



Terms and Conditions of Business

(This unique identifier ensures streamlined portal access and secure tracking of your engagement with QOLAE.)

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1. Introduction

The following Terms and Conditions are for the provision of Case Management and Rehabilitation services offered by Quality of Life & Excellence Ltd (QOLAE), led by Liz Chukwu (**Elizabeth Sophia Chukwu/ESC**), Registered Nurse (RN), Clinical Director and Case Manager. Services may also be delivered by other Registered Nurses(RNs), healthcare professionals and administrative staff acting on behalf of QOLAE. These services are provided to Service Users, Clients, including Legal Representatives and other Authorised Parties.

2. Services

2.1 Initial/Immediate Needs Assessments (INAs)

- QOLAE will conduct thorough Initial/Immediate Needs Assessments (INAs) to evaluate the Service User's situation, including but not limited to nursing, medical/clinical, rehabilitation, vocational, psychological and social needs.
- The INA will involve consultations with the client and relevant stakeholders, a review of medical records and any other necessary investigations to establish a comprehensive understanding of the Service User's Personal Injury and/or Complex case.

2.2 Consent For Services

All services provided by QOLAE, including Initial/Immediate Needs Assessments (INAs) and any potential reassessments or evaluations require explicit written consent from the Service User.

2.21 Consent Process:

Portal Access and Legal Representative Role:

- Upon accessing the QOLAE portal, Legal representatives must:
 - Review and sign the Terms of Business.
 - Proceed to the payment portal to complete the upfront fee.
- Once payment is confirmed, the Consent Form will be made available within the portal.

2.22 Consent Form Workflow:

- Legal representatives must complete the Consent form with the Service User's details, which will automatically populate relevant sections of subsequent forms.
- After completing the Consent form, **a tick box option** allows the Legal representative to send the form directly to the Service User via email for their signature.
- The Consent form may be reviewed by the Legal representative prior to being sent.

2.23 Direct Contact with the Service User:

- Once the Service User's details are added to the system, ESC will contact the Service User directly to:
 - Introduce the process.
 - Discuss and confirm their understanding and agreement
 - Facilitate any questions or concerns regarding the Consent form.

2.24 Compliance with the Mental Capacity Act 2005.

- Consent will be discussed and obtained in line with the five principles of the Mental Capacity Act 2005.

2.25 Access Restrictions Prior to Consent:

- Instructions and medical notes may be uploaded to the portal by the legal representative within a secure and encrypted environment.
- QOLAE will not access or review this information until the signed Consent Form is received and verified.

2.26 Right to Withdraw Consent:

- The Service User retains the right to withdraw consent at any time by notifying QOLAE in writing.
- Withdrawal of consent will not affect any services provided up to the point of withdrawal.

2.3 Reports Following Initial Needs Assessments

- A detailed report will be provided to the client, following the INA and outlining the Service User's needs, recommended interventions and a proposed plan for rehabilitation and/or case management.
- The report will include timelines, expected outcomes and any identified barriers to progress.

2.4 Ongoing Case Management and Rehabilitation Services

- Based on the findings of the INA and subsequent report, QOLAE will offer ongoing case management services, which may include:
 - Coordination with healthcare providers, therapists and other multi-disciplinary professionals.
 - Monitoring progress against the Care and Rehabilitation plan.
 - Discharge planning, evaluation and Follow up visits.
 - Regular updates and reports to stakeholders, including legal representatives and/or insurers/authorised parties.

2.5 Support with Clinical Negligence and Medico-Legal Screening

- Assistance in reviewing medical records and clinical documentation to identify potential breaches in the standard of care.
- Providing initial opinions or advice to legal representatives or insurers regarding the viability of Clinical Negligence or medico-legal cases.
- Recommendations for further expert input, if required.

2.6 Limitations in Scope of Professional Practice & Advice Expertise and Scope

QOLAE is led by a highly experienced RN with extensive expertise in critical care, A&E, Recovery, Complex care, Clinical Negligence and Mediation. Advice provided is strictly limited to the scope of Professional Nursing, Case Management Practice and Clinical Negligence.

Purpose of Advice

The purpose of the advice is to support informed decision-making in Case Management and Rehabilitation Practice. It does not constitute legal, financial or therapeutic counselling.

Third-Party Recommendations

Where necessary, QOLAE will recommend third-party professional opinions or validations, such as from medical specialists, other relevant allied healthcare or multidisciplinary experts.

Client Responsibility

Clients acknowledge that decisions based on QOLAE's advice are their responsibility. QOLAE cannot be held liable for actions taken outside the agreed scope of work or without consultation.

Codes of Conduct

All services are delivered in accordance with the following professional and regulatory standards:

- **NMC Code of Conduct** (Nursing & Midwifery Council)
- **CMSUK Standards of Practice** (Case Management Society UK)
- **BABICM Standards** (British Association of Brain Injury and Complex Case Management)
- **The Rehabilitation Code 2015** (Voluntary Working party Framework of several organisations)
- **Expert Witness Institute Core Competencies Framework**

These codes and standards ensure that all services meet established professional, ethical and legal standards specific to Nursing, Case Management, Clinical Negligence and Mediation.

2.7 Exclusions

- QOLAE does not provide legal advice or act as a substitute for specialised medical opinions where required.
- Any services outside the agreed scope will require prior written authorisation and may incur additional fees.

3. Engagement, Scope of Professional Practice & Workflow Operations

3.1 Signature Workflow for Online Terms of Business

The Terms of Business will include ESC's pre-applied digital signature and is secured on the portal to prevent unauthorised modifications. Once this has been signed by the Legal team:

- An automated acknowledgement email with the signed Terms of Business will be sent to both parties and a visual acknowledgment will pop up within the Legal Team's workspace. The Legal Team can view these emails at any time.
- The document is stored securely in the portal for future reference.

3.2 Instructions & Documentation on the QOLAE Portal Access

Submission of Instructions and Documentation

- Legal representatives can submit instructions and documents through QOLAE's secure portal after signing the Terms of Business and paying the 75% upfront fee.
- Portal access will only be granted upon confirmation of payment and signing of the Terms of Business.
- Once logged in to the portal, legal representatives will be directed to:
 - **Forward the Consent Form** to their client for completion online or to upload an in-house consent form. The option to download the form and send by post to the Service User is also available.
 - **Submit instructions** and upload supporting documents, including medical notes or upload their in-house instructions form.
 - **Track the status** of their referral and related case updates. Submissions will remain flagged as "Pending Consent" until the Service User's Consent form has been received and verified. QOLAE will notify the Legal team once consent is verified and the status will be updated to "Consent Verified."

3.3 Submission of Clinical Records and Information

- Upon receiving instructions, clinical records and relevant information from legal representatives via the QOLAE portal, no further action is required from the legal team
- QOLAE will issue a workflow completion email notification once consent has been reviewed, verified and approved.
- ESC will only act upon instructions, once consent has been verified and approved.

QOLAE's Virtual Private Server/Cloud is equipped with strict encryption and data protection measures to ensure confidentiality and data security.

3.4 Initial/Immediate Needs Assessments (INAs)

- Initial contact for Service User's requiring INAs will be made within 48 hours of ESC's access to the initial details entered in the consent form on the QOLAE portal.
- The INA visit will be scheduled following the initial introductory call and discussion (and pending consent verification) within 72 hours, subject to the Service User's availability.

3.5 Reports Following Initial/Immediate Needs Assessments

- Reports based on the INA will be delivered within 21 working days following the INA assessment.
- All reports will be shared via a secure downloadable link to ensure data security and compliance with data protection laws.
- Secure downloadable links will remain active for 7 days from the date of issuance.

3.6 Clinical Negligence Instruction

- Clinical negligence services are available by arrangement and may be conducted either at your law offices or remotely, depending on the nature of the case.
- Portal access for Clinical Negligence cases follows the same workflow, with links [here](#) directing you accordingly.
- Consent is required and allows ESC to begin a review of the case notes. Optional add-ons include client interviews or site visits which can be arranged through the portal.

3.7 Case Management and Rehabilitation Services

- Short and long term Case Management & Rehabilitation services will be provided through a collaborative instruction, with terms and scope of work mutually agreed upon by all parties involved.

3.8 Clinical Governance & Codes of Conduct & Best Practice Guidelines

- ESC and QOLAE strictly comply with the professional codes of conduct and standards of care outlined in the **Rehabilitation Code 2015, the NMC Code of Professional Conduct, and CMSUK Standards of Practice.**
- We prioritise client-centred care and consistently monitor and uphold the Seven Pillars of Clinical Governance and the 8 Principles of Information Governance.
- This commitment ensures that all case management and rehabilitation services provided meet the highest ethical standards and best practices in the field. Our approach is guided by these codes and standards, focusing on client-centred care and facilitating effective rehabilitation processes aimed at achieving the best possible quality of life for each client.

4. Fees and Payment Terms

4.1 Initial Needs Assessments (INAs)

- The fixed fee for INAs:
 - £1,600 (inc. VAT) for Monday to Friday visits.
 - £1,800 (inc. VAT) for Saturday visits.
 - £2,000 (inc. VAT) for Sunday visits.
- A deposit of 75% of the total fee is required prior to the INA visit.
- The remaining 25% balance, along with any travel or additional expenses, is due within 7 calendar days of the submission of the INA report. An email reminder will be sent.

4.2 Case Management and Clinical Negligence Fees

Consultation Fees (Initial):

- **Clinical Negligence Case Review:** £1,600 (inc. VAT).
- **Complex Care Package Design:** £1,600 (inc. VAT).

These consultation fees are payable in advance and cover the initial consultation, review, planning and/or design. If the case proceeds, the following hourly rates will apply:

Hourly Rates for Ongoing Case Management and Clinical Negligence Services:

- **£125 per hour** (Monday to Friday, 09:00–18:00).
- **£150 per hour** (Saturdays and after 18:00 on weekdays).
- **£175 per hour** (Sundays).

These rates apply to all activities, including but not limited to:

- Telephone calls, emails, and correspondence.
- Research and preparation.
- Client appointments, meetings, and follow-ups.

Fees are charged in 6-minute increments (pro rata).

4.3 Additional Costs

- **Travel Costs:**
 - Travel is charged at 45 pence per mile for INA visits, follow-up visits, or Clinical Negligence-related travel.
 - For travel requiring accommodation or transport to outer islands or other countries, costs will be borne by the instructing party.
- **Third-Party Services:**
 - If third-party services are required (e.g., additional personnel for high-risk clients), these costs will be met by the client, legal representatives, insurers or other authorised parties.

4.4 Late Payment Policy

- **Payment Deadline:** All invoices are due within 7 calendar days of the invoice date.
- **Late Payment Notification:** If an invoice remains unpaid after the due date, a reminder notice will be sent. Clients are encouraged to contact QOLAE promptly to discuss any delays.
- **Interest on Late Payments:** Interest may be charged on outstanding amounts at 8% above the Bank of England base rate, accruing daily, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- **Debt Recovery Costs:** Costs incurred in recovering unpaid amounts, including legal fees, will be charged to the client.
- **Service Suspension:** Services may be suspended until outstanding payments are received.

4.5 Refunds

- Fees for services rendered, including INA and case management activities, are non-refundable.
- For prepaid services not yet delivered, clients may be eligible for a refund or credit, depending on the extent of work completed and costs incurred.
- In exceptional circumstances (e.g., significant emergencies), refunds or credits may be offered at QOLAE's discretion.

5. Confidentiality

5.1 Commitment to Confidentiality

- QOLAE is committed to maintaining the confidentiality of all client and Service User information.
- A high standard of care will be upheld during all services, including Initial Needs Assessments (INAs), follow-up visits for Case Management & Rehabilitation and Clinical Negligence cases.
- Portal users are required to adhere to strict confidentiality provisions regarding all QOLAE workflows, data and proprietary systems.

5.2 Non-Disclosure Agreement (NDA)

By signing this Terms of Business, portal users and associated representatives agree to the following non-disclosure terms:

- **Scope of Confidential Information:**
 - Includes all workflows, system designs, proprietary processes, case-related data, and other sensitive information accessed via the QOLAE portal.
- **Obligations of Users:**
 - Users shall not share, reproduce, or reverse-engineer QOLAE's systems, workflows, or proprietary information.
 - Users must protect the confidentiality of all accessed client or case-related data.
- **Breach of Confidentiality:**
 - Any unauthorised use, sharing, or disclosure of QOLAE's proprietary information is strictly prohibited. In such instances, QOLAE reserves the right to take appropriate action to safeguard its intellectual property and confidential materials, including seeking remedies as permitted by law.
- **Duration:**
 - These confidentiality provisions remain in effect indefinitely unless explicitly released in writing by QOLAE.

Non-disclosure agreements (NDAs) are formalised upon signing this Terms of Business, with additional agreements available upon request.

5.2 Exceptions to Confidentiality

Confidentiality may be breached only under the following circumstances:

- **Safeguarding Concerns:** If there are concerns about the safety of the Service User or others, relevant information may be disclosed to the appropriate authorities in line with safeguarding protocols.
- **Violent Confrontation:** If a violent confrontation occurs that jeopardises the safety of the Nurse/Healthcare Professional or the Service User, information may be shared with authorities or emergency services.
- **Emergency Services:** In cases where emergency services are required, relevant information may be disclosed to ensure the immediate safety and care of the professional or client.

For further details on how we protect client and Service User information, please refer to our Data Protection Policy outlined in Section 6.

6. Data Protection Compliance

6.1 Adherence to GDPR and UK Data Protection Act

- QOLAE complies fully with the **General Data Protection Regulation 2018(GDPR)** and the **Data Protection Act 2018**, ensuring all personal data is collected, processed, and stored securely.
- Data is only used for the purpose agreed upon during the provision of services and will not be shared with third parties without explicit consent, unless required by law.

6.2 Data Storage and Security

- All client and Service User information is stored securely on encrypted devices and systems.
- Data is backed up every 24 hours to an external hard drive, which is stored in a fireproof safe to ensure maximum protection against loss or damage.
- Access to data is restricted to authorised personnel only and password-protection is used to safeguard electronic records.

6.3 Client Rights

- Clients and Service Users have the following rights regarding their data:
 1. **Access:** The right to request a copy of their personal data.
 2. **Correction:** The right to request corrections to inaccurate or incomplete data.
 3. **Deletion:** The right to request the deletion of their data under certain circumstances.
 4. **Restriction:** The right to restrict or object to the processing of their data.
 5. **Portability:** The right to request their data in a machine-readable format.
- All requests will be handled in compliance with GDPR guidelines and responded to, within the statutory timeframe of 30 days.

6.4 Data Breach Management

- In the unlikely event of a data breach, QOLAE will notify affected parties and the **Information Commissioner's Office (ICO)** within the required timeframe.
- A robust incident response plan is in place to minimise impact and ensure swift resolution.

6.5 Data Protection Policy

- A detailed **Data Protection Policy** outlining QOLAE's approach to GDPR compliance, data security and client rights is available upon request.
- To request a copy, please contact admin@qolae.com.

7. Clinical Governance, Information Governance and Quality Assurance Framework

7.1 Clinical and Information Governance Compliance

- QOLAE strictly adheres to established clinical and information governance standards to ensure safe, ethical and effective services.
- Compliance includes monitoring and maintaining standards under:
 - The Seven Pillars of Clinical Governance.
 - The Rehabilitation Code 2015.
 - The NMC Code of Professional Conduct.
 - CMSUK Standards of Practice.
 - BABICM Standards.
 - The Expert Witness Institute's Core Competency Framework.
 - The Eight Principles of Information Governance.

For more detailed information, please refer to QOLAE's Clinical and Information Governance Policies, available upon request, please contact admin@qolae.com.

7.2 Quality Assurance Framework

- QOLAE has a robust Quality Assurance (QA) framework to support the delivery of services and ensure all policies, procedures and workflows meet professional and regulatory standards.
- The QA framework involves:
 - Regular reviews of policies and procedures.
 - Ongoing professional development (CPD) for staff to maintain up-to-date knowledge and skills.
 - Internal audits to identify areas for improvement and ensure compliance with clinical and information governance standards.
 - Client feedback processes to continually refine and enhance service delivery.

8. Liability and Insurance

8.1 Limitation of Liability

- QOLAE's liability is limited to the direct costs incurred in the provision of services under this agreement.
- QOLAE is not liable for indirect, consequential or incidental losses, including but not limited to loss of profits, business or data, unless explicitly stated in this agreement.
- QOLAE will not be responsible for outcomes resulting from actions taken without consultation or outside the agreed scope of work.

8.2 Professional Indemnity and Corporate Insurance Cover

- QOLAE holds comprehensive insurance cover that includes:
 - **Public Liability Insurance**
 - **Products Liability Insurance**
 - **Professional Indemnity Insurance**
 - **Medical Malpractice Insurance**
 - **Personal Injury Insurance**

These policies cover services related to Nursing, Case Management & Rehabilitation, Clinical Negligence advisory cases and Mediation.

- Professional indemnity for Elizabeth Sophia Chukwu is further supported by indemnity through the Royal College of Nursing (RCN).
- As a member of BABICM, CMSUK, IMI, the Expert Witness Institute and on Part 1 of the NMC register, all professional services are delivered in compliance with their codes of professional practice and ethical guidelines.

Insurance schedules detailing the above policies are available upon request.

8.3 Personal Injury Cover

- QOLAE representatives, including Elizabeth Sophia Chukwu, are covered for personal injury sustained during the course of service delivery under the Personal Injury Insurance policy.
- This policy ensures financial protection in the event of injury while performing professional duties, further safeguarding the continuity of QOLAE services.

8.4 Exclusion of Liability for Third-Party Services

- QOLAE is not liable for the actions, advice, or outcomes of third-party professionals or services provided outside the agreed scope of work.
- Clients are encouraged to seek independent legal, medical, or financial advice where necessary, as QOLAE's services do not replace specialised expertise in those areas.

9. Termination

9.1 Grounds for Termination

Either party may terminate this agreement under the following conditions:

- **Breach of Agreement:** If either party fails to fulfil their obligations under this agreement, the other party may terminate the contract with immediate effect, subject to written notice.
- **Non-Payment:** If payment terms are not adhered to, QOLAE may suspend or terminate services until outstanding payments are received.
- **Mutual Agreement:** Both parties may agree to terminate the contract by mutual consent, provided the terms are documented in writing.

9.2 Notice Period

A minimum 30-day notice is required from either party to terminate the agreement. Written notice must be provided to the other party detailing the intention to terminate and any relevant reasons.

9.3 Handover Period

In the event of termination, a handover process will be implemented to ensure continuity of care and proper documentation transfer. This process includes:

- **Introductions:** Facilitating introductions to relevant parties (either in person, via email or telephone) acceptable to all involved.
- **Return of Documents:** Ensuring the return of all relevant legal files and client information to the instructing party.
- **Non-Disclosure Agreement:** Signing an NDA to maintain confidentiality regarding any shared information.
- **Sign-Off Form:** Completing a formal sign-off form to confirm the termination and the completion of the handover process.

10. Complaints Procedure

10.1 Commitment to Resolving Complaints

- QOLAE is committed to providing high-quality services and values feedback from Service Users, clients, insurers and legal representatives.
- If you have any concerns or wish to make a complaint, we encourage you to contact us promptly to ensure the issue is resolved in a timely and professional manner.

10.2 Complaints Handling Process

1. **Acknowledgement:**
 - Complaints will be acknowledged in writing within 7 calendar days of receipt.
2. **Investigation:**
 - An impartial investigation will be conducted, which may involve consultation with a professional colleague if required.
3. **Response:**
 - A formal response will be provided within 28 calendar days of the complaint being acknowledged.
 - If further time is required, the complainant will be informed of the extended timeline.

10.3 Escalation and Resolution

- If the complainant is not satisfied with the outcome, they may request a review by an independent professional, whose decision will be final.
- QOLAE reserves the right to consult external mediators or regulators if necessary to resolve the issue effectively.

10.4 Policy Access

- For detailed information on our complaints procedure, a copy of the Complaints Handling Policy is available upon request by contacting admin@qolae.com .

11. Contingencies and Agreements

11.1 Unforeseen Circumstances

- In the event that ESC (or another representative of QOLAE) is unable to carry out services due to illness, unforeseen emergencies or other unavoidable circumstances, QOLAE will:
 1. Notify the Service User, client, insurer or legal representatives as soon as possible via telephone and email.
 2. Arrange for an alternative Nurse/Case Manager to continue the work wherever possible to ensure that a Duty of Care and professionalism is upheld.
 3. Minimise disruptions and delays to agreed timelines.

11.2 Entire Agreement Clause

- This document, including all referenced attachments and policies, constitutes the entire agreement and understanding between QOLAE and the client, insurer and/or legal representative.
- Amendments or additions to this agreement must be documented in writing and signed by both parties to be valid.
- Verbal agreements or communications not reflected in this document are not binding.

12. Acceptance and Acknowledgement

By signing below, both parties acknowledge and agree to the Terms and Conditions outlined above.

For Quality Of Life & Excellence Ltd (QOLAE):

Name: Elizabeth Sophia Chukwu RN (Clinical Director)

Signature: _____

Date: _____

For

Name: _____

Signature: _____

Date: _____

13. Client Agreement

By signing below, I confirm that:

1. I have read and understood the Terms and Conditions outlined in this document.
2. I agree to the terms, including but not limited to fees, confidentiality and responsibilities.
3. I authorise the services to proceed as described.

Name: _____

Signature: _____

Date: _____

14. Contact Information

Name: Liz Chukwu RN
Business: Quality Of Life & Excellence Ltd
Email: Liz.Chukwu@qolae.com
Telephone: 07960 247 764

Registered Business Address:

Quality Of Life & Excellence Ltd
124 City Road
London EC1V 2NX

Home Address:

Flat 15, 8 Tinto Place,
Edinburgh
EH6 5FJ

Please address any important letters/documents to the above Home address.

15. Payment Details

Payment Details & Financial Terms

- The upfront fee of **75%** is payable by:
 - Direct bank transfer to QOLAE's account. Please ensure your payment includes the case reference or Pin/ID Number provided in the footer of the title page of this document.
 - Once payment is made and the transaction is reflected in QOLAE's system, you will receive confirmation and a receipt through your secure online portal area.

- **Bank transfer Payments:**

Account Name: Quality Of Life & Excellence Ltd
Bank Name: Barclays
Sort Code: 20-54-25
Account Number: 33084809

Payment Reference: _____

- Final payment of **25%** is due upon submission of the INA report.
- Access to your Client's case and documentation via the portal will only be granted once the 75% upfront fee has been confirmed.
- If you have any questions about payment, please contact: accounts@qolae.com

16. Step-by-Step Guide: How to Engage QOLAE

16.1 Access Your Secure Portal

- Your unique **PIN/ID Number** is located in the footer of the title page of this Terms of Business document. Use the secure link provided in your email to access the portal. Complete the multi-factor authentication (MFA) login in and choose your email notification preferences (opt in/out).

16.2 Sign Terms Of Business

- Review the Terms of Business carefully.
- You will be prompted to digitally sign the document online within the portal.

16.3 Make an Upfront Payment (75%)

- Please complete your upfront fee via direct bank transfer, using your case-specific PIN/ID Number as the reference.
- **Payment instructions are** provided in the Payment Details section of this document.
- Note: Portal access to uploading of Medical Notes and Documentation will only be granted after payment confirmation.

16.4 Submit Consent Form

- Enter your client's details into QOLAE's **Consent Form**(Full Name, Address, Date of Birth and Email Address).

You may:

- Forward the Consent form to your client for **secure online completion**, or upload your in-house version, provided it adheres to QOLAE's **Consent Policy**.
- If your client prefers to complete the form **offline**, a printable version is available to download and send via post or email.
- **Note:** Once completed, this form must be uploaded to the portal for verification and approval.

16.5 Upload Instructions and Documents

After sending off the Consent Form, you will gain access to a **private Log-In Area** where you can:

- Upload case instructions, medical notes and any supporting documents (e.g. photographs, letters, videos).
- Select the relevant QOLAE service from the drop-down menu.
- **Important:** No information can be accessed by QOLAE and ESC until your client's Consent Form has been received, verified and approved.

16.6 Track Case Progress

Log into the portal at any time to:

- Monitor INA visit scheduling
- Follow report drafting stages
- Track final case completion.

Note: You will receive occasional email notifications at key milestones (e.g., after the INA visit, during report drafting and before final report delivery).

16.7 Receive INA Report

Once finalised, the INA report will be shared with you via a **secure download link** sent to your registered email.

Please note: For security purposes, the link will expire after 7 days.