

# TERMS OF ENGAGEMENT

*Nutrition and lifestyle supports the body's natural defences and optimal function.*

## 1. Parties

### 1.1. The practitioner

- a) Urban (Medicine) Kitchen Ltd, a company registered in England and Wales under company number **09511561** and registered address at: Alacrity Accountancy Ltd, 21 High View Close, Hamilton Office Park, Leicester, England, LE4 9LJ in also referred to as "us" or "we" or 'UMK" throughout.
- b) Nutrition, functional and integrative medicine advice will be tailored to support medically diagnosed conditions and/or health concerns agreed and identified by both client and practitioner.
- c) Nutritionists are not permitted to diagnose or claim to treat medical conditions and your plan is not a substitute for professional medical advice and treatment.

### 1.2. The client

- a) Referred to as "you" throughout.
- b) You are responsible for contacting your GP , primary care physician or specialist about any health concerns you may have. Please advise your GP or Primary Care Physician of the nutrition and functional medicine protocol you will be following. It is also imperative that you let your specialist know and open a dialogue between UMK and your specialist to ensure they are comfortable with the protocol you have been put on. Please also advise any other complementary medicine practitioners you are consulting to ensure there is no overlap. Be aware that UMK does not work alongside other practitioners who practise the same modalities as UMK.
- c) It is important that you let us know about any medical diagnosis you have received and any prescription medication, herbal medicine or food supplements or over the counter medication you are taking as it may affect your protocol. In all events such as these, we recommend that you a book a consultation to ensure a correct and safe review of your supplements and herbs. If you would like to discuss new supplement recommendations, please arrange a consultation. UMK does not accept liability for any complications experienced as a result of your failure to disclose any medication (prescribed or otherwise) you may be taking during your programme which may reasonably interfere or react with our products.
- d) Your nutrition, functional and integrative medicine programme will have a time frame until review and you should not continue with all recommendations once this has elapsed as they may no longer be appropriate for you. Recommendations will be for a 4-6 week period unless otherwise specified.
- e) If you are unclear about any part of your initial plan then you should contact us immediately for clarification by email to [info@theurbankitchen.co.uk](mailto:info@theurbankitchen.co.uk). Please report any concerns about your programme (implementation challenges, other issues) for discussion at your next consultation, which should be within 2 weeks of your initial appointment.

## 2. Length of your programme

- a) Our standard package is 3 or 6 months long, or sooner if sessions are used up quicker. Bespoke packages are generally designed for between 3-6 months, or sooner if sessions are used up quickly, and you may need a maintenance programme suitable for you. If you have booked a standalone appointment as a new patient to go over results, you will not receive further support unless you choose to sign up for a package. If you have booked a standalone appointment as a new patient to go over results, you will not receive further support unless you choose to sign up for a package.
- b) You will usually receive your protocol notes up to 5 working days after your appointment. They will be sent via email.

### **3. Appointments & Calls**

- a) UMK will direct you to purchase appointments via our website or on the system. Please contact [info@theurbankitchen.co.uk](mailto:info@theurbankitchen.co.uk) with suitable times and dates that work for you and UMK will book this for you manually.
- b) UMK ask you for dates so we can book your appointment in advance in case we have no availability at short notice. UMK does operate a waitlist in case of cancellations.
- c) UMK operates only Monday – Thursday (referred to as “working days” and does not do patient appointments on Fridays, Saturdays and Sundays or bank holidays unless there is an exceptional reason to book one, to be decided at our discretion.
- d) Initial appointments last up to 75 minutes, follow ups last from 45 minutes to 1 hour as required and telemedicine or phone reviews and updates can range from 15 minutes to 45 minutes, depending on requirements.
- e) 20-minute calls are only available to:
  - i. package customers
  - ii. Customers who have had an appointment within 6 weeks;
  - iii. Discovery calls;
- f) For functional testing results, it is recommended that you book a minimum 60 minutes appointment.
- g) If you have not seen you in 6 months, it is recommended that you arrange an appointment for 1 hour. If there are more than 2 sets of results, an hour is also recommended.
- h) If you have a 30-minute appointment you may not receive notes, otherwise you will only receive annotated notes. This is not a suitable appointment if you expect to receive a new supplement timetable.
- j) Appointments of 45 minutes or over receive review notes unless there are no changes.
- k) Please note that UMK do not allow our sessions to be recorded. If this is discovered to have taken place, your programme or appointment will be immediately terminated with no refund.
- l) If you have a family member or friend present in an appointment, or even if they are not, please ensure they have seen and agree to our Terms of Engagement.
- m) We accept no responsibility for interpretations of our advice by any third party.

### **4. Getting the Most from your Update Calls and Meetings**

- a) It is recommended that you complete all information requested by UMK (food diary, update forms) at least one day prior to consultation.
- b) If a consultation is by phone, it will be by regular or Whatsapp call, if by video it will be by Zoom and you will be provided the link.
- c) UMK request that you familiarise yourself with the Zoom system in advance, that you are ready to receive your call in a timely manner and that you are in a suitable place. Call times cannot be extended past the end of the scheduled time. You will be charged from the time your call or meeting is due to start. If the meeting overruns the appointed time, you will be billed on a pro-rated basis in 15-minute increments or this time will be deducted from your package sessions.
- d) Please do not use personal mobile phone numbers to text to arrange appointments or use text or Whatsapp ask clinical questions. If you would like to book an appointment, please email [info@theurbankitchen.co.uk](mailto:info@theurbankitchen.co.uk) . UMK are obligated to keep a complete and clear record of communications.

### **5. Messaging Between Appointments**

- a) UMK understands that you might have questions in between meetings and calls. Depending on what kind of package you have purchased, you will receive some level of call messaging support between your longer appointments. If you have not purchased a package, please ask all questions and queries until your next call or meeting. If you have purchased a package, email time is recorded in 5-minute increments and will be deducted from your support time. 5-minute increments are defined as an email and subsequent response.

- b) Messaging via Voxer limited to people who have purchased packages and for a limited time after appointments lasting 60 minutes or more.
- c) Please note that if you have not seen or spoken to UMK for more than 3 months, you will need to book an appointment.
- d) If you wish to discuss new conditions or test results, please book an appointment. Test results in particular require a discussion so please do not ask us to interpret your test results by email and what you should take. UMK will cover this in your next appointment so we can make appropriate recommendations.
- e) The timeline for email responses is 48 working hours but we may respond sooner.
- f) UMK responds to enquiries on Fridays, over the weekend and on public holidays at our discretion.

## **6. Payment and cancellation policy**

- a) Appointments and packages are payable via the ecommerce function or you may be invoiced if you are on an old rate. If you are outside of the UK, we are also able to invoice you in other currencies via Stripe.
- b) Functional tests are payable via the website shop or you may be invoiced.
- c) All appointments and packages must be paid for in advance. You may purchase all products via the website or if there is something that requires an invoice, we will send this via Stripe or email.
- d) In line with industry practice, we will not charge a fee to process refunds, however, fees from the original transaction will not be returned should a transaction be refunded.
- e) We offer payment plans at our discretion. If you request a payment plan for your package, please note that this may incur an additional fee of 10% of the package price if paid by debit or credit card. We will require a backup card on file for all payment plans, regardless if this is paid by bank transfer or not in case of a failed payment. We will inform you that we will take payment with your back up card if you do not pay your invoice on the due date. We will inform you when this payment will be taken. If your invoices have been set up without additional fees to pay your invoice by bank transfer and it the invoice is then settled by credit or debit card, we will bill you for the fee uplift separately, or we will inform you that we will add this to your next invoice. If your card payment defaults, your card on the system is not kept up to date, or a late payment is made, we reserve the right to add a £20 + VAT administration charge to your bill. If you are on a grandfathered hourly rate and invoices remain unpaid, or are paid late, you will lose your beneficial rate and be put on current patient rates.
- f) If you need to cancel or change an appointment, we require 3 working days' notice without penalty (Monday to Thursday). The clinic is closed on Bank holidays, Fridays and weekends. Appointments include all in-person consultations, video calls via the telemedicine platform and calls.
- g) Cancellations or rescheduling of an appointment must be done at least 3 working clinic (Mon – Thur) days before any appointment. The clinic is closed on Bank holidays, Fridays and weekends. Failure to give the prescribed notice will result in a deduction from your advance appointment payment. We consider an appointment confirmed when the appointment is booked and the confirmation email has been sent out. Appointments and packages are payable via the shop or you may be invoiced if you are on a grandfathered rate. If you are outside of the UK, we are also able to invoice you in other currencies via Stripe.
- h) Appointments and packages cancelled or missed within 24 hours (1 working day) of your appointment will be charged in full or as per individual package conditions if separately defined on the clinic shop. The clinic is closed on Bank holidays, Fridays and weekends.
- i) You are liable for the full fee for all consultations/the entire course of your package, regardless of whether you attend or complete your programme. In the event you decide to terminate the programme early in accordance with clause 12(a) below, you will be charged a pro-rata basis for the unbilled time incurred to the point of termination.
- j) You are liable for the full fee for all consultations/the entire course of your package, regardless of whether you have selected to pay a lump sum or in instalments.
- k) Prices payable for services and products are those quoted and valid on the UMK site at the time of your purchase, subject to 6(l) below.

- l) UMK reserves the right to charge any reasonable delivery and handling costs
- m) UMK reserves the right to review their pricing regularly in-line with industry standard, whether such changes are related or not to alterations in exchange rates. You will however be notified if the price of your package is increased and you herein agree that you will remain liable for any relevant revisions in our charges.
- n) Invoices and receipts are sent out via email or directly from Stripe. Payments handled via our system and client management website are all handled by Stripe.
- o) Repeated failure to make the agreed payments within 14 days of the date on which payment falls due will be construed as a material breach of the Client Agreement. If payment is not forthcoming we reserve the right to suspend support and refer this matter to a third party for recovery of the full amount due for the remainder of your programme plus any costs incurred.
- p) If we experience any activity set out in clause 8 below, please note that in the event of cancellation for harassment, abusive or aggressive behaviour all fees paid in advance are non-refundable.
- q) Individual package cancellation fees for packages cancelled or missed within 24 hours – please refer to shop links.

## **7. Using Your Package Appointments**

a) If you choose not to continue with your package or you do not respond to our communications to book you in for follow-ups, then your package will be deleted when it expires and your account will be archived. UMK cannot continue to extend unused appointments. We do not extend packages.

## **8. Zero tolerance policy**

- a) UMK will not tolerate any incidents of violence, aggression, harassment or rudeness by any patients to the Practice staff.
- b) UMK will not tolerate any requests to offer advice outside the remit of our practice and persistent demands and failure to adhere to UMK's Terms of Engagement will culminate in removal from our patient list.
- c) In the event of any patient being rude or using threatening, racist, abusive or misleading language on the telephone, by email or in any appointment, we reserve the right herein to inform you, by email, that you will be removed from the Practice list forthwith and with immediate effect. You will forfeit your remaining appointments if you are on a package and in accordance with 6(o) above, any payments made in advance are non-refundable. Thereafter no further communication will take place between UMK and yourself. If you continue to be abusive, the police will be informed.
- d) UMK does not work with patients currently taking class A substances unless we are part of a collaborative support team, and may refer you on to seek alternative therapy or speak to your GP.
- e) If we suspect any activity that warrants in our belief should be reported occurring at home involving threatening behaviour, abuse or criminal behaviour, you may be refused continuing work and UMK may refer you for alternative therapy.
- f) UMK expects total honesty. If it is suspected that you have an eating disorder or you do not disclose that you have an eating disorder, we will suggest you seek concomitant therapy or ask to speak to your GP. If you have an eating disorder, it is a requirement of the practice that you work with a therapist while we work with you. Failing which UMK reserves the right to discontinue working with you if this has not been disclosed.
- g) If you have been diagnosed with PTSD, it is a safety requirement of the practice that you work with a therapist while we work with you or receive clearance from your primary care physician/previous therapist to work with UMK. UMK reserves the right to discontinue working with you if these conditions are not met.
- h) UMK reserves the right to terminate the therapeutic relationship with immediate effect in the event of repeated missed appointments, late or failed payments, or non-compliance.
- i) Please note that we occasionally record sessions for training purposes.

## **9. Payment for Packages, Appointments, and Testing**

- a) All functional tests need to be paid for before they are sent to you. You may pay for these via the website or you will be sent an invoice before they are ordered. If your card payment defaults, then there will be a £20 + VAT administration charge.
- b) If your bank issues an erroneous chargeback, a £50 + VAT charge will be placed on your account to cover any fees incurred plus a pro-rata amount of the hourly rate for any time spent on the phone to the merchant or time spent gathering documents to send them to appeal any chargeback.
- c) It is your responsibility to let your bank know that no fraud has occurred on your account.
- k) Functional tests ordered by UMK, other than those tests performed before the initial consultation, may incur an interpretation fee – we will let you know if this will be invoiced separately. Tests ordered or provided by the patient which incur a fee, will incur an interpretation fee. This is usually £60 + VAT per test. Biology of Functions reports and Genetics Analysis are priced differently.
- l) Functional tests which have been ordered and paid for via UMK must be completed within 3 months or you will be liable for an additional fee.

## **10. Genetic and genomic reports**

- a) Genetic reports are paid for at time of request. If you are not using LifecodeGx, we will not use raw 23andme/ancestry data until you have provided us with payment and written consent to do so. Please do not send password and log in details, please send a raw file only. If you do not know how to download your raw data from the 23andme site, we can give you guided instructions.
- b) Genetic information is held confidentially and securely in accordance with our privacy policy.
- c) If you wish to discuss any issues not covered in your phone call following receipt of your genetic report, you will need to purchase additional support.

## **11. Non-Disclosure of Materials and Intellectual Property**

- a) The intellectual property of any materials that you are presented with during the course of our work together are owned exclusively and retained by UMK.
- b) Nothing in this agreement is to be interpreted as a licence for you to use the material beyond for the purposes of performing this agreement, unless without our prior written consent. This includes distributing material to friends or family or if you are a student practitioner, to your own patients.
- c) You agree that such information is solely for your own personal use. You are not permitted to share or upload materials online, especially on social media or disseminate them publicly without written consent and we may take legal action if this occurs. Please note this also includes ingredient labels for bespoke herbal formulations.
- d) If you do breach copyright, we reserve the right to discontinue working with you and you will forfeit remaining appointments.

## **12. Termination**

- a) If you wish at any time during the course of your programme to cancel your programme with us then this must be done by way of written notice sent to [info@theurbankitchen.co.uk](mailto:info@theurbankitchen.co.uk)
- b) Packages are designed to be heavily frontloaded and are heavily discounted based on the amount of time spent on a case. In the event you cancel your programme during its course, and before it has concluded, you will be charged a pro-rata fee for the unbilled time spent on your programme on the discounted package hourly rate of £225 + VAT.
- c) If you have paid upfront and decide to cancel the programme before it concludes then you will forfeit any fees already paid.
- d) If your arrangement allows you to pay in stages you will remain liable for any time spent and incurred fees, in accordance with 6(h) above.

### **13. Your Comments**

a) Periodically, UMK may use comments written in an email, told over the phone, or ask you to write a few comments about our work together, as an evaluation or testimonial. This helps UMK to see what you liked about the process, what results you received overall and where we can keep improving our service to you. We thank you in advance for this. We will send an authorisation request to use your first name if you are happy for us to do so.

### **14. Law and Jurisdiction**

a) UMK's Terms of Engagement, any contract resulting from an appointment booking or using the UMK or any of UMK's systems and any disputes arising out of the aforementioned are governed by and shall be construed in accordance with the laws of England and Wales and any disputes shall be under the exclusive jurisdiction of the courts of England and Wales.