

## **TERMS OF ENGAGEMENT**

# This information is very important. It explains the risks you or your child ("you") are assuming by arranging a consultation with a consultant trading as Brainstorm Health® ("Practitioner").

It is very important that you read and understand it completely as Brainstorm Health® Ltd. and the Practitioners (this refers to Sarah Webb, Jo-Anne Lovemore, Mémé Watanabe, Emma Mace, Carolyn Frost and Rachel Calvert-Lee) intend to rely on you having done so.

If your Practitioner is Stella Chadwick, your contract is with Brainstorm Health® Ltd. a company registered in England and Wales under number 08616160 whose registered office is at 4 City Limits, Reading, Berkshire, RG6 4UP.

If your Practitioner is Jo-Anne Lovemore, your contract is with the practitioner as a sole trader

If your Practitioner is Sarah Webb, your contract is with the practitioner as a sole trader

If your Practitioner is Haley Hill, your contract is with the practitioner as a sole trader If your Practitioner is Mémé Watanabe, your contract is with the practitioner as a sole trader

If your Practitioner is Emma Mace, your contract is with the practitioner as The Eating and Wellness Clinic Ltd.

If your Practitioner is Carolyn Frost, your contract is with the practitioner as a sole trader

If your Practitioner is Rachel Calvert-Lee, your contract is with the practitioner as a sole trader

All contracts are made under English law and subject to the jurisdiction of the courts of England and Wales. To the extent that Brainstorm Health® Ltd. provides booking services, it does so as agent of the Practitioner, and does not provide any health consulting itself, nor is it a party to your contract with the practitioner and may not be held responsible for the Practitioner's action, lack of action, or any consequence of your participation in a consultation. That said, all practitioners work under our umbrella and their work is reviewed internally to ensure consistency, quality, and the highest level of care.

#### **The Nutritional Therapy Descriptor**

- The degree of benefit obtainable from Nutritional Therapy may vary between clients with similar health problems and following a similar Nutritional Therapy programme.
- Nutritional advice will be tailored to support health conditions and/or health concerns identified and agreed between both parties.
- Nutritional Therapists are not permitted to diagnose or claim to treat medical conditions.
- Nutritional advice is not a substitute for professional medical advice and/ or treatment.
- At Brainstorm Health® we may recommend food supplements and/or functional testing as part of your Nutritional Therapy programme. The cost of the supplements and tests are not included in your consultation fee and will be charged separately, directly by the laboratory and/or supplement provider.
- Standards of professional practice in Nutritional Therapy are governed by CNHC Code of Conduct.
- The laboratories we work with offer a small commission to cover administrative costs related to ordering and interpretation. Brainstorm Health reinvests this and additional funds into support staff and community services such as coffee mornings, research, and articles.
- For supplement companies that offer commissions, we split this with our clients so they get a 10% discount at our suppliers. Clients are free to try and find supplements from other suppliers noting we cannot guarantee quality or authenticity.
- We invest money from fees and commissions into CPD (Continuing Professional Development) through courses, conferences, seminars and workshops in order to be kept up-to-date with the latest research and development.
- I am responsible for contacting my GP about any health concerns.
- I consent for Brainstorm Health® and its Practitioners to contact my GP regarding relevant aspects of my case, as needed.
- I give permission Brainstorm Health® and its Practitioners to share information about my health history and any other relevant information provided by me to help in my care.
- If I am receiving treatment from my GP or any other medical provider, I should tell him/her about any nutritional or medical strategies provided by Brainstorm Health® and its Practitioners. This is necessary because of any possible reaction between medication and the nutritional or medical programme.
- It is important that I tell Brainstorm Health® and its Practitioners, about any medical diagnosis, medication, herbal medicine, or food supplements, I am taking as this may affect the recommendations.
- If I am unclear about the agreed Nutritional Therapy or Medical programme/food supplement, medication dosage/time period, I should contact Brainstorm Health® or my Practitioner promptly for clarification.

- I must contact Brainstorm Health® or its Practitioners should I wish to continue any specified supplement programme for longer than the original agreed period, to avoid any potential adverse reactions.
- Recording consultations using any form of electronic media is not allowed without the written permission of both myself and Brainstorm Health®.
- Laboratory test interpretation is a clinical service provided during a scheduled consultation. Written summaries may be added to your clinical notes **after** the consultation, but are not issued in advance or outside the consultation setting. This ensures appropriate context, clinical safety, and alignment with professional standards.
- To ensure the success of the programme, regular follow-up appointments are required. These include a 30-minute appointment every four weeks or a 60-minute appointment every six weeks. Any review of test results will require a 90-minute appointment in addition to standard follow-ups.

## **General terms**

The Initial questionnaire, provided by Brainstorm Health® and its Practitioners, must be completed and submitted at least 48 hours prior to the initial appointment otherwise Brainstorm Health® and its Practitioners reserve the right to change the appointment time. The link to the questionnaire will be provided with the confirmation of your appointment. If questionnaires need to be completed during the consultation, valuable time may be lost and any extra time needed to complete the consultation will need to be rebooked at an additional cost.

Fees for all appointments must be paid at the time of booking, Appointments will only be confirmed once payment has been received. Cancellations or rescheduling of all consultations must be made at least 3 business days prior to the time of the consultation, or **100% of the consultation fee will be charged.** 

The results of laboratory tests ordered by Brainstorm Health® or its Practitioners will only be discussed during a scheduled appointment and will be made available 48 hours before the consultation.

If you have lab test results or reports from other practitioners or doctors you'd like us to review before an appointment, this extra time will be charged on a per-test basis and agreed upon between you and your practitioner. Note that the lab test results must be uploaded to your Documents Folder in your Client Portal at least 2 weeks before your appointment to give us time to review them properly. An invoice will be sent and must be settled before we spend time reviewing the tests. Note that we review the lab test reports prior to your consultation but any significant findings will be discussed with you during the consultation.

If an existing patient has not been seen by a Brainstorm Health® Practitioner for a follow up appointment for longer than 12 months, the patient will be asked to book a new patient appointment and submit an up to date questionnaire.

Unless otherwise agreed in writing by Brainstorm Health® and its Practitioners, the copyright, intellectual property, and all other rights relating to any documentation, whether electronic or hard copy, provided by or on behalf of Brainstorm Health® and its Practitioners, will remain the property of Brainstorm Health® and its Practitioners.

You should recognise that specific foods, food supplements and/or herbal remedies, and medication may create allergic and possible anaphylactic reactions. You must therefore specify any food allergies/ sensitivities you are aware of on your health questionnaire, as well as any medications you or whoever you are responsible for are taking. We make no guarantees regarding the results achievable from any health plan. Results are individual and may vary.

These Terms and Conditions are to be governed by the laws of England and any disputes will be decided only by the English courts.

#### **Professional Boundaries and Conduct**

We operate a zero-tolerance policy for abusive, disrespectful, or discriminatory behaviour. Any such conduct may result in immediate termination of care and, where appropriate, a referral to another provider.

Brainstorm Health® and its Practitioners reserve the right to withdraw care if the therapeutic relationship breaks down. This includes situations involving aggression, persistent boundary violations, or communication that undermines clinical integrity.

All communication regarding concerns must be submitted by email. Legal threats or false allegations will halt communication and care until the matter is formally resolved through appropriate channels.

Clients are responsible for acting on recommendations only under professional guidance. Any decisions made outside of this scope are undertaken at their own risk.

#### **Data Protection**

These terms should be viewed in conjunction with our privacy policy.

The personal information you submit to your practitioner and we collect from you in health consultations is very sensitive and we take this responsibility very seriously. The lawful purpose for which we collect and process this data is for the provision of health care on the basis of a contract with a health professional.

Both Brainstorm Health® and the Practitioner you are entering a contract with act as Data Controllers in respect of your private information. These are our data retention policies:

- We keep data for a minimum of 8 years from the last consultation for adults.
- Where the client is a child under 16, we will store the data at least until their 25th birthday, and if a child reaches the age of 17 while under our care, then we will retain the records until at least their 26th birthday.
- We may destroy or archive data after this time.

When you submit data in the Brainstorm Health Questionnaire in the Practice Better platform, you can save and finish later. We have no access to the information until you finally submit the form. Once you submit the form, it is stored on Practice Better and is GDPR and HIPAA compliant.

You have the right to complain to the Information Commissioner's Office if you are unhappy with our data practices.

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## **Brainstorm Health® Fees:**

#### **Brainstorm Health® Practitioner**

First Appointment – 75 minutes / £295

First Appointment Including Review of Test Results - 75 minutes / £395

Check-up Appointment – 30 minutes / £95 (via Zoom)

Follow-up Appointment - 60 minutes / £170 (via Zoom)

Follow-up Appointment – 90 minutes / £255 (via Zoom)

### **Stella Chadwick**

First Appointment – 75 minutes / £395 First Appointment Including Review of Test Results – 75 minutes / £495 Check-up Appointment – 30 minutes / £105 (via Zoom) Follow-up Appointment – 60 minutes / £180 (via Zoom) Follow-up Appointment – 90 minutes / £270 (via Zoom)

#### Appointments are available via Zoom only

We are only operating via Zoom unless otherwise arranged. Your practitioner will let you know where your appointment is at the time of booking if you have arranged to meet in person.

We understand the Terms of Engagement outlined and agree that our professional relationship will be based on the content of this document. We declare that all the information we share during this professional relationship is confidential and to the best of our knowledge, true and correct.