

Jasper Lodge Sdn. Bhd.

Terms of Service

Last Updated: [26-9-DecemberMarch, 2020]

Commented [LPP Law1]: Note to client: To update accordingly.

This Terms of Service (“**Agreement**”) consists of the terms and conditions which is part of the Jasper Lodge [Residency Service](#) Agreement between you and Jasper Lodge Group of Companies (Jasper Lodge Sdn. Bhd. and [its subsidiaries and related companies](#)) (“**Company**” or “**Jasper Lodge**”), together with any service order or service agreement that you sign. Jasper Lodge provides professional nursing care services (“**Services**”). Jasper Lodge’s technology, including its website and all Jasper Lodge’s mobile apps (collectively known as “**Platform**”) are considered part of the Services.

1. Authority to Bind Care Recipient

- 1.1 This Agreement is between Jasper Lodge and you, on behalf of yourself and, if different, a care recipient (“**Recipient**”).
- 1.2 You represent and warrant that:
 - 1.2.1 you and the Recipient (if not yourself) are at least the age of legal majority in your jurisdiction; and
 - 1.2.2 if the Recipient is someone other than yourself, you have the full power and authority to bind that person to this Agreement.
- 1.3 With reference to the above Clauses 1.1 and 1.2, Recipient shall also be bound by this Agreement and every reference in this Agreement to “you” and “your” shall also include the Recipient.
- 1.4 You will provide Jasper Lodge with evidence of any such authority upon request and will indemnify Jasper Lodge against any claims based on your lack of authority.

2. Changes to Agreement or Services

- 2.1 Jasper Lodge may modify this Agreement, including the rates it charges you, by sending notice as set forth in Clause [1546](#).
- 2.2 If you do not want to be bound by the modified terms, then you must stop using the Services, because the [Services](#) evolves over time which might result in changes or discontinuance of all or any part of the [Services](#), at any time and without notice, at our sole discretion.
- 2.3 Any changes in the above Clause 2.2 will be effective after the time it is deemed to be given under the terms of Clause [156](#), or such later date specified in the notice.

3. Booking Fee / Deposit

- 3.1 A Booking Fee of one month’s rate is chargeable upon confirmation of bed, and serves as a refundable [D](#)deposit upon discharge or demise.

- 3.2 Upon receiving the Booking Fee payment, Jasper Lodge will hold the selected bed for 7 days.
- 3.3 In the event if the [Recipient](#) decides to voluntarily cancel the booking, a 90% of the Booking Fee will be refunded to the [Recipient](#).
- 3.4 After 7 days upon Booking Fee payment, regardless if the [Recipient](#) has moved into [Jasper Lodge Care Centres \("Care Centre"\)](#), if the [Recipient](#) decides to keep the reservation, normal monthly charges will start to incur on the 8th day onwards.
- 3.5 If the [Recipient](#) passes away during the booking period, a full refund will be given on the Booking Fee, but not the monthly basic fee (charged beginning on the 8th day onwards). Basic Monthly Fee will be charged on a pro-rata basis upon receiving the notice of demise from the person who made the booking.
- 3.6 In order to receive full refund of [deposit](#) upon dismissal / withdrawal / discharge from Jasper Lodge Care Centres, a minimum of 2 weeks' notice must be given before the date intended to discharge. Failure to do so will result in the forfeiting of the [deposit](#).
- 3.7 Refund of deposit will be made 7 working days from the day after the discharge date. Inaccurate account and banking information may result in further delay of refund.

4. Monthly Fee

- 4.1 Monthly Fee includes:
 - 4.1.1 24-hour nursing care including basic nursing procedures (simple dressing, 2 hourly turning, diaper change, bed bath or bathroom showers, personal hygiene)
 - 4.1.2 weekly doctor's review
 - 4.1.3 basic physiotherapy
 - 4.1.4 meals (3 main meals, 2 snacks)
 - 4.1.5 lodging
- 4.2 If a Recipient is dismissed / withdrew / discharged from Jasper Lodge [Care Centre](#) under 15 days upon admission, 50% of the Monthly Fee applies.
- 4.3 If a Recipient is dismissed / withdrew / discharged from Jasper Lodge [Care Centre](#) after 15 days upon admission, 100% of the Monthly Fee applies.
- 4.4 Monthly Fee does not cover:
 - 4.4.1 consumables (e.g. milk, diapers, gloves, wet wipes, gauze, swab, medication, supplements, medication, disposable dressing set, IV drip etc.)
 - 4.4.2 advanced nursing procedures (e.g. tube change, suction, catheter change, tracheostomy catheter change)
 - 4.4.3 ripple / tubular mattress and oxygen therapy
 - 4.4.4 on-demand doctor visits
 - 4.4.5 advanced therapy sessions (e.g. speech and swallowing therapy, 1-to-1 physiotherapy etc.)
- 4.5 Monthly Fee [is](#) to be quoted by Jasper Lodge Care Advisors based on the [Recipient's](#) preferred room type as well as the dependency level of the [Recipient](#).

5. Day Care Service Fee

- 5.1 Day Care Service Fee includes:
- 5.1.1 weekly doctor's review
 - 5.1.2 nursing care including basic nursing procedures
 - 5.1.3 basic physiotherapy
 - 5.1.4 meals (2 main meals, 2 snacks)
- 5.2 Payment of [booking fee](#) / [deposit](#) is not required for Day Care Services.
- 5.3 Day Care Service rates are as follow:

Rates	Remarks
RM 80 / day	Dinner not included. +RM 20 / day to include dinner.
RM 1,800 / month	Dinner not included. +RM 200 / month to include dinner. Fee will be charged regardless whether the Recipient stays at the Care Centre or not.

- 5.4 Day Care Service Fee does not cover:
- 5.4.1 consumables (e.g. milk, diapers, gloves, wet wipes, gauze, swab, medication, supplements, medication, disposable dressing set, IV drip etc.)
 - 5.4.2 advanced nursing procedures (e.g. tube change, suction, catheter change, tracheostomy catheter change)
 - 5.4.3 advanced therapy sessions (e.g. speech and swallowing therapy, 1-to-1 physiotherapy etc.)
 - 5.4.4 ripple / tubular mattress and oxygen therapy
 - 5.4.5 on-demand doctor visits
 - 5.4.6 Additional [rRecovery pP](#)ackages

6. Additional Fees

- 6.1 Additional fees are charged in itemised fashion and will reflect in the monthly invoice. This fee includes [rRipple mM](#)atress charges, oxygen concentrator, suction, complex and sterile dressing, blood tests, medication, medical disposables, diapers, wet wipes, disposable gloves, tube change, other medical & nursing procedures.

7. Payment Terms

- 7.1 Payment must be made within the first 7 days of each month; failure of which, the [client Recipient](#) will be transferred to the designated address of the next-of-kin and the [booking fee /RM 2,000](#) deposit will be forfeited.
- 7.2 Payment can be made in the form of cash, cheque or online transfer.

8. Discounts and Promotion

- 8.1 From time to time, you may be offered discounted or promotional rates (in an amount or percentage subject to Jasper Lodge's sole discretion), which will be subject to any additional terms outlined in connection with such discount or promotion.
- 8.2 Discounts and promotions may not be combined with any other offer.

9. Ratings

- 9.1 Whenever you or the Recipient is asked to provide ratings of [Jasper Lodge](#), you agree that all ratings will represent the independent, honest and genuine opinion of the person providing the rating.

10. Privacy and Confidentiality

- 10.1 When you engage Jasper Lodge, you shall submit personal information about you and the Recipient, such as your name, address, mobile phone number and age, as well as information about the Recipient that may be relevant to the care services, such as physical or mental condition, medications, preferences, diet, etc.
- 10.2 You agree to provide accurate, complete and up-to-date information, and your failure to do so may result in adverse consequences, including the inability of Jasper Lodge to provide the care services, your inability to access and use the Platform or termination of Services.
- 10.3 [Jasper Lodge](#) may share the information you give to [Jasper Lodge](#) with [its](#) employees and with other persons that you authorise, which may include other family members or members of the Recipient's medical team, all in accordance with our Privacy Policy.
- 10.4 [Jasper Lodge will keep the Recipient's information and records provided to Jasper Lodge confidential and will follow applicable laws regarding the use and disclosure of such information and records.](#)
- 10.5 Please refer to our Privacy Policy for information on how [we](#) collect, use and disclose [such information and records.](#)

11. Communications from [Jasper Lodge](#)

- 11.1 You consent to the receipt by both you and the Recipient of calls to your [fixed line](#) phone and mobile phone and text (SMS) messages from both Jasper Lodge and the employees who are providing care services to the Recipient.
- 11.2 Standard voice and data charges from your phone carrier may apply to these calls and texts.
- 11.3 You may also receive email communications from Jasper Lodge or [its](#) employees, including information about the Recipient, the Services, newsletters, special offers and updates.
- 11.4 You can remove yourself from communications that are not related to the delivery of Services by following the instructions in the e-mail.
- 11.5 If you do not want to receive communication of sensitive or confidential information by e-mail, please notify [us](#) at hello@jasperhealth.my.

12. Disclaimers; Limitation of Liability; Indemnity

- 12.1 To the fullest extent permitted by applicable law, the Services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.
- 12.2 Jasper Lodge makes no representation, warranty, or guarantee:
- 11.2.1 regarding the reliability, timeliness, safety, suitability, or availability of the Services; or
- 11.2.2 that the Services will meet your requirements or will be available on an uninterrupted, secure or error-free basis.
- 12.3 Jasper Lodge shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, cost of substitute Services, personal injury, or property loss or damage related to, in connection with, or otherwise resulting from your use of or inability to use the Services.
- 12.4 Jasper Lodge shall not be liable to the Recipient in respect of any loss or damage caused by Jasper Lodge shall not be liable to the Recipient in respect of any loss or damage caused by any failure, interruption or delay in the provision of the Services arising either from any cause or circumstance beyond their reasonable control, including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems or devices used to provide the Services.
- 12.5 In no event shall Jasper Lodge’s total liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising out of or in connection with this Agreement or from the use of or inability to use the Services exceed the amounts you have paid to Jasper Lodge for Services in the six (6) month’s period preceding the claim or action.
- 12.6 The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Jasper Lodge and you.
- 12.7 You agree to indemnify and hold Jasper Lodge and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys’ fees), arising out of or in connection with your use of the Services, your lack of authority to bind the Recipient to this Agreement, the breach or violation of any of this Agreement, or your violation of the rights of any third party, including any employee.
- 12.8 Jasper Lodge shall endeavour to ensure the safety and well-being of the Recipients at all times. However, it is understood that there are practical, and socially desirable limitations to the degree to which a Recipient’s movements within the Care Centres and grounds can be both monitored and restricted. No responsibility can therefore be accepted by the Care Centres for any loss or injury incurred as a direct result of any action taken by a Recipient of their own volition, regardless of their mental or physical condition.
- 12.9 Jasper Lodge shall not be liable for and you and/or the Recipient agree to indemnify, defend, and hold the Jasper Lodge harmless from claims, damages, and expenses, including attorney’s fees and litigation costs, resulting from any injury or death to persons and any damages to property not caused by the negligence of Jasper Lodge’s employees or contractors but rather caused by, resulting from, attributable to, or in any way connected with the Recipient’s negligent or intentional act or omission or own volition.

13. Governing Law

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

14. Jurisdiction

14.1 The courts of Malaysia are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it and that accordingly any proceedings arising out of or in connection with this Agreement and such documents shall be brought in such courts.

15. Notice

15.1 Jasper Lodge may give notice by means of a general notice on the Platform, electronic mail to your e-mail address, or by written communication sent by first class mail or pre-paid post to your address.

15.2 Such notice shall be deemed to have been given upon the expiration of one (1) business day after mailing or posting (if sent by first a recognised overnight courier) or twenty-four (24) hours after sending (if sent by e-mail).

15.3 You may give notice to Jasper Lodge, with such notice deemed given when received by Jasper Lodge, at any time by courier to Jasper Lodge Corporate Office, Level 1, Block 6, PJ21 Commercial Centre, Jalan SS3/39, 46300 Petaling Jaya, Selangor, Malaysia, or upon receipt when sent by email to Jasper Lodge at hello@jasperlodge.my.

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16. Assignment

16.1 Jasper Lodge may assign this Agreement without your consent to:

16.1.1 a subsidiary or affiliate;

16.1.2 an acquirer of Jasper Lodge's equity, business or assets; or

16.1.3 a successor by merger.

16.2 Any purported assignment in violation of this clause shall be void.

16.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

16.4 Jasper Lodge's failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Jasper Lodge in writing.