

This site is owned and operated by B.est Mind & Body Sdn Bhd. Registered as company number 1299814-W

These terms and conditions include general terms and conditions for use of this Site, terms and conditions relating to the services provided by B.est Mind & Body Sdn Bhd on the site and in our studio.

These Terms and Conditions are incorporated into the Registration Form and any Membership is subject to these Terms and Conditions as amended from time to time.

B.est Mind & Body Sdn Bhd reserves the right to vary and revoke these Terms and Conditions from time to time which it may consider necessary or desirable for the regulation of the internal affairs of the Studios and/or the conduct of Members. Any such changes will be published on the Website and, until revoked, are binding on Members.

Please read these terms and conditions carefully. Your use of the Site, the purchase of any Products or Services on this Site or in a studio will be subject to these terms and conditions. And you now hereby agree to our terms and conditions.

Terms & Conditions

Classes are always subject to availability but at B.est Mind & Body Sdn Bhd we will always do our best to accommodate you in your chosen class.

All clients agree to our 12hr notice policy when cancelling and/or rescheduling any prepaid class. So if you're booked into a class, but miss it or cancel with less than 12 hours' notice, you will be charged for it.

Out of consideration for the trainer and other members, and also for your own safety (the warm-up is an important aspect of each class) please be aware that if you are more than 5 minutes late for a class, you may not be able to train.

Bookings are made through the Momoyoga online software accessible here:

www.momoyoga.com/b-est-mind-body/ or at www.bestmindbody.my

Health

Members with low/high blood pressure and/or cardiac irregularities should not attend class until they have written permission from their doctor. If there is any doubt, the Member should consult his doctor. Members must notify the Studio of any circumstances affecting their health, which may be exacerbated through continued use of the Studio.

Important Liability Statement

The information available on or through this Site, and the Services supplied via or in connection with this Site or at B.est Mind & Body Sdn Bhd do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not our responsibility to do so.

Before commencing any exercise regime, you should consult your doctor.

In consideration of B.est Mind & Body Sdn Bhd accepting a person as a Member, the Member agrees that:

Neither B.est Mind & Body Sdn Bhd, nor its partners, instructors and employees are responsible for any injuries suffered by the member caused whole or in part by the Member's failure to faithfully follow the instructions of the instructor or by any physical impairment of mine not fully disclosed to the Studios in writing.

It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us. We try to make sure that all information contained on this web site (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any Service supplied by us to you.

Neither B.est Mind & Body Sdn Bhd, nor its partners, instructors and employees are responsible for loss or damage to a Member's personal belongings.

B.est Mind & Body Sdn Bhd reserves the right to change the class schedule, including cancellation of individual classes and change of instructor without notice

You, your legal representatives and your heirs release waive, discharge and covenant, not to sue B.est Mind & Body Sdn Bhd and its instructors for any injury or death caused by their negligence or other acts.

PERSONAL BELONGINGS, DRESS & SAFETY

For security reasons Members are advised to place all their valuables in a safe place including using the lockers in the changing room.

Members are requested to wear clothing that preserves their dignity throughout the full range of movement that constitutes a Yoga, Fitness or Wellness class. Underpants, thongs underneath tights, swimming costumes are not considered appropriate.

B.est Mind & Body Sdn Bhd is a shoe free zone. All outdoor footwear is to be removed as soon as possible and not worn from reception onwards.

For safety reasons and because all Members are barefoot – No crockery, glass or anything breakable is permitted in any part of the Studios.

No food is to be consumed within the yoga studio.

Members should not walk around the Studios barefoot if they have verucas or similar foot complaints. Members are required to use a suitable towel for the purpose of covering their yoga mat in the studio. In the event of a fire, Members are asked to make their way to the nearest available exit.

Warranties

B.est Mind & Body Sdn Bhd warrants that the Products and Services will be supplied with reasonable skill and care. Statutory Rights and Refunds and Cancellation

Courses are sold in blocks of 1 or 10 or such other combinations as B.est Mind & Body Sdn Bhd may introduce from time to time. The Client Shall not transfer sessions to any other person or permit them to be used by anyone other than the Client. Any assignment, transfer or disposal of courses is at the sole discretion of the Master Trainer and may only be permitted in exceptional circumstances. Class fees are non refundable.

Class fees may be increased by B.est Mind & Body Sdn Bhd at any time.

Details of class times at the Studio may vary from time to time. Classes will be published by the Studio and will be available at the Studio or on our Website.

Any booked sessions must be cancelled within 12 hours, in person or online. In any other case, the session will be charged and deducted from the remainder of the Client's course.

When you are purchasing a class you are paying for a class and not an instructor. Instructors are subject to change without notice.

The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer. Refunds in relation to Products or Services may only be credited to the credit or debit card originally used to make the purchase. An administration fee of RM 25 is applicable.

All Class Packs, except the single class, expire within 8 weeks of purchase if not used. The Single Class, if not used, expires 15 days from the date of purchase.

The 10 Class Pack expires in 8 weeks and starts from the date the first class is taken. Special Offer Memberships, such as the Christmas Special start from the date of purchase.

Definitions

In these terms and conditions, the following definitions apply: "Services" means any information and services ordered and/or provided by B.est Mind & Body Sdn Bhd through or via the Site or our studios and all services offered as part of any course or workshop. Any electronic information supplied to you by B.est Mind & Body Sdn Bhd will constitute part of "Service" not a Product and cancellation rights will apply accordingly. "Products" means any products offered for sale on the Site or in a B.est Mind and Body Sdn studio. "Site" means the web site at the URL

www.bestmindbody.my or replacement site(s) from time to time. Use of this Site Generally "B.est Mind & Body" is the trading name of B.est Mind & Body Sdn Bhd As such all reference to B.est Mind & Body Sdn Bhd includes B.est Mind & Body.

Site Usage and Intellectual Property Rights

You may use the Site for personal and lawful use and in accordance with these terms and you are not allowed to copy or use any material from the Site for any commercial purpose.

The intellectual property rights in all contents of the Site and supplied as part of the Products or Services, and in the B.est Mind & Body Sdn Bhd trade marks and logos ("Materials") are owned by B.est Mind & Body Sdn Bhd. Except to the extent expressly set out in these terms and conditions, you are not allowed to make any copies of any part of any Materials, or remove or change anything on the Site, include or create links to or from the Site without our written authority, or remove or change any copyright, trade mark or other intellectual property right

notices contained in any Materials or copies thereof. " B.est Mind & Body" is a registered trade mark or application for a registered trade marks owned by B.est Mind & Body Sdn Bhd. You must not use the B.est Mind & Body Sdn Bhd brand, logos or marks without written licence. You must not use the Site to post, upload or otherwise transmit material which is obscene or pornographic, threatening, menacing, racist, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to harass, stalk, threaten or otherwise violate the rights of others, to misrepresent your identity or status, to hack into this Site or any other related computer system, to make excessive traffic demands, deliver viruses or forward chain letters or similar materials that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of B.est Mind & Body Sdn Bhd. B.est Mind & Body Sdn Bhd accepts no obligation to monitor the use of the Site. However, B.est Mind & Body Sdn Bhd reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation. B.est Mind & Body Sdn Bhd will also in

its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site as we may change the site from time to time.

Your Personal Information

Usage of your personal information is governed by the B.est Mind & Body privacy policy, which forms part of these Terms and Conditions.

Liability

You are referred to the important liability statement at the top of these terms and conditions. Subject to that statement you agree that your use of this Site and the Service is on an "as is" and "as available" basis. On that basis, except as expressly set out in these terms, B.est Mind & Body Sdn Bhd does not enter into conditions, warranties or other terms in relation to the Site or the Products or the Services (including any implied term relating to quality, fitness for a particular purpose) or any guaranteed or predicted result.

The Site may include links to external sites and co-branded pages. B.est Mind & Body Sdn Bhd has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting, However, B.est Mind & Body Sdn Bhd is not responsible for the content of these site and pages or for anything provided by them.

Subject to the important liability statement, B.est Mind & Body is not liable for failure to comply with these terms and conditions due to any event beyond its reasonable control, including, without limitation, the input of incorrect information by you.

Suspension and termination of Service

B.est Mind & Body Sdn Bhd may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any Sites or pages linked to it will be not necessarily be uninterrupted or error free.

B.est Mind & Body Sdn Bhd may terminate the Service immediately in the event you breach any of these terms and conditions or do not pay any sums due to B.est Mind & Body Sdn Bhd (including if the credit/debit card you use is not valid or does not work for another reason).

USE OF FACILITIES AND CHILDREN

Classes start promptly at the advertised times. Members need to arrive at the Studios with enough time to change and enter the yoga studio before the class starts. Members arriving at reception once the instructor has started class will not be allowed to attend that class.

Members are entitled to use the Studios' facilities when attending a class and not as a place to shower before work nor used as a place to prepare for an evening out.

The studio is a SILENT space. Many members use the time before or after class for meditation.

Members are encouraged to meet up and chat outside of the Studio before and after class.

Lockers are available to Members while they are attending class and are emptied every night. Any items left in the lockers at the end of the day are placed in lost property.

All lost and left property is disposed of within 7 days with the exception of towels which are disposed of on a daily basis.

Children over the age of 7 may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

Contract Information

No contract will exist in relation to the Services or Products until we have confirmed to you by email the particulars of your order, the value of your order and the Products or Services (as applicable) you have purchased.

Pricing

Information displayed on the Site or in our studio as to pricing and availability is subject to change by B.est Mind & Body without notice.

ONLINE RESERVATIONS

Class size is limited and B.est Mind & Body operates a “first come first served” booking policy. However, the Studio offers online reservations.

A reservation holds a space in a class until 10 minutes before the start of class. All unallocated spaces are returned to “first come first served” spaces for that class.

A reservation can only be claimed by attending at reception and advising the receptionist you are present.

A Member arriving with less than 10 minutes before the start of class is not guaranteed a space in that class.

Any Member who regularly books online and fails to show up for class without cancelling will be blocked from booking online.

General

B.est Mind & Body Sdn Bhd may change these terms and conditions from time to time. By browsing the Site you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Site. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter.

These terms and conditions shall be governed and interpreted in accordance with Malaysian law, and you consent to the non-exclusive jurisdiction of the Malaysian courts.

Enquiries or Complaints

If you have any enquiries or complaints email contact@bestmindbody.my.

For more information on Terms and Conditions, email contact@bestmindbody.my or call +60 11 36487271.