

## 1. Introduction

It is very important that you read this document carefully before you sign it.

By ACCEPTING this Healing Agreement, you are entering into a legally binding contract, so please consider carefully whether this Agreement is right for you and contact me/us before you proceed if you have any concerns.

If anything in this Healing Agreement is unclear, please seek independent advice to ensure you fully understand your rights and obligations. I/We encourage you to negotiate any clause of this Agreement which feels unfair to you.

It is our my/our aim to support your body as best we can with nutritional and herbal supplements and lifestyle recommendations during the Cleanse program process in an online setting.

However, we recognise that from time to time there may be reason for some dissatisfaction. We welcome constructive feedback as an opportunity to review and improve our practices. Please feel free to contact us at [emily@emilyroseyates.com](mailto:emily@emilyroseyates.com) to discuss any issues that arise.

You are our ideal Patient if you have limited health complications and are interested in supporting your body as best you can through the online program. Or engage in a consultation of blood tests if you choose.

Our 28 day online program may not be suitable for you if have chronic health issues, or are medicated for any chronic diseases. Please notify our team if this is the case to book a consultation and bloods for full health assessment.

If you fall into the above category you may need a longer initial consultation appointment with one of our team of naturopaths.

### **This Healing Agreement is a contract between:**

Us, Emily Rose Yates

Chrissie Alexander

Health Sanctuary

ABN 21 285 842 887

Address: 32 Killara Street CURRUMBIN WATERS QLD 4223

Email for Correspondence: [emily@emilyroseyates.com](mailto:emily@emilyroseyates.com)

Director: Emily Rose Yates

Healer: Chrissie Alexander

**and**

You, the “Patient”

Patient Details are within KAJABI in a tick box manner, for patient to tick before he/she agrees to an appointment.

(a) **About Us**

I am Emily Rose Yates a Naturopath with a team of Naturopaths working with me, Chrissie Alexander (‘Practitioners’) looking to move people from surviving to thriving

(b) **How to contact me/us**

- (i) Please contact all practitioners via email only
- (ii) Practitioners may take up to 3-5 business days to reply via email

## 2. Definitions

The following words have these meanings in this Agreement:

The online cleanse program setting or 1:1 setting with the patient and practitioner

## 3. Payment

(a) **Payment Terms**

- (i) Consultations will be pre paid through Stripe
- (ii) Stripe online payment system
- (iii) \$399 for the SILVER package or \$599 for the GOLD package
- (iv) No GST applicable
- (v) Before the date of commencement of the cleanse program
- (vi) Payment plans can be organised if emailed Tanya admin@emilyroseyates.com

(b) **Late Payments**

- (i) If the patient hasn’t pre paid and invoice will be sent to the patient on the day of the consultation and the invoice is due and payable 7 days post the consultation.

- (ii) You agree to pay all costs, including debt collection agency fees and solicitor's costs, that we may incur in taking steps to recover any money that you owe us whether or not legal proceedings are issued for recovery of that money.
- (iii) 50% admin fee for default or late payments.

(c) **Refund Policy**

- (i) If you change your mind or no longer need the appointment you can email [admin@emilyroseyates.com](mailto:admin@emilyroseyates.com) and we will refund your payment within 3 -5 working days of notification
- (ii) Payment for consultation is due regardless of patients satisfaction
- (iii) If the patient chooses to withdraw from treatment they can at any point however the time spent with the practitioner incurs an hourly fee which is due and payable.

(d) **Termination**

- (i) If the patient or practitioner wish to terminate the relationship they can at any point with notice via email.
- (ii) It is also at the practitioners discretion to remove you from the facebook page for derogatory, demeaning or disruptive behaviour towards another cleanser or practitioner.

## 4. Treatment Sessions/ Consultations

(a) **Important information about your Treatment**

- (i) THE CLEANSE PROGRAM is designed to support the body in the best way possible for the vaccination process, this is for already reasonably healthy individuals
- (ii) The focus on the program will be supporting areas of health such as hydration, nutrition, low tox living, feeling worthy Patient must fill out a questionnaire before the consultation has commenced.
- (iii) Naturopathy, Nutrition, Herbal Medicine and Homoeopathic, Coaching
- (iv) To support the body as best we can through the detoxification process it is NOT to treat any underlying health conditions.

(b) **About our Sessions**

- (i) You will be asked specific questions about your health, via the facebook page

- (ii) You will be provided with a supplement protocol including all recommendations for your protocol and a link to where you can purchase the supplements which are a separate cost to the consultation.
- (iii) Please keep email communication to a minimum the practitioner will do their best to provide extra information, but please do not email the practitioner with loads of questions, just book another consultation.

(c) **Audio-Visual Recordings and Treatment Notes**

- (i) Consultations are not to be recorded.
- (ii) If the patient and practitioner agree to having the consultation recorded it is not to be distributed as it is the practitioners IP
- (iii) All session recordings and treatment notes are stored in accordance with the Confidentiality Policy outlined later in this agreement.
- (iv) Other Practitioners or admin may need to refer to the treatment notes for the purposes of treatment or admin only. All practitioners and administration staff have signed a confidentiality agreement around patients information.

(d) **Missed Sessions**

- (i) If you miss a consultation then you are required to pay full consultation fee
- (ii) You must provide 24-48 hours for cancellation of the consultation
- (iii) If you miss your appointment or 'no show' then you will be charged the full consultation fee
- (iv) Cancellation fees are charged at the discretion of the Practitioner

(e) **Cancelled Sessions**

- (i) Cancelled consultations can be done through admin [admin@emilyroseyates.com](mailto:admin@emilyroseyates.com) and 48 hours notice must be given, otherwise full cancellation fee applies.
- (ii) Full cancellation fee applies with 48 hours, outside of 48 hours patients can reschedule or receive a refund.

## 5. Our Responsibilities

(a) **Obligations**

- (i) Practitioners utilise their qualifications and experience to make judgement calls on the best treatment for the patient.

- (ii) It is the practitioners responsibility to stay within their scope of practice and not to advise on questions outside of their scope.
- (iii) It is the practitioners responsibility to factor in the personal health history, current health, family health history, medications and allergies to create the best treatment plan for the patient
- (iv) It is the practitioners responsibility to stay within their scope of practice and provide information but not co-erce the patient to undertake certain vaccinations or different vaccinations, this is the patients choice only.
- (v) The patient receives and treatment protocol or plan soon after the consultation with listed bullet points of recommendations made by the practitioner.
- (vi) The practitioner is responsible for any reactions towards the supplementation but has no liability in relation to how the patient responds to the vaccination. The protocol is supportive but does not reduce any adverse reactions to the vaccination.
- (vii) The practitioner reserves the right to refer or terminate the relationship if it feels like the patients presenting health is outside of their scope of practice.

## 6. Patient Responsibilities

### (a) Obligations

- (i) The patient is to come to the consultation with an open mind and willing to answer all of the practitioners questions accurately.
- (ii) The patient is also required to bring along any recent test results, bloods, ultrasounds, scans or biopsies so the practitioner has all the information PRIOR TO THE CONSULTATION.
- (iii) Communication must be clear and guidelines and treatment protocols must be clearly laid out in the treatment plan.
- (iv) Practitioner will provide access or links to all supplementation prescribed within the consultation.
- (v) The patient agrees to provide all relevant information,
  - a. personal health history
  - b. family health history
  - c. medications
  - d. substance abuse
  - e. allergies

to the practitioner so the practitioner can choose relevant and appropriate treatment to the patient

(b) **Indemnity**

The practitioner is not responsible for any adverse reactions of the patient whatsoever.

(c) **What you will need**

- (i) Practitioners will ensure they have stable internet connection, professional presentation and a secure place to store patient information.
- (ii) Simple Clinic is the practice management system for practitioners to store notes and treatment plans
- (iii) Consultations will be conducted via Zoom, Google Teams, Telehealth, Facetime, Facebook or phone, the patient will be advised of how this will be conducted within the email when booking the appointment.

## 7. Important Information about my/our Services

(a) **Disclaimer**

- (i) Emily Rose Yates + the practitioners are all qualified Naturopaths
- (ii) Naturopathy
- (iii) This enables them to appropriately prescribe nutritional supplements, herbal supplements and prescribe diet and lifestyle advice.

(b) **Risk Management**

- (i) All supplements are safe and effective, however can have interactions with certain medications which is why it's so important for the patient to disclose his/her medications accurately to the practitioner.
- (ii) Herbal medicines, homoeopathy, and energy medicines.=

(c) **Source of Claims**

These appointments have been advertised and cleanse program, to support the body innate ability to clear toxins.

(d) **Results are/are not guaranteed**

(i) Results are based on patient compliance and they are not guaranteed.

(e) **Age of Clients**

Minors must be accompanied by a parent or guardian over 18 years of age.

## 8. Confidentiality

(a) **Patient Details**

(i) In order to provide you with the best possible service, we will need to collect the following information from you:

- Health history
- Family health history
- Current state of health
- Email
- Phone
- Address
- DOB
- Medical records

(ii) To be sure the practitioner is provided with all health information so they can be more specific and targeted with their health recommendations and improve patient outcomes.

(iii) All data is stored in a safe and secure practice management system such as cliniko

(b) **Confidentiality**

All practitioner and admin staff have signed confidentiality agreements and no details of patients health is disclosed outside of the consultation without permission of the patient.

(c) **Staff Confidentiality**

As above

(d) **Privacy Policy**

If you have any further questions or concerns about the confidentiality of our sessions or the security of your information, please ask us, or consult our Privacy Policy:

## 9. Intellectual Property

### (a) Our Confidential Information

- (i) Discussion between practitioner and patient within a consultation setting is all confidential and will not be discussed outside of the consultation setting.

### (b) Copyright

- (i) All protocols, recommendations, links and dietary guidelines are copyright to the practitioner who created them

## 10. Dispute Resolution

### (a) Mutual Non-Disparagement

If the patient has an issue with a practitioner, email communication must be used to express the issues and all appropriate measures of resolution must be taken to resolve the issue amicably.

### (b) Negotiation

- (i) Please email your issue through to [emily@emilyroseyates.com](mailto:emily@emilyroseyates.com) then a discussion time will be set up between patient and practitioner.
- (ii) Mediation can also be used during this time if needed.

### (c) Alternative Dispute Resolution

- (i) AGREEMENT TO MEDIATE
- (ii) Resolution Institute, Law Society, or other method of choosing if you can't agree
- (iii) If we are located in different states or countries, we agree that the mediation will occur by telephone or online video conference at a time arranged by the mediator that is reasonably convenient to both of us.
- (iv) We agree to attend the mediation in good faith, to seek to resolve the dispute.
- (v) We agree to share the costs of mediation equally between us.



(d) **Formal Investigation**

COMPLAINT

(e) **Litigation**

COURT AS A LAST RESORT

(f) **Jurisdiction**

The validity, interpretation and performance of this Agreement will be governed by the law of NSW Australia.

## 11. General Provisions

(a) **Whole Agreement**

[WHOLE]

(b) **Survival of clauses**

[SURVIVAL]

(c) **Severability**

[SEVERABLE]

(d) **Counterparts**

[COUNTERPARTS]