable substances; or
  - Infective substances; or
  - Save for prescription/controlled drugs prescribed by the certified medical practitioner or off-the-counter medication, any drugs that are prohibited or deemed illegal by local laws; or
  - Knives

The Company reserves the right to confiscate any item deemed as a threat to the safety of the occupants at the Centre.

#### Article 9: **Services**

The Company offers the following services (amongst others) for all of the postpartum care packages which may be varied by the Company at its sole discretion from time to time:

##### For New Mother and Baby:

- (1) Basic health assessments;
- (2) 24-hour care by well-trained caregivers;
- (3) Toiletries; and
- (4) 24/7 security.

##### For New Mother:

- (1) Maternal well-being;
- (2) Entertainment services (Astro channels) are provided;
- (3) 5 meals a day (which comprises of 3 main meals (breakfast, lunch, and dinner), 1 teatime, and 1 supper); and
- (4) Internet or Wifi (The Company is not responsible for the stability or strength of the internet or WIFI access within the premises).

### Babysitting Services:

The following items will be provided:-

- (1) Baby diapers and clothing (excluding baby formula and breast pump accessories);
- (2) Provision of 24/7 baby surveillance system accessible by the parents of the Baby;
- (3) Testing equipment and test kit for jaundice:-
  - (a) Bilicheck conducted by the Company to ascertain jaundice level excluding blood test;
  - (b) It is your sole responsibility to seek medical help from your doctor for Baby's jaundice treatment;
  - (c) For avoidance of doubt, the Company will only provide jaundice level checks if necessary.
- (4) 24/7 care for the Baby; and
- (5) We encourage the New Mother to breastfeed their babies. However, in circumstances where your breast milk is insufficient and/or you have decided to feed your baby formula milk, it is recommended that you consult your doctor for the same –
  - (a) Due to the availability of wide range of baby formula milk in the market and to avoid complications, you are required to purchase your own baby formula milk;
  - (b) We shall not be responsible for consequences arising out from the baby formula milk purchased and provided by you.

The Company is not a private medical facility nor a private maternity home for midwifery care and nursing care services under the Private Healthcare Facilities and Services Act 1998.

### **Article 10: Room & Facilities**

- 10.1 You may occupy the allocated Room and use the Facilities with reasonable care and in accordance to the policies imposed by the Company from time to time.
- 10.2 In the event of any damage to the 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 Company for any repair or replacement of damaged or missing items shall be payable by you within seven (7) days upon the Company's demand.

10.3 You shall comply with the House Rules throughout the Stay Period and shall ensure that your Companion or Visitors comply with the provisions of the House Rules where applicable.

#### Article 11: **Liability and Indemnity**

11.1 Unless there is an act or omission arising from the negligence or wrongful act by the Company and to the extent permitted by the law, the Company (including its employees) shall not be liable to you, your Baby or your Companion or any third parties claiming through you, for:

(a) any incidents, accidents, death or injuries howsoever sustained or suffered by any of the aforesaid persons (including but not limited to allergy caused by the consumption of outside food at the Centre or flower bouquet);

or

(b) any illness or medical conditions sustained or suffered by any of the aforesaid persons (including but not limited to jaundice, dehydration, infection of any form, mosquito or any insect bites which may lead to dengue fever, rashes or any other symptoms and all other medical concerns that are beyond the Company and/or the Centre's control);

11.2 To the extent permitted by the law, you agree to indemnify and hold harmless, the Company and its current 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 Companion or your Visitors.

11.3 The New 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 New Mother, Guests and Visitors. The New Mother, Guests and Visitors releases and agrees to indemnify and hold harmless the Company against any claims arising out of the damage, theft or losses in connection to any valuable belongings.

11.4 To the extent permitted by law, the aggregate liability of the Company to you is limited to an amount not exceeding the Fees paid by you for your Reservation.

#### Article 12: **Cancellation and Refund**

(a) Before Check-In

(i) The New Mother is entitled to cancel the Reservation at any time before the Check-in Date in the event the New Mother is unable to use the services provided by the Company due to poor health condition, still born, disease or death and to be substantiable by written medical report proof. In such



case, the Company shall refund the deposit sum (after deducting the charges as per Clause 12(a)(ii) below) provided that a valid medical reason and proof from a qualified medical practitioner or medical facility is provided to the Company. In the absence of such proof, there will be no refund of deposit upon such cancellation.

(ii) An administrative and processing fee of RM500.00 will be imposed for any refund.

(b) After Check-In

Should the duration of stay for the Mother and the Baby be shortened after check-in:

(i) due to medical reasons coupled with medical report from a qualified medical practitioner or medical facility is produced to the Company, the Fees incurred shall be pro-rated based on the duration of stay and after deducting any additional charges (i.e. processing fees) shall be refunded.

(ii) for any other reason or reasons not attributed to the Company, no refund shall be entertained.

### Article 13: **Cancellation by Company**

13.1 The Company shall be entitled to terminate this Agreement by notice in writing to the New Mother in the event of the occurrence of the following:

- (a) Non-payment of Fees or other outstanding bill balances for ancillary services rendered or products consumed during the stay of the New Mother;
- (b) Breach of any terms of the Agreement, House Rules and any other regulations as amended or imposed by the Company from time to time;
- (c) Act of God;
- (d) New Mother or Baby suffering from any infectious disease or any adverse medical conditions;
- (e) Unforeseen circumstances such as a global pandemic;
- (f) Governmental orders or restrictions; or
- (g) Circumstances beyond control of the Company

13.2 Upon termination of the Agreement in accordance with clause 13.1 above:

- (a) The New Mother shall immediately vacate the Room and hand over the Room to the Company in accordance with the House Rules;
- (b) The Fees or any part thereof received by the Company at the time of termination shall be forfeited by the Company, save and except for termination arising from the events as described in Articles 13.1(e), 13.1(f), and 13.1(g) herein; and
- (c) The New Mother shall indemnify the Company against all actions, claims, loss and damages which the Company may suffer arising from the New Mother's breach or default.

#### **Article 14: Third Party Service Provider**

- 14.1 In the event you intend to engage any third party for any supply of goods or services, you shall only do so upon receiving prior written consent from the Company. The Company shall have the discretion to impose restrictions and terms for the approval.
- 14.2 You shall be solely responsible for all obligations under agreements (including any payment obligations) entered into between you with any third party in respect of any supply of goods or services, including any additional catering services.
- 14.3 In such circumstances, the third-party service provider is solely responsible for the supply of goods and services and any involvement of the Company in facilitating your purchase with the third party, the Company shall not be liable for any failure in providing such goods or services by the third party or for any act, error, omission or negligence of the third party.
- 14.4 You shall ensure that the appointed third party complies with the applicable provisions of the House Rules imposed from time to time and shall also ensure that the third party service provider does not create any nuisance, or interference with, annoy or disturb any other occupiers. The Company reserves the right to remove the third party from the Facilities or refuse entry of the third party into the Building in the event of non-compliance.
- 14.5 You shall indemnify the Company for any damages, claims, etc relating from such third party services.

#### **Article 15: The Company's Right to Premises**

The Company 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, either

through text or verbally.

#### **Article 16: Force Majeure**

In the event that this Agreement is affected by force majeure and/or that any Room or any part of the Building is damaged beyond reasonable repair, causing disruptions to the smooth operations of the premises and/or is deemed totally unfit for occupation or use, the Company can be partially or totally exempted from its obligations and this shall not be considered to be a breach or default under this Agreement. The Company may under such circumstances terminate this Agreement without any compensation or refund to the New Mother.

#### **Article 17: Severability**

If any terms, conditions or provisions contained in this Agreement are held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Agreement shall not be affected.

#### **Article 18: Non-disparagement, Social Media**

18.1 The New Mother and/or her husband/partner hereby agree that:-

- (a) they shall not make any statement(s), written or verbal, post on any social media sites, cause or encourage others to make any statement(s), written or verbal, that defame, disparage or in any way criticize the personnel or business reputation, practices, or conduct of the Company;
- (b) this Clause is a material provision of this Agreement and that any breach of this Clause shall be a material breach of this Agreement, and that the Company would be irreparably harmed by the violation of this provision;
- (c) in the event of a breach of this Clause, the New Mother and/or her husband/partner shall be responsible for the damages and/or losses suffered by the Company consequent to such breach of this Clause.

#### **Article 19: General**

19.1 This Agreement replaces any previous agreement, representation, warranty or understanding between the parties concerning the subject matter and contains the entire agreement between the parties.

19.2 The Centre and/or the Company shall notify the New Mothers in the event there is any amendments, variations or modifications of the House Rules or policies as may be implemented by the Centre from

time to time. Notwithstanding the aforesaid, any amendments, variation or modifications to this Agreement shall be made in writing and signed by both parties or by persons authorized to sign for them. Should there be any inconsistency or conflict between the Agreement and the House Rules, this Agreement shall prevail.

- 19.3 You are not entitled to assign, novate or in any way transfer your rights under this Agreement to any third party.
- 19.4 If a provision in this Agreement is wholly or partly invalid or unenforceable, the provision or the part of it that is invalid or unenforceable shall, to that extent, be treated as deleted from this Agreement. This does not affect the validity or enforceability of the remaining provisions.

#### **Article 20: Dispute Resolution**

All disputes, controversies and/or differences arising out of or relating to or in connection with or under this Agreement shall be settled amicably through discussions. In the event the Parties fail to resolve any matters amicably, either Party may issue written notice of claims and the Parties shall refer the dispute to the exclusive jurisdiction of the courts of Malaysia.

#### **Article 21: Governing Laws and Jurisdiction**

This Agreement shall be construed and governed in accordance with the laws of Malaysia.

**IN WITNESS WHEREOF**, the Parties have executed this agreement as of the date first written above.

\_\_\_\_\_  
**New Mother**  
Name:  
NRIC no:  
Date:

\_\_\_\_\_  
**Person In-Charge**  
Name:  
Position:  
Date:

\_\_\_\_\_  
**Chief Admin Officer**  
Date:

\_\_\_\_\_  
**Chief Executive Officer**  
Date:

**Annexure 1**  
**House Rules**

**1. Applicability**

These rules and regulations (“**House Rules**”) shall apply to all New Mother, Companion, Visitors and Guests of the Company, where applicable. The Company is entitled to amend the House Rules from time to time as it deems fit.

**2. Room**

2.1 The Room is available for the New Mother and the Husband only throughout the Stay Period subject to the adherence and compliance with these House Rules.

2.2 The New Mother is entitled to use the Building Common Areas, including the rights of ingress and egress from the Room to the Building Common Areas as are designed or designated for access in common with all the other tenants of the Building (including all other persons from time to time duly authorised by us).

2.3 Check-Out Procedures:

2.3.1 New Mother will be required to return the Room access card and the Company properties (if any) to the reception at the end of the Stay Period.

2.3.2 In the event of any losses or damages to the Room or the Facilities, save for any wear and tear, the Company shall be entitled to charge the New Mother costs and expenses to repair and/or restore the Rooms or the Facilities to the original position.

2.3.3 We reserve the rights to dispose of any items left behind by the New Mother after the completion of the physical check-out. The Company shall not be liable for any lost items and/or items being disposed of after the New Mother has check-out.

2.3.4 The check-out time is 12.00pm on the last day of the Stay Period.

**3. Obligations of the Company**

3.1 The Company agrees to:-

(a) Provide a clean, safe and friendly environment for the New Mother;

(b) Provide security facilities for the Centre; and

(c) Provide and maintain the equipment in the Building Common Area.

3.2 The Company may during the Stay Period, subject to giving prior notice, request the New Mother to move to an alternative accommodation, for the purposes of carrying out emergency repairs to the Room considered necessary or desirable.

3.3 Where necessary, the Company may require the Baby to be placed in the Nursery Room or in a separate room for observation to ensure there is no risk of any respiratory infections or any other infectious disease.

#### **4. Obligations of the New Mother**

4.1 You agree to:-

(a) accept the use of the Room, Centre Common Areas and the Building as being in good condition and fit for the purposes for which they are intended to be used since the commencement of the Stay Period;

(b) accept the rights to use the Facilities in the Room in its 'as is where is basis' unless written notice of the missing items as per the inventory list is given to the Company within 24 hours from the time of check-in;

(c) inform us of any apparent issues or problems with the Facilities or the fixtures and fittings;

(d) not open the emergency door unless it is an emergency situation;

(e) report to us any accident or incident that you have witnessed in or around the Building and/or the Centre as soon as possible.

4.2 In addition to the above the New Mother shall:-

(a) refrain from endangering any persons in the Building, or cause nuisance or damage property belonging to any persons in the Centre or other occupiers in the Building;

(b) conduct themselves in a proper manner practicing reasonable courtesy, amiability and respect for other occupiers in the Building;

(c) respect each other's customs, race, religion and social obligation;

- (d) not install or bring into the building any hazardous, dangerous or offensive items;
- (e) not damage or vandalise any of the Company's or the other New Mother's property;
- (f) not to organise or participate in any form of illegal activities or engage in any form of commercial activities in the Building including the setting up of a commercial business in the New Mother's room.

## **5. Housekeeping**

5.1 Room cleaning services will be carried out daily between 9am to 3pm.

5.2 In the event the cleaner is unable to carry out the cleaning work due to the presence of the New Mother's guest(s) or the New Mother is sleeping, or for any other reasons, housekeeping will be carried out the following day at the same time as per the schedule provided in Clause 5.1 of Annexure 1 above.

## **6. Guests / Visitors**

6.1 Permitted Visitors:

6.1.1 Visitors shall only visit the New Mother and/or the Baby during the visiting hours and shall register themselves at the Centre's reception.

6.1.2 All Guests / Visitors shall change into clean slippers, use hand sanitizer to disinfect their hands and wear face masks. Any Guests / Visitors who are having a cold, fever, respiratory illnesses or statutory notifiable infectious disease are strictly forbidden to visit and/or enter the premises.

6.1.3 The Company has the right to restrict or deny entry, or to request any Guests / Visitors to leave the premises in the case where the Visitor or Guest is suspected or suffering from a contagious disease or he/she is deemed to have disturbed the New Mother or Baby or the other residents or is found to be rude towards the staff of the Centre.

6.1.4 Save for the Baby's parents, all Guests / Visitors are not allowed to touch the baby. They are only allowed to observe the Baby through the Nursery Room window and are forbidden to knock on the window or to take any photographs of the Baby.

6.1.5 Children under the age of 12 years old (except the New Mother's own children) are forbidden from entering the Room and Nursery Room to avoid disturbing all the New Mothers and babies in our Centre.



6.1.6 Pets are strictly forbidden from entering the Building.

6.1.7 The number of Guests / Visitors are restricted to maximum of 4 persons per visit and the duration per visit is 1 hour save for public holidays, wherein the duration is limited to 30 minutes per visit. Guests/ Visitors are not allowed to shout loudly in the Centre.

6.1.8 Only the registered Companion (the husband of the New Mother) are allowed to stay overnight in the Room. The expenses related to the Companion such as food and laundry services are not included under the Room package and will be subject to additional charges.

## **7. Visiting Hours**

Visiting hours are between 11.00 am to 6.00 pm daily. No one shall be allowed to visit outside the visiting hours or to babysit the Baby without the consent of the New Mother and the Company. For the safety of the New Mother and Baby, the New Mother shall notify the Company in advance the names and NRIC No. of any Guests or Visitors prior to their visit.

## **8. Maintenance of the Room and its Facilities**

8.1 The New Mother agrees to take reasonable care of her Room and the Facilities as well as furnishings and to immediately inform us of any damage of property.

8.2 The New Mother shall not make any structural alterations to the Room or remove any fixtures, furnishings, equipment, supplies or any other item from the Room or the Centre Common Areas.

8.3 Facilities provided for use by the New Mother including services of the saloon, wellness centre, multi-function hall etc. are ancillary services in addition to the accommodation provided, which may be subjected to additional charges. The Company will not be held responsible for any claims or losses arising out from the disruption / termination of any of these services nor are we obliged to provide any reason thereto whatsoever.

## **9. Internet Service**

9.1 The Company offers hotspot wireless internet service (“**WiFi Service**”) as a free, non-public service to its Visitors, Guests and New Mothers throughout the duration of their visits and/or stay. The Company is under no obligation to provide power source, advice or connectivity assistance. The Company also does not guarantee uninterrupted or fault-free WiFi Service or specific rates of speed nor does it have any control over information obtained through the internet and cannot be held responsible for its content or accuracy.

- 9.2 Users must be at least 18 years of age. Parental consent and supervision on the use of the internet through the WiFi Service are required for users age below 18. The WiFi Service may only be used for lawful purposes and in a manner which to the best knowledge of the Company is consistent with the rights of other users. The WiFi Service shall not be used in a manner which violates any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The WiFi Service shall not be used for the purpose of accessing, transmitting, or storing material which is considered obscene, libelous or defamatory. Illegal acts may subject users to prosecution by local, state, federal, or international authorities. The Company is at liberty to bring legal action against the users who violate this policy and/or to seek damages against them for any losses consequent thereto.
- 9.3 The use of WiFi Service is at the users' own risks. The Company reserves the right to remove, block, filter, suspend or restrict by any other means (including session time or download limits) or terminate the internet access without notice at the discretion of the Company or service operator.
- 9.4 The Company shall not be liable for any damage, undesired resource usage, or detrimental effects that may occur to a user's device and/or software while the user's device is attached to the Wifi Service, and the users shall release the Company from any liability against any losses, damages, security infringement, or injury which the user may sustain consequent to the usage of the Wifi Service.
- 9.5 All users of the WiFi Service are responsible to ensure that their antivirus software on their wireless devices is up to-date before connecting their device to the internet through the WiFi Service as they are exposing their devices to worms, viruses, Trojan horses, cyber-attacks, intrusions and other abuses by third parties.
- 9.6 At all times, users must strictly adhere to laws applicable to copyrights. Downloading or sharing copyrighted materials is strictly prohibited. The running of programs, services, systems, processes, or servers by a single user or group of users that may substantially degrade network performance or accessibility are not allowed.
- 9.7 Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also prohibited. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access controlled information is prohibited.

- 9.8 Forging the identity of a user or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited.
- 9.9 Users understand that wireless internet access is inherently not secure, and users should adopt appropriate security measures when using the WiFi Service. We highly discourage users from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this WiFi Service. Users are responsible for the security of their own devices.

## **10. Personal Belongings**

- 10.1 New Mothers are responsible for the safety of their personal belongings. We shall not be liable for any losses or damages to any goods, articles or property of any kind brought into or left at the Building either by the New Mother, her Companion or by any other Guests or Visitors.
- 10.2 New Mothers shall register all vehicles belonging to the New Mother with the Company. Cars, motorcycles, bicycles must only be parked at the designated areas only. The Company will not accept be liable for any accidents, damages, or losses incurred by the New Mother, her Companion or any other Guests or Visitors while parking their vehicles in the Building car park area.

## **11. Safety Precautions**

- 11.1 The Company shall exercise due diligence to ensure the safety and welfare of the New Mother and her Baby. The Company shall not hand the Baby to anyone without written consent of the New Mother.
- 11.2 For the safety of the New Mother, the New Mother is in breach of the House Rules if:
- (a) The New Mother refuses to evacuate the Building upon the sound of a fire alarm or refuse to follow specific evacuation guidelines and safety procedures; or
  - (b) The New Mother is found to have tampered or damaged any fire equipment or intentionally misused the fire alarms, smoke detectors, fire sprinklers or fire extinguishers.

## **12. Emergency Handling**

In the event the New Mother and/or the Baby requires immediate medical attention or in cases of emergency, the Company will help to arrange transportation (ambulance/taxi) for the New Mother and

the Baby to be sent to the hospital for treatment (if required) and/or take appropriate measures within its means based on the available resources and manpower and/or to contact the emergency contact person(s) immediately. The employees of the Centre will apply the necessary basic assistance to the New Mother and/or the Baby until the ambulance or professional help arrives.

The fees relating to the medical treatment and the accompanying transportation costs shall be borne solely by the New Mother. Additionally, the Company shall not be responsible for any medical advice or treatment provided by any third parties (including medical practitioners) or hospitals.

If the New Mother and/or the Baby is being hospitalised, the Fees during the Stay Period will still apply.

### **13. Force Majeure**

In the event that this Agreement is affected by force majeure and/or that any Room or any part of the Building is damaged beyond reasonable repair, causing disruptions to the smooth operations of the premises and/or is deemed totally unfit for occupation or use, the Company can be partially or totally exempted from its obligations and this shall not be considered to be a breach or default under this Agreement. The Company may, under such circumstances terminate this Agreement without any compensation or refund to the New Mother.

### **14. Severability**

If any term, conditions or provisions contained in these House Rules are held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the House Rules shall not be affected.

### **15. General**

- 15.1 The New Mother acknowledges and confirms that the occupation and use of the Room and Building and the use of fixtures and fittings therein are entirely at her risk.
- 15.2 The Company shall not be liable for any personal injury, losses or damages to the personal property of the New Mother or her family, relatives, friends or Visitors whether caused by fire, theft or any other reasons whatsoever, occurring within the Building unless caused by the Company.

**Annexure 2**  
**Privacy Notice**

This Privacy Notice (“**Notice**”) is prepared in accordance with the requirements of the Personal Data Protection Act (“**Act**”). This Notice outlines how the Group collects, uses, maintains and discloses your personal data and sets out the policies and procedures of the Group with regard to your personal data.

This Notice serves as your agreement to the usage and processing of your personal data for purposes set out below.

References to “Group” or “We” in this Notice means LYC Mother & Child Centre Sdn Bhd and/or its subsidiaries, related and associated companies regardless whether such companies are incorporated in or outside Malaysia.

“Personal Data” means your name, age, gender, date of birth, national registration card number/passport number, address, email address, telephone number, photograph, vehicle registration numbers, opinions, comments, information in connection to the programs and/or packages you have participated in and such other personal information or your views/opinions that are, have been and may be collected, compiled, processed and maintained with the Group from time to time.

“Sensitive Personal Data” means medical or health condition, medical records and information on your religion beliefs that are, have been and may be collected, compiled, processed and maintained with the Group from time to time.

**1. Consent**

When you request information or sign up for our products and services, you may be required to furnish your Personal Data. By doing so, you have consented to the usage of Personal Data by the Group in accordance with this Privacy Notice.

You may be required to provide the Group with Sensitive Personal Data for a specific purpose, in which case, the Company shall seek explicit consent from you and purpose for the processing of such Sensitive Personal Data shall be made known to you prior to the collection of such Sensitive Personal Data.

**2. Collection of Personal Data**

We receive your Personal Data when you provide your Personal Data to the Group in any way or manner including pursuant to any transactions and/or inquiries made with the Group. The Group will

also receive and store your Personal Data when you enter the Group's websites, social networking sites and/or blogs.

### 3. Purposes of Processing

3.1 The Group may use your Personal Data for the following purposes, namely:-

- (a) To process your application form/form;
- (b) To communicate with you via SMS, phone call, email, fax, mail and/or any other appropriate communication channels;
- (c) To respond to questions and comments from you;
- (d) To provide the products, goods, facilities, programs, services and/or such other activities as you have requested;
- (e) For administrative purposes;
- (f) To notify you of any changes to our products, goods, facilities and/or services which may affect you via SMS phone call, email, fax, mail and/or any other appropriate communication channels;
- (g) To market and promote the products, goods, facilities and/or services that are or may be offered by the Group from time to time via SMS, phone call, email, fax, mail and/or any other appropriate communication channels;
- (h) To process and analyse your Personal Data either individually or collectively with other individuals;
- (i) For direct marketing purposes via SMS, phone call, email, fax, mail and/or any other appropriate communication channels;
- (j) For internal functions such as evaluating the effectiveness of marketing, market research, statistical analysis and modelling, reporting, audit and risk management;
- (k) For billing and collection of payments due for services rendered to you; and
- (l) Fulfilment of any regulatory requirements and for any other reasons connected with providing you the services you require.

3.2 Your Personal Data may be transferred to, stored in and processed in a jurisdiction other than Malaysia. You understand and consent that your Personal Data may be transferred outside of Malaysia to third parties as described in item 4 of this Notice.

#### **4. Disclosure to Third Parties**

4.1 For purposes as described herein and to facilitate the provision of the various products, goods, facilities and/or services to you, the Group may share with and/or transfer your Personal Data to:-

- (a) Other entities within the Group;
- (b) The Group's third party service providers;
- (c) Any person under a duty of confidentiality to the Group;
- (d) Any actual or proposed assignee, transferee, participant or sub-participant of the Group's rights or business; and
- (e) Your immediate family members and/or emergency contact person(s) as may be notified to the Group from time to time

4.2 We may also share your Personal Data where required by law or where disclosure is necessary to comply with applicable laws, legal processes or queries from the relevant authorities.

#### **5. Right to access and correct personal data**

You have the right to access and correct your personal data held by us. We will make every endeavour to ensure your personal data is accurate and up to date. Therefore, we ask that if there are changes to your data, you should notify us directly via the contact details provided in Section (6) below.

If you would like to access your personal data, please refer to our standard data access form and send us the completed form or query to the contact details in Section (6) below. If you would like to correct your personal data, please contact us at the details provided in Section (6) below.

#### **6. Limiting the processing of personal data, further enquiries and complaints**

If:

- you would like to obtain further information on how to limit the processing of your personal data;
- you have any further query; or

- you would like to make a complaint in respect of your personal data,

You may contact 03-7733 9222 or email [enquiry@lychealth.com](mailto:enquiry@lychealth.com)

## **7. Conflict**

In the event of any conflict between this English language Personal Data Protection Notice and its corresponding Bahasa Malaysia Personal Data Protection Notice, the terms in this English language Notice shall prevail.



## ANNEX TO THE TERMS AND CONDITIONS

### **Services**

1. We provide postpartum care services for mothers and babies throughout their stay in LYC.
2. We are breastfeeding friendly centre. Guidance and assistance will be provided by our in-house caregivers.
3. Postpartum activities (ie. Yoga and educational classes) will be conducted regularly.
4. In-house postnatal wellness and hair care services are available in all centres.
5. Housekeeping service is provided daily **from 9am – 3pm only**.  
Linen & Towels - will be changed on **weekly basis**.

### **Things We Provide**

1. Clothes for mothers and babies
2. Diapers for babies
3. Breast pump, sterilizer and baby feeding bottle for common use
4. Toiletries (shower gel, shampoo, and feminine wash for private care)
5. Daily Tanamera herbal bath
6. Safety box

### **General Information**

1. Mothers need to notify us **once admitted** to the hospital and **upon discharge**. We appreciate your call **30 minutes** before arrival to the centre.
2. Check-In Time: 3:00pm - 6:00pm. Check-Out Time: 12:00pm (any early check-in or late check-out will incur additional charges).
3. Balance payment will be collected on the check-in date. Payment can be settled by Cash, Credit Card or Online Transfer. Late payment interest will be charged at eight percent (8%) per annum.
4. Days of stay refer to 28 days 27 nights under the postpartum package.
5. Husband is allowed to stay in. The package does not provide laundry service and meals for the husband.
6. The current package price does not include sales and service tax (SST). However, the mother shall pay the SST and/or other government taxes if applicable.

### **Deposit and Cancellation**

1. A deposit sum (30% of the package fees) shall be paid by the mother upon confirmation of the reservation.
2. In the event of any misfortune, the Mother is entitled to cancel the reservation with a valid medical reason and proof from a qualified medical practitioner. **In the absence of related medical report proof**, there will be **no refund** of deposit upon cancellation.
3. An administrative and processing fee of **RM500** will be imposed for any refund.

### **Visitors Rule**

1. Visiting hours are from 11am to 6pm daily.
2. Limit to 2 visitors per day and the visit time does not exceed 30 minutes. We provide lounge area for visitors.
3. The baby needs to return to the nursery whenever you have visitors.
4. Please pre-register with us in advance when there are visitors and do advise your visitors not to come if they are not feeling well.

5. All visitors are required to conduct temperature check, wear a face mask, disinfects hands, belongings, and shoes before entering the centre. If the body temperature is 37.5 Celsius and higher, or with any of the symptoms (fever, running nose, cough, sore throat and breath difficulty), he/she is not allowed to enter the centre.
6. Children under 12 years old (except the mother's own children) are not allowed to enter the room to minimize interference with mothers and babies.
7. LYC Mother & Child Centre reserves the right to reject entry to a guest, or to request a guest to leave the premises in the case that he/she is deemed to have disturbed the peace and tranquility of our centre.

### **Things We Do Not Encourage**

1. Feeding of third-party expressed breast milk (EBM) to babies are discouraged to avoid allergic reactions that may cause rash, bloating, diarrhea or other unforeseen circumstances.
2. External masseurs and photographers are discouraged due to hygiene and safety issues.

### **Things We Do Not Allow**

1. We do not practice cup or syringe feeding for babies at the centre.
2. Do not bring flowers into the room to avoid allergies.
3. Durians and mangosteen are not allowed.
4. Pets are not allowed.
5. Smoking is prohibited in the room and the premises.

### **Things to Bring Along**

1. Baby book
2. Baby nappy cream and ointment for your baby use when necessary
3. Personal toiletries including toothpaste, toothbrush and your own skin care products
4. Maternity sanitary pads and innerwear
5. Mother and baby's own clothes, cooler bag and thermos for going outdoor
6. Baby feeding bottle
7. Breast pump
8. Breastmilk storage bags/bottles
9. Sterilizer for breast pump
10. Formula milk for your baby

I hereby confirm that I have read and understand the terms and conditions stated above.

Witnessed by:

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**New Mother**

Name:

NRIC No:

Date:

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**Person In-Charge**

Name:

Position:

Date: