

## SCAN.COM TERMS AND CONDITIONS

Scan.com is a trading name of National MRI Scan Limited, a private company limited by shares incorporated and registered in England and Wales with company number 10674268 and registered office address at 8th Floor, 180 Strand, 2 Arundel Street, London, United Kingdom, WC2R 3DA (“Scan.com,” “we,” “our,” “us”).

These Terms form the basis of the Contract that is made by and between Scan.com and you (“you” or “your”) when you place a Booking to undertake a medical imaging procedure (an “**Imaging Procedure**”) at one of the third-party medical imaging centres advertised on [uk.scan.com](https://uk.scan.com) (each a “**Scan Provider**”).

These Terms incorporate Scan.com’s [Privacy Policy](#) and its [Remote Viewing Service T&Cs](#). Should any provisions of either of the foregoing conflict with those set out in these Terms, these Terms shall prevail.

These Terms apply from the 29th of July 2024. If you have previously placed a Booking with Scan.com, these Terms may have changed since you last reviewed them. Please note that any change in these Terms will not apply to any Booking that was made prior to the 29th of July 2024.

If you have any questions or comments after you have read these Terms, please get in touch. You can contact us by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or by calling 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays).

### IMPORTANT TERMS TO REVIEW:

**Cancellation:** you have the right to cancel your Booking and treat the Contract as terminated at any time, although you may not be entitled to a refund of any Fees that you have paid in certain conditions (see clause 8.4). In particular, if you cancel your Booking less than 48 hours before your Appointment, you will normally not be entitled to any refund (see clause 8.4).

**Cooling Off Period:** in addition to your contractual rights of termination under these Terms, under consumer law you may additionally cancel your Booking and receive a refund of all Fees paid at any time within the period of 14 calendar days following our acceptance of your Booking (the “**Cooling Off Period**”). If, however, your confirmed Appointment date falls within this 14 days’ period, we reserve the right to deduct our reasonable costs from any refund issued to you. These reasonable costs will include 100% of the Fees when you cancel less than 48 hours prior to your Appointment (see clause 8.4)

**Additional Charge Services:** the price of the Appointment Fee displayed to you on [uk.scan.com](https://uk.scan.com) at the time of booking does not include the cost of certain additional treatments or services that may need to be administered in connection with your Imaging Procedure, such as the cost of any contrast injection or blood testing that is needed (“**Additional Charge Services**”) (see clause 11). Where possible we will inform you of any Additional Charge Services (and the Additional Charges due in respect of them) applicable to your Booking as part of the Pre-Consultation we hold with you shortly after we receive your Booking (see clauses 5.4 and 5.5).

**Payment of Additional Charges:** All Additional Charges due in respect of Additional Charge Services are payable directly to Scan.com, not to the Scan Provider (see clause 11.4). If on the day of your Appointment, you agree with the Scan Provider to receive any Additional Charge Services not previously agreed with us as part of your Booking, you must immediately call us on 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) to make payment of all Additional Charges due in their respect, failing which, you hereby authorise to charge any and all such Additional Charges to the credit and/or debit card we have on file for your Booking.

**Limitation of Liability:** we limit our liability as set out in clause 20 of these terms.

**YOUR RIGHTS ARE PROTECTED BY THE CONSUMER RIGHTS ACT 2015.**

**IMPORTANT DISCLAIMER NOTICE: PLEASE NOTE THAT WE DO NOT PROVIDE ANY PROFESSIONAL HEALTHCARE SERVICES (SEE DEFINITION IN CLAUSE 1 BELOW) OR ANY OTHERWISE DIAGNOSTIC OR MEDICAL PROCEDURES, TREATMENTS OR CARE AND WE ARE THEREFORE NOT LIABLE FOR ANY OF THESE SERVICES. PLEASE SEE CLAUSE 3 FOR MORE DETAILS OF THE SERVICES WE PROVIDE UNDER THE CONTRACT.**

## 1. Definitions and Interpretation

1.1. The definitions and rules of interpretation in this clause 1 apply in these Terms.

<b>Additional Charge</b>	an additional charge payable in relation to any Additional Charge Services administered in connection with a Booking.
<b>Additional Charge Services</b>	those services listed in clause 11.1 below whose performance is not included within the cost of the Appointment Fee and that, to the extent administered as part of your Booking, are subject to an Additional Charge payable by you to Scan.com.
<b>Appointment</b>	your appointment with a Scan Provider for the Imaging Services and Additional Charge Services (if any) agreed as part of your Booking. The date & time of your Appointment shall be finalised in accordance with clause 6.2.
<b>Appointment Fee</b>	the fee payable by you to Scan.com (acting as the Scan Provider's payment collection agent) in respect of the Scan.com Services and Imaging Services to be provided under your Booking.
<b>Booking</b>	means your order for the Scan.com Services, Imaging Services and Additional Charge Services (if any) as placed in accordance with the procedure described in clause 4, as such order may be amended from time to time in accordance with these Terms.
<b>Borderline Findings</b>	any findings reported in the Radiology Report as lying between the threshold that separates normal and abnormal findings, with the result that the findings are out of range for what is 'normal' but are not conclusively abnormal either.
<b>Business Day</b>	any day other than a Saturday, Sunday, or bank holiday in England when banks in London are open for business.
<b>Calendar Day</b>	any day of the year irrespective of whether it falls on a weekday, weekend or public holiday.
<b>Clinically Significant Findings</b>	means any new or unexpected irregularities, conditions or diagnoses, or any material changes to your known, pre-existing medical conditions, that are reported in a Radiology Report and that could lead to the development of a significant disease, medical condition or adverse outcome if not treated according to one of the following timelines:

- (a) **Critical:** within a matter of hours;
- (b) **Urgent:** within 24 hours;
- (c) **Unexpected and Significant:** not immediately life-threatening but requiring follow-up.

<b>Confirmation Email</b>	the confirmation email sent to you in accordance with clause 4.5) that confirms our acceptance of your Booking and our execution of the Imaging Services Agreement on your behalf with the Scan Provider.
<b>Contract</b>	the contract between you and us for the provision of the Scan.com Services that is automatically created when we when communicate our acceptance of your Booking by sending you a Confirmation Email.
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 ( <i>SI 2003/246</i> ), all other legislation and regulatory requirements in force from time to time which relates to the use of Personal Data, and the guidance and codes of practise of the UK ICO or other relevant data protection or supervisory authority applicable to a party.
<b>Fees</b>	the total Fees due in connection with your Booking, this being the sum of the Appointment Fee, the Additional Charges (if any) and any otherwise charges and costs (such as any cancellation fees) incurred as part of your Booking.
<b>Healthcare Professional</b>	a member of a regulated healthcare profession regulated by a body mentioned in section 25(3) of the NHS Reform and Health Care Professions Act 2002.
<b>Images</b>	means the diagnostic-grade medical images produced in connection with an Imaging Procedure that provide visualisations of the interior of one or more body parts for the purposes of clinical analysis and medical intervention.
<b>Imaging Procedure</b>	a medical imaging procedure that uses one or more of the following types of imaging: computerized tomography (“ <b>CT</b> ”), dual-energy x-ray absorptiometry (“ <b>DEXA</b> ”), magnetic resonance imaging (“ <b>MRI</b> ”) ultrasound, (“ <b>Ultrasound</b> ”), X-ray (“ <b>X-ray</b> ”) or any otherwise medical imaging procedure or service tendered on <a href="http://uk.scan.com">uk.scan.com</a> from time to time.
<b>Imaging Services</b>	means those Professional Healthcare Services performed by the Scan Provider under the Imaging Services Agreement whose cost is included as part of the Appointment Fee, including: <ul style="list-style-type: none"><li>(a) the Imaging Procedure (but excluding the cost of any Additional Charge Services such as any contrast injection or sedation administered during the Imaging Procedure);</li><li>(b) the processing of the Images produced in connection with your Imaging Procedure;</li><li>(c) single reporting of a Reporting Clinician on the Images by</li></ul>

way of a Radiologist; **and**

- (d) all other Professional Healthcare Services necessary to administer your Imaging Procedure that are not Additional Charge Services.

<b>Imaging Services Agreement</b>	the agreement concluded by Scan.com on your behalf acting as your contractual agent with the Scan Provider named in your Booking on the basis of the contractual terms and conditions contained in the Scan Provider T&Cs, according to which the Scan Provider agrees to provide the Imaging Services and Additional Charge Services (if any) ordered as part of your Booking to you by way of an Appointment.
<b>Insured</b>	means that you are paying all Fees and otherwise costs and expenses due in connection with your Booking using third-party private medical insurance in accordance with clause 16 of these Terms.
<b>IR(ME)R</b>	means with respect to any exposure to ionising radiation (i.e. any CT, DEXA, or X-ray Imaging Procedure) that occurs in: (1) England, Wales or Scotland, the Ionising Radiation (Medical Exposures) Regulations 2017; or (2) Northern Ireland, the Ionising Radiation (Medical Exposures) Regulations 2018; including in respect of each of (1) and (2) any and all subsequent amendments, restatements, extensions, supplements and modifications thereto.
<b>IR(ME)R Referral</b>	a referral drafted and made by a Scan.com Healthcare Professional in accordance with the IR(ME)R that refers you to a Scan Provider for an Imaging Procedure that involves exposure to ionising radiation, such as where you are to undergo a CT, DEXA, or X-ray scan.
<b>Personal Data</b>	has the meaning given in Article 4(1) UK GDPR.
<b>Pre-Consultation</b>	the telephone, email or live chat consultation held with you by a Scan.com Healthcare Professional within approximately 2 (two) Business Days of your Booking so that we may screen your Booking against the Scan Provider's Referral Criteria and determine whether it is clinically appropriate for us to accept your Booking.
<b>Professional Healthcare Services</b>	any services that involve the performance of any regulated activity as defined in Schedule 1 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, including (without limitation) any Imaging Services or Additional Charge Services that involve the administration, supply or performance (as applicable) of medical treatments, diagnoses, procedures, prescribing, reporting, consumables, medications, advice, findings, products or services.
<b>Post-Consultation</b>	a telephone, email or live chat consultation held by a Scan.com Healthcare Professional with you according to the timelines in clause 13.2 where your Results identify any Clinically Significant Findings or Borderline Findings.
<b>Privacy Policy</b>	Scan.com's privacy policy as made available on <a href="http://uk.scan.com">uk.scan.com</a> from time to time, including as of the most recent date of these Terms at

[Privacy Policy](#).

<b>Radiological Error</b>	a discrepancy in the Reporting Clinician's radiological reporting that deviates substantially from a reasonable consensus of medical expert opinion and that has no justifiable cause nor evidenced basis for defence, such as (without limitation) where a Reporting Clinician fails to accurately identify, report on and/or communicate the diagnostic consequences of any clinical abnormality whose discernability and significance is incontestable and apparent.
<b>Referral Criteria</b>	the clinical and non-clinical criteria, protocols, practice guidelines and screening procedures used by the Scan Provider to determine whether it is necessary and/or appropriate for you to undertake the Imaging Services ordered as part of your Booking.
<b>Remote Viewing Service</b>	the NHS-approved, secure online image viewing service provided on behalf of Scan.com by the third-party service provider Cimar UK LTD ( <a href="https://www.cimar.co.uk">https://www.cimar.co.uk</a> ) on which the Results are made available for you to remotely view, download, and share in accordance with the Remote Viewing Service T&Cs.
<b>Remote Viewing Service T&amp;Cs</b>	our terms and conditions that govern your access to and use of Remote Viewing Service, as such terms are made available at <a href="http://uk.scan.com">uk.scan.com</a> from time to time including as of the most recent date of these Terms at <a href="#">Remote Viewing Service T&amp;Cs</a>
<b>Radiology Report</b>	a written report that serves as the official record of the Images and that communicates the Reporting Clinician's interpretation, discussion, and conclusions about the outcome of the Imaging Procedure, including details of any findings, diagnoses and proposed medical interventions.
<b>Reporting Clinician</b>	a radiologist, radiographer or clinician (medical or non-medical) that has appropriate training in radiological reporting and is engaged by the Scan Provider for the purposes of interpreting and reviewing the Images produced in connection with an Imaging Procedure by way of a Radiology Report. with an Imaging Procedure by way of a Radiology Report.
<b>Results</b>	means together the Images and Radiology Report.
<b>Self-Pay</b>	means that you are personally responsible for paying us all Fees incurred in connection with your Booking in accordance with clause 15 of these Terms, without assistance from or reliance on any third-party medical insurance.
<b>Scan.com Healthcare Professional</b>	a Healthcare Professional who is engaged by Scan.com to screen your Booking against the Scan Provider's Referral Criteria and who, where your Booking is for an Imaging Procedure involving exposure to ionising radiation, holds the professional authorisations needed to draft an IR(ME)R Referral on your behalf.

- Scan Provider** a third-party medical imaging provider that is registered with one or more of the Care Quality Commission, Healthcare Improvement Scotland, or Healthcare Inspectorate Wales to provide diagnostic and screening procedures.
- Scan Provider T&Cs** the Scan Provider’s contractual terms and conditions that form the basis of the Imaging Services Agreement and that govern its liability (without limitation) for any Professional Healthcare Services supplied in connection with your Booking.
- Scan.com Services** means the services that we provide to you under the Contract, as such services are detailed in clause 3.3 of these Terms.
- Special Category Data** has the meanings given in Articles 4(13), 4(14), 4(15) and 9(1) of UK GDPR.
- Terms** these terms and conditions that govern our supply of our Scan.com Services to you, including as these terms are supplemented, modified, or amended from time to time.
- Third Party Services** has the meaning in clause 3.4.
- UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- we or our or us** means National MRI Scan Limited trading as “Scan.com”.
- you or your** means you, the individual making a Booking to undergo an Imaging Procedure or where you are placing a Booking on behalf of another person with legal capacity for whom you are authorised to contract, such person as named by you in the Booking.
- If you are parent, legal guardian or otherwise person who makes a Booking on behalf of a child (under 18) or a person who lacks legal capacity to enter the Contract, “You” shall mean (a) you, the parent, legal guardian or otherwise person who stands in the shoes of the child or person lacking legal capacity as the party to the Contract and (b) references to “You” in these terms shall be interpreted as references to either such child or person lacking legal capacity, or to their parent, legal guardian or otherwise responsible person as the context requires.
- 1.2. Each reference in these Terms to “writing” and any similar expression includes electronic communications whether sent by email (and other electronic means) and fax.
- 1.3. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.4. Any words following the terms “including,” “include,” “in particular,” “for example,” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 1.5. A reference to the “relevant” Scan Provider or “relevant’ Imaging Procedure is a reference to the Scan Provider or Imaging Procedure (as applicable) specified in your Booking.

## 2. THESE TERMS AND THE CONTRACT

- 2.1. These Terms form the basis of the Contract that is automatically created by and between us and you when we confirm our acceptance of your Booking by sending you a Confirmation Email in accordance with the procedure in clause 4 below. No Contract or otherwise agreement shall exist between you and us until we have communicated to you our acceptance of your Booking by sending you a Confirmation Email.
- 2.2. To the maximum extent permitted by law, these Terms shall apply in the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing. These Terms and the Contract that arises from them are made only in the English language.
- 2.3. This Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out as part of these Terms.
- 2.4. Please note that the Contract is between you and us alone. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.

## 3. OUR ROLE UNDER THE CONTRACT

- 3.1. We supply you under the Contract solely with the Scan.com Services, full details of which are provided in clause 3.3 below. We do not practise medicine and we do not supply any Professional Healthcare Services to you or any other person under the Contract.
- 3.2. Any Professional Healthcare Services supplied in connection with your Booking are provided to you exclusively by the Scan Provider under the separate Imaging Services Agreement that we conclude with them on your behalf acting as your contractual agent immediately following our acceptance of your Booking.
- 3.3. The Scan.com Services are included within the cost of the Appointment Fee, and are inclusive of:
  - (a) our contractual agent services, whereby we negotiate, conclude, and thereafter manage on your behalf an Imaging Services Agreement with the Scan Provider for the relevant Imaging Services and Additional Charge Services (if any) ordered as part of your Booking;
  - (b) a written referral from a Scan.com Healthcare Professional to the Scan Provider for you to undergo the relevant Imaging Services and Additional Charge Services (if any), including as such written referral takes the form of a valid IR(ME)R Referral where the proposed Imaging Services involves your exposure to ionising radiation (such as where your Booking is for a CT, DEXA, or X-ray scan);
  - (c) access to our secure online Remote Viewing Service where you can access, view and (where available) submit a request to share your Images and Radiology Report (together the “**Results**”) with third parties (such as a GP, specialist or insurer);
  - (d) subject to clause 3.4, access on the Remote Viewing Service to the third-party patient education software supplied by Scanslated Inc. so that you can view an interactive patient-friendly version of your Radiology Report with plain language and graphics-based explanations of your Radiology Report’s findings;
  - (e) where your Results identify any Clinically Significant Findings or Borderline Findings, or the need for you or your Results to undergo any further testing, examination or review, a Post-Consultation with a Scan.com Healthcare Professional to discuss your Results and your next steps; **and**
  - (f) our customer service for your Booking, including access to our telephone, email and

live webchat customer representative agents during Scan.com's UK business hours (Mon-Fri 9am-5pm exc. UK bank holidays).

- 3.4. Certain of our Scan.com Services may be dependent on third-party software, applications, platforms or APIs ("**Third Party Services**"). These Third-Party Services are not offered, controlled, or provided by us, are subject to their own terms and conditions presented to you upon your usage of them, and are accessed by you solely at your own risk. We make no representation or commitment about the continued availability of any of the Third-Party Services as part of the Scan.com Services and we may cease to provide them at any time without entitling you to any refund, credit, or other compensation or remedy.
- 3.5. Any Professional Healthcare Services provided in connection with a Booking are:
- (a) the sole responsibility of the Scan Provider named in your Booking who shall be solely liable for any acts or omissions or otherwise causes of action arising in relation to such Professional Healthcare Services or any otherwise diagnoses, treatments or care administered to you in connection with your Booking (see clause 20 for more details of our liability to you); **and**
  - (b) are supplied under a separate Imaging Services Agreement between you and the relevant Scan Provider on the sole and exclusive basis of the Scan Provider T&Cs to which Scan.com is not a party.
- 3.6. you are solely responsible for familiarising and satisfying yourself with the Scan Provider T&Cs of the Scan Provider prior to placing a Booking. You may access a copy of such Scan Provider T&Cs by accessing the relevant Scan Provider's website or by contacting a member of their customer service team on their advertised contact details.
- 3.7. The Scan Provider T&Cs shall be deemed to automatically incorporate any additional terms and conditions that the Scan Provider communicates to you (including without limitation by email) from time to time in connection with your Booking.
- 3.8. If you are uncertain about any of the contents of the Scan Provider T&Cs or have any difficulties obtaining a copy of the Scan Provider T&Cs, please contact [help@uk.scan.com](mailto:help@uk.scan.com) or telephone 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) prior to placing your Booking.

#### 4. THE BOOKING PROCESS

- 4.1. To place a Booking, you will be required to follow the on-screen prompts provided on [uk.scan.com](http://uk.scan.com). Please note that as part of your Booking, you will be asked to:
- (a) provide your personal details and contact information such as your name, email address, mobile phone number and date of birth;
  - (b) select the type (e.g. X-ray, MRI, Ultrasound) of Imaging Procedure you wish to undertake an Appointment for and the body part (i.e. "left arm") you wish to be examined;
  - (c) select the Scan Provider that you want to attend for the Appointment;
  - (d) subject to clause 4.6, select a provisional date & time slot or range for the Appointment; **and**
  - (e) provide your relevant medical history and clinical information, including by submitting a patient safety questionnaire.
- 4.2. You are responsible for ensuring that any information you submit as part of Your Booking is accurate, complete and up-to-date. Neither Scan.com nor the Scan Provider will be liable to you or any other person for any delay, loss, damage, injury or inconvenience that is incurred in relation to a Booking to the extent that any of the foregoing is attributable to any

inaccurate, incomplete or outdated information submitted as part of your Booking

- 4.3. Your Booking shall only be finally submitted where, after being offered the opportunity to review these Terms in full, you indicate your agreement to contract on their basis by proceeding with your Booking (such as by ticking a checkbox, clicking “I agree” or clicking to proceed to the next page).
- 4.4. You hereby acknowledge and agree that by submitting a Booking on [uk.scan.com](http://uk.scan.com) or otherwise, you are making:
  - (a) an offer by you to contract with us upon the basis of these Terms; **and**
  - (b) you are granting us your unconditional authorisation to negotiate and enter into an Imaging Services Agreement on your behalf for the booking an Appointment to undergo such Imaging Services and Additional Charge Services (if any) at the Scan Provider selected in your Booking (including as amended from time to time in accordance with these Terms)
- 4.5. Once you submit your Booking, you may receive an email from us confirming that we have received your Booking (the “**Acknowledgement Email**”). Please note that this does mean that your Booking has or will be accepted. You may treat your Booking as accepted by us only when we communicate our acceptance of your Booking by sending you a Confirmation Email.
- 4.6. Please note that where you are offered the opportunity to select a specific date & time slot or range for your Appointment as part of your Booking, any such dates and times displayed on [uk.scan.com](http://uk.scan.com) are provisional, indicative only and non-binding. In accordance with clauses 5.3(d) and 6.2, your finalised Appointment date & time shall only be confirmed when the Scan Provider contacts you directly following our acceptance of your Booking to confirm your finalised Appointment date & time. Please see clause 6.3 in the event that you are unable to attend the Appointment date & time confirmed to you by the Scan Provider.
- 4.7. Further to clause 4.6 above, Scan.com does not represent, warrant or undertake that any finalised Appointment date & time offered to you by a Scan Provider will be the same as, or on or around, any provisional date & time slot or range that you selected as part of your Booking.

## 5. SCREENING AND ACCEPTING YOUR BOOKING

- 5.1. To determine whether we can accept your Booking (whether in whole or in part), one of our Scan.com Healthcare Professionals will first screen your Booking against the Scan Provider’s Referral Criteria to assess whether it is clinically appropriate for you to undertake the proposed Imaging Services and Additional Charge Services (if any).
- 5.2. As part of this screening process, a Scan.com Healthcare Professional will initiate a telephone, email or live webchat Pre-Consultation with you within approximately 2 Business Days of your Booking being placed to review the clinical history and patient safety questionnaire responses submitted as part of your Booking, although this timeline may be extended in times of high demand and both we and you agree that time is not of the essence.
- 5.3. **Accepting your Booking.** If after holding the Pre-Consultation with you the Scan.com Healthcare Professional determines that your Booking meets the Scan Provider’s Referral Criteria, and the Scan Provider confirms that they are able to service your proposed Booking, we will accept your Booking and promptly:
  - (a) negotiate and enter into on your behalf an Imaging Services Agreement with the Scan Provider for the relevant Imaging Services and Additional Charge Services (if any);
  - (b) draft and send to such Scan Provider a written referral (including if applicable an

IR(ME)R Referral) from a Scan.com Healthcare Professional for you to undergo the Imaging Services and Additional Charge Services (if any);

(c) send you a Confirmation Email that confirms our acceptance of your Booking and our conclusion of the Imaging Services Agreement on your behalf.

(d) refer your finalised Booking (including without limitation contact details) to the Scan Provider so that they may contact you directly to confirm your finalised Appointment date & time.

5.4. **Accepting your Booking subject to changes.** If, after holding the Pre-Consultation with you, the Scan.com Healthcare Professional determines that it is advisable or necessary for you to either undergo a different type of Imaging Procedure to that ordered in your Booking (the “**Alternative Procedure**”) and/or to receive one or more Additional Charge Services as part of your Booking (such as a contrast injection), they will advise you of this during the Pre-Consultation or as soon as possible thereafter and clause 5.5 will apply. .

5.5. Following the conclusion of the Pre-Consultation, we will follow up with you by telephone or email to confirm the revised charges that would apply to any such Alternative Procedure and/or Additional Charge Services, and to ask you to confirm how you wish to proceed. You shall have the option to:

(a) amend your Booking on the revised terms subject to our receipt of any additional payments due under clause 5.7;

(b) cancel your Booking and receive a refund of all Fees already paid minus a £50.00 administration fee to cover the cost of the Pre-Consultation. Any refund will be paid in accordance with clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable); **or**

(c) reject the inclusion of the relevant Alternative Procedure and/or Additional Charge Services as part of your Booking and, provided that you meet the Referral Criteria for the Imaging Procedure you originally booked, proceed with your original Booking failing which clause 5.10 below shall apply.

5.6. Where you are paying for your Booking on an Insured basis using private medical insurance, you should check with your insurer that the proposed changes to your Booking will be covered by your policy prior to confirming the changes with us. It is your sole responsibility to do this.

5.7. Where you agree to include an Alternative Procedure or any Additional Charge Services as part of your Booking, and you are paying for your Booking on a Self-Pay basis, you agree that you shall immediately make payment in full to us of the excess amount of any revised Appointment Fee and/or the full amount of any Additional Charges (as applicable) due in their respect, and for these purposes, you hereby authorise us to charge such amounts thereby due at any time to the credit and/or debit card we have on file for your Booking.

5.8. Where you agree to include an Alternative Procedure as part of your Booking, and the Appointment Fee for the Alternative Procedure is less than that paid or due in respect of your original Booking, we will refund the difference to you in accordance with either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).

5.9. Where you refuse to include an Alternative Procedure and/or Additional Charge Services as part of your Booking whose performance is necessary (as solely determined by us) in order for you to meet the Scan Provider’s Referral Criteria, your Booking shall be automatically and immediately cancelled and we shall refund all Fees already paid minus a £50.00 administration fee (to cover the cost of the Pre-Consultation) in accordance with the refund principles in clauses 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).

- 5.10. **Rejecting your Booking.** If, after holding the Pre-Consultation with you, the Scan.com Healthcare Professional determines in their sole discretion that your Booking does not meet the Scan Provider's Referral Criteria for the Imaging Services and/or Additional Charge Services you have ordered, and we deem there is no suitable Alternative Procedure that you could undertake safely for the same diagnostic purposes, we will reject your Booking, terminate the Contract and provide a full refund of all Fees paid in relation to your Booking minus a £50.00 administration (to cover the cost of the Pre-Consultation) fee in accordance with either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).
- 5.11. In addition to our right under 5.10, we may also reject your Booking and terminate the Contract at any time without need to give you any reason for our rejection. Where we reject your Booking without giving any reason under this clause 5.11, we shall provide a full refund of all Fees paid in relation to your Booking. Any refund shall be issued in accordance with either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).

## 6. APPOINTMENTS: CONFIRMED DATE & TIMES

- 6.1. Any date & time slots for Appointments that are displayed or made available for you to reserve on [uk.scan.com](http://uk.scan.com) at the time of booking are for indicative purposes only and are non-binding. Please see clauses 6.1 and 6.2 for more details. Scan.com does not represent, warrant or undertake that your finalised Appointment date & time (as communicated in accordance with 6.2 below) will be the same as, or on or around, the date & time slot that you selected on [uk.scan.com](http://uk.scan.com) at the time of booking.
- 6.2. Your finalised Appointment date & time will be confirmed to you by telephone, email or post by the Scan Provider within 5 to 7 Business Days of Scan.com's acceptance of your Booking. If you have not heard from the Scan Provider within 5 to 7 Business Days of your receipt of our Confirmation Email accepting your Booking, please contact us customer service team on 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) or emailing us at [help@uk.scan.com](mailto:help@uk.scan.com).
- 6.3. If you are unable to attend the finalised Appointment date & time slot communicated to you by the Scan Provider, we will use reasonable endeavours to arrange an alternative Appointment date & time for you. Please note that the rescheduling of any Appointment shall be governed by clause 7 of these Terms.
- 6.4. Please see clauses 9.2 and 9.3 for the Terms that apply if your finalised Appointment date falls more than 90 or 180 days respectively after the date of your Pre-Consultation with a Scan.com Healthcare Professional.

## 7. APPOINTMENTS: RESCHEDULING OR CHANGING YOUR BOOKING

- 7.1. If you wish to reschedule your Appointment or otherwise change your Booking prior to the Appointment date, you **must contact** our customer service team **at least 48 hours before your Appointment** by phoning our customer service team on 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) or emailing us at [help@uk.scan.com](mailto:help@uk.scan.com).
- 7.2. If you contact us less than 48 hours before your Appointment, we reserve the right acting in our sole discretion to:
- (a) reject the proposed reschedulement or change and keep the full amount of the Fees paid by you with no refund provided, or where you are an Insured Customer for whom the Fees are being settled on a direct settlement basis by your insurer, to personally invoice you a cancellation fee equal to 100% of the Fees quoted at the time of booking; **or**
  - (b) accept any reschedulement or change subject to your additional payment of a cancellation fee of such amount as we may determine in our sole discretion.

- 7.3. Provided you contact us at least 48 hours before your Appointment, we will try our best to service your request to reschedule your Appointment or otherwise change your Booking. That said, please note that we may not be able to accommodate your request:
- (a) at all or in part, such as (without limitation) where we cannot agree a convenient date with you on which to reschedule your Appointment, in which case you shall be entitled to cancel your Booking and terminate the Contract for a full refund minus a £50.00 administration fee (to cover the cost of the Scan.com Services up to the point of termination) in accordance with the refund principles in clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable); **and/or**
  - (b) on the same terms as your original Booking, such as where we are unable to service your revised Booking on or at the same Appointment date or time, with the same Scan Provider or for the same Appointment Fee or Additional Charges (if any) as under your original Booking.
- 7.4. In the event that we are unable to service your request on the same terms as your original Booking, we will provide you with details of the revised terms that would apply to the amended Booking and ask you to indicate whether you still wish to go ahead with the change. The change to your Booking will only be confirmed once:
- (a) you have confirmed to us on the telephone or by email (or a similar medium) that you wish to proceed on the basis of the revised terms; **and**
  - (b) where you are paying for your Booking on a Self-Pay basis, you have made payment to us of all additional Fees (such as any revised Appointment Fee or new Additional Charges) that would be due in respect of the revised Booking, and for these purposes, you hereby authorise us to charge at any time without need for your further authorisation any such additional Fees due to the credit and/or debit card we have on file for your Booking.
- 7.5. Please note that you will need to confirm the change to your Booking by completing the steps in clauses 7.4(a) to 7.4(b) above as soon as possible as the principles in clause 5.6 will apply if you delay confirmation until less than 48 hours before your Appointment. Additionally, please note that where you are paying for your Booking on an Insured basis using private medical insurance, you should check with your insurer that any proposed changes to your Booking will be covered by your policy prior to confirming the changes with us. It is your sole responsibility to do this, and you shall be personally liable to pay us any Fees that are not covered by your policy as a result of the change.
- 7.6. For the purposes of clarity, if you change your Booking and the total Fees due under your Booking following the change is less than that already paid by you under your original Booking, we will refund the difference in accordance with clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).
- 7.7. Please see clause 9.2 and 9.3 for the terms that will apply your Appointment is delayed or rescheduled to a date that falls either 90 or 180 days or more after the date on which you had a Pre-Consultation with a Scan.com Practitioner.
- 7.8. We will contact you if the Scan Provider tells us that they need to delay or postpone your Appointment. In these circumstances, we will try to agree with you on an alternative Appointment date with the same Scan Provider, or with an alternative Scan Provider (as the case may be). If you do not agree to any of the changes that we propose, you may cancel your Booking and treat the Contract as terminated and we will provide a full refund of all Fees paid in relation to your Booking (minus a £50.00 administration fee for the Scan.com Services provided up to the point of cancellation) in accordance with either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).
- 7.9. We may make commercially reasonable changes to the Scan.com Services from time to time. If we make a material change to the Scan.com Services supplied to you under an

ongoing Booking, we will provide you with prompt notice of such change and, where such change would be of material detriment to your Booking or your rights under these Terms, take such reasonable steps as may be agreed between you and us so as to mitigate its impact on you or, failing such agreement, cancel your Booking and provide you with a full refund of all Fees (minus a £50.00 administration fee in the event you have already undertaken the Pre-Consultation) in accordance with either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).

## 8. CANCELLING YOUR BOOKING

- 8.1. Should you wish to cancel a Booking, you **must contact** our customer service team **at least 48 hours prior to your scheduled Appointment** by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or telephoning 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays).
- 8.2. Under UK consumer law, when you make a Booking online or over the phone, you have a 14 days “cooling off” period from when you make your Booking in which you are entitled to cancel your Booking without the need to give any reason and to receive a full refund of all Fees paid in respect of services that you are yet to receive as of such cancellation date (the “Cooling Off Period”). This right is exercisable subject to clause 6.3 below.
- 8.3. If your confirmed Appointment date (as communicated to you by the Scan Provider in accordance with clause 6.2) falls within the Cooling Off Period, you hereby agree to waive the benefit of this Cooling Off Period where you would otherwise be entitled to cancel and receive a full refund of the Fees and hereby acknowledge and agree that the cancellation terms in clauses 8.4 to 8.5 below shall apply.
- 8.4. In addition to your rights under UK consumer law, you may cancel a Booking and treat the Contract as terminated by contacting our customer service team at any time. Where you cancel:
  - (a) any time up to 48 hours before your scheduled Appointment, we will provide a full refund of all Fees paid in relation to your Booking minus a £50.00 administration fee (to cover the cost of the Scan.com Services provided up to that point) in accordance with the refund procedure in either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable); **or**
  - (b) less than 48 hours before your scheduled Appointment, or where you do not attend an Appointment, we shall keep the full amount of the Fees paid by you and no money will be returned to you, provided that where you are an Insured Customer for whom the Fees are being settled on a direct settlement basis by your insurer, we shall personally invoice you a cancellation fee equal to 100% of the Fees quoted at the time of booking.
- 8.5. You may cancel your Booking and receive a full refund of all Fees (minus a £50.00 administration fee if you have already undergone the Pre-Consultation) paid by You where:
  - (a) you do not accept or agree to a change to your Booking under clause 5.5(b) or 5.9 or a change to the Scan.com Services under 7.9;
  - (b) we have told you about a material change to these Terms under clause 17.2 which you do not agree to; **or**
  - (c) we have failed to comply with these Terms in a way that has a material detrimental impact on you and we fail to cure this non-compliance within 10 Business Days of your written request (including by email to [help@uk.scan.com](mailto:help@uk.scan.com)) that we do so.
- 8.6. We may cancel your Booking and treat the Contract as terminated if your Booking is affected by any event that is reasonably outside of our or the Scan Provider’s control, such as (without limitation) in the event of a shortage of personnel, equipment, or facilities, or where we or the Scan Provider stop providing part or all our respective services. If such

cancellation is necessary, we will inform you as soon as is reasonably possible and we will provide a refund all Fees paid in relation to your Booking in accordance with the procedure described in clauses 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).

- 8.7. In addition to any other rights afforded to us under these Terms, we may cancel your Booking and treat the Contract as cancelled if:
- (a) you are paying on a Self-Pay basis, and you do not make any payment due to us under the Contract at least 48 hours prior to your scheduled Appointment or such earlier deadline as we may stipulate as part of your Booking;
  - (b) you do not at least 48 hours prior to your Appointment provide us or the Scan Provider with any information or materials that we or they (as applicable) require to supply the Scan.com Services, Imaging Services and/or Additional Charge services, such as (but not limited to) your clinical history, patient safety questionnaire responses and/or insurance details; **or**
  - (c) you commit a material breach of the Contract and do not remedy such breach to our satisfaction within 5 Business Days of our written (including by email) request for you to do so;
  - (d) clauses 9.2 or 9.3 of these Terms apply.

- 8.8. If we cancel your Booking in accordance with our rights under clause 8.7 or 8.8 above, we will provide a refund all Fees paid in relation to your Booking minus a £50.00 administration fee (to cover the cost of the Scan.com Services provided up to that point) and, in the case of clause 8.8, the sum of any otherwise reasonable costs or losses that we may incur as a result of your breach of the Contract. Any refund will be provided in accordance with the procedure described in either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).

## 9. CHANGES IN YOUR CLINICAL INFORMATION PRIOR TO THE APPOINTMENT

- 9.1. If at any time, you:
- (a) realise that any element of the clinical information or patient safety questionnaire responses that you submitted as part of your Booking is inaccurate, incomplete, misleading, untruthful or out-of-date;
  - (b) experience any notable changes or developments in any physical health or mental health symptoms you reported as part of your Booking, or experience any new such symptoms that were not reported as part of your Booking;
  - (c) are diagnosed with any medical conditions, undertake any medical procedures, are fitted with any medical devices, or are prescribed any medications that were not reported as part of your Booking; **or**
  - (d) become aware that you may require any specialist technology, equipment or assistance to access the Imaging Services, Additional Charge Services and/or the Scan Provider's facilities, such as (but not limited to) any accessibility aids or assistive technology that you would require access to and use of in order to attend or complete your Appointment;

you must inform us of this by contacting [help@uk.scan.com](mailto:help@uk.scan.com) or telephoning 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) at the earliest opportunity and, in any event, no later than 48 hours before your scheduled Appointment date so that we may determine if your Booking still meets the Scan Provider's Referral Criteria and, if so, whether any additional measures, facilities or equipment (including any Additional Charge Services) are needed to safely and effectively service your Booking.

- 9.2. If for any reason your Appointment is delayed or rescheduled to a date that falls more than

90 days after the date of your Pre-Consultation, we reserve the right in our sole discretion to require you to undergo a second Pre-Consultation prior to attending your Appointment in order to review whether your clinical information is still complete and accurate, and the following shall apply:

- (a) to the extent that the delay beyond this 90 days' period attributable to you (such as where you reschedule your Appointment beyond this 90 days' period despite being offered 3 or more Appointment falling within this period, or where you fail to provide us in a timely manner with any information needed to service your Appointment), you will be charged an additional £50.00 consultation fee for this second Pre-Consultation;
- (b) equivalent terms to those in clause 5 of these Terms shall govern the second Pre-Consultation, including such as where we determine that it is necessary for you to undertake an Alternative Procedure and/or Additional Charge Services; **and**
- (c) to the extent that you either refuse to or do not attend a second Pre-Consultation without notice on two separate occasions, we shall keep the full amount of the Fees paid by you and no money will be returned to you, provided that where you are an Insured Customer for whom the Fees are being settled on a direct settlement basis by your insurer, we shall personally invoice you a cancellation fee equal to 100% of the Fees quoted at the time of booking.

9.3. If for any reason your Appointment is delayed or rescheduled to a date that falls more than 180 days after the date of your Pre-Consultation, we reserve the right in our sole discretion to cancel your Booking and, the following terms shall apply:

- (a) to the extent that the delay beyond this 180 days' period is attributable to you (see clause 9.2(a) for illustrative examples), we shall keep the full amount of the Fees paid by you and no money will be returned to you, provided that where you are an Insured Customer for whom the Fees are being settled on a direct settlement basis by your insurer, we shall personally invoice you a cancellation fee equal to 100% of the Fees quoted at the time of Booking;
- (b) to the extent the delay is attributable to Scan.com, the Scan Provider or any other person or event, we shall provide you with a full refund of the Fees minus a £50.00 administration fee (£100.00 in the event clause 9.2(a) previously applied) to cover the cost of the Scan.com Services provided up to that point) in accordance with the refund procedure in either clause 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable)

9.4. Please note that in the event that it is necessary to amend, rearrange or cancel your Booking as a result of any changes in your clinical information, the principles in clauses 5, 7 and 8 of these Terms shall apply.

## 10. YOUR APPOINTMENT

- 10.1. Approximately one (1) week before your scheduled Appointment, the Scan Provider will contact you by telephone or email to discuss your upcoming Appointment and to provide you with instructions as to any dietary or lifestyle adjustments that you need to follow prior to your Appointment, any documentation or ID that you need to bring with you on the day, and any restrictions you will need to adhere to following the Appointment (such as any restrictions on driving).
- 10.2. If your Appointment is in three (3) Business Days or less, and you still have not heard from the Scan Provider for the purposes of clause 8 of these Terms, please contact [help@uk.scan.com](mailto:help@uk.scan.com) or telephone 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) at the earliest opportunity.

- 10.3. As a reminder, your Appointment is personal to you and is non-transferable. Where you cannot attend your scheduled Appointment, please notify us of this immediately by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or by telephoning 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays). The principles in clauses 7 and 8 of these Terms shall apply where you are no longer able to attend your Appointment.
- 10.4. Where possible, we ask that you arrive at least 10-15 minutes (or at such earlier time specified by the Scan Provider) before your scheduled Appointment start time to allow sufficient time to complete the Scan Provider's applicable registration process.
- 10.5. Please note that if you do not attend your Appointment without providing us 48 hours' prior notice or are more than 10 minutes late to your Appointment, you will be deemed to have cancelled your Appointment without notice and the principles in clause 8.4(b) will apply.
- 10.6. Please bring to your Appointment:
- (a) photo ID (such as a driving licence or passport);
  - (b) your NHS number (if known);
  - (c) a list of your current medications and dosages, including both prescription and over-the-counter medicines;
  - (d) physical and/or electronic copies of any scan images and radiologist reports produced in connection with any previous Imaging Procedures that you have undertaken (to the extent available or not already shared with the Scan Provider);
  - (e) any specialist technology, equipment and/or assistance that you may need to access the Scan Provider's facilities and/or undergo routine medical treatment and that you may reasonably be expected to provide (such as any mobility aids or devices); **and**
  - (f) your private insurance details (if applicable).
- 10.7. During your Appointment, the Scan Provider will review with you the clinical information and patient safety questionnaire responses you submitted as part of your Booking, as well as ask you to confirm your consent to undergo the Imaging Services. Please note that if this process gives reasonable cause to believe that:
- (a) part or all of your clinical information or patient safety questionnaire responses is materially inaccurate, incomplete, contradicting, misleading, untruthful or out-of-date;
  - (b) you have not complied with your obligation under clause 9.1 to provide us (on behalf of the Scan Provider) with advance notice of any of the matters described in sub-clauses 9.1(a)- 9.1(d)
  - (c) you are not in an appropriate physical or mental condition to undergo the Imaging Services; **or**
  - (d) you have not brought to your Appointment one or more of the items required under clause 10.6(a) to 10.6(f).

with the result that you no longer meet the Scan Provider's Referral Criteria for the Imaging Services or the Scan Provider is no longer able to service your Booking in accordance with the Scan Provider T&Cs and/or at the scheduled Appointment date & time, your Booking shall be automatically and immediately cancelled without either of the Scan Provider or Scan.com incurring any further liability to you. Where your Appointment is cancelled in these circumstances, you will be charged in full for the Fees and no refund or otherwise compensation will be provided.

## 11. ADDITIONAL CHARGE SERVICES

- 11.1. At any time prior to or during an Appointment, we or the Scan Provider may determine that it is advisable or necessary for you to receive one or more Additional Charge Services in

connection with your Booking. Additional Charge Services include (without limitation):

- (a) any required oral, intra-luminal, intravenous, or intra-articular contrast injection administered to you for the purposes of the Imaging Procedure and the cost of the administration of this injection;
  - (b) any pre- or -intra-procedural medication (such as any sedation or anaesthetic) administered to you in connection with the Imaging Procedure and the cost of the administration of this medication;
  - (c) any additional tests that are advisable and/or required to determine whether you can undertake the Imaging Procedure safely and effectively, for example any creatine blood testing needed to screen your kidney function to see whether it is safe for you to receive a contrast injection, or any echocardiogram or HgbA1C blood test that may need to be performed in certain circumstances where you are diabetic, obese or have a cardiac condition;
  - (d) any specialist equipment, consumables, facilities, processes, or staff that are advisable or necessary for you to undertake the Imaging Procedure safely and effectively and which are not provided on a standard basis by the Scan Provider, for example any specialist equipment where your weight or girth exceeds standard industry weight or aperture limits for imaging equipment; **and/or**
  - (e) any partial or complete coverage of an additional body part that is advisable or needed during the Imaging Procedure to ensure complete coverage of the clinically required body area.
- 11.2. To the extent that any such Additional Charge Services have not already been agreed with you and incorporated as part of your Booking as part of the Pre-Consultation process detailed in clause 5.4 above, we or Scan Provider (as applicable) shall inform you of the nature of the Additional Charge Services concerned, the risks and benefits associated with them and the Additional Charges applicable in relation to each of them.
- 11.3. you shall have the option to either:
- (a) amend your Booking to include the relevant Additional Charge Services subject to your payment in full to us of the corresponding Additional Charges in accordance with clause 11.4 below; **or**
  - (b) reject the inclusion of the relevant Additional Charge Services as part of your Booking and, provided it remains safe and appropriate (as determined in accordance with the Scan Provider's Referral Criteria) for you to undergo your Imaging Procedure without the Additional Charge Services, proceed with your original Booking, failing which clause 11.7 below shall apply.
- 11.4. All Additional Charges due in relation to your Booking **must be paid directly to us**, not to the Scan Provider. We collect payment of the Additional Charges on behalf of the Scan Provider. This means that where you agree either prior to or during the course of your Appointment to receive any Additional Charge Services, you must contact us immediately by telephoning 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) to arrange and make full payment to us of the relevant Additional Charges. If needed, the Scan Provider will provide you with access on the day to a telephone on which you can contact us for the purpose of making payment of the Additional Charges.
- 11.5. Without limiting your obligations under clause 11.4 above, where you are paying for your Booking on a Self-Pay basis, you hereby authorise us to charge any and all such Additional Charges incurred in connection with your Booking at any time to the credit and/or debit card we have on file for your Booking.
- 11.6. Please note that we reserve the right to require that all Additional Charges are paid to us in

full before you commence the Imaging Procedure or receive any otherwise Imaging Services.

- 11.7. Where pursuant to clause 11.3(b) above you refuse to include one or more Additional Charge Services as part of your Booking whose performance is necessary (as determined by us) in order for you to meet the Scan Provider's Referral Criteria, your Booking shall be automatically and immediately terminated and we shall refund all Fees already paid minus a £50.00 administration fee (to cover the cost of the Scan.com Services up to that point and the risk that we may not be able to recover any costs from the Scan Provider) in accordance with the refund principles in clauses 15.7 (Self-Pay Customers) or 16.9 (Insured Customers) below (as applicable).
- 11.8. For the purposes of clarity, you shall not be entitled to terminate your Booking where you refuse to include the Additional Charge Services as part of your Booking pursuant to clause 11.3(b) above but we deem in our sole discretion that it remains safe and appropriate (as determined in accordance with the Scan Provider's Referral Criteria) for you to undergo the Imaging Services despite their absence. In the event you cancel your Booking or do not attend your Appointment in these circumstances, the cancellation principles in clause 8.4(b) of these Terms will apply.

## 12. YOUR RESULTS

- 12.1. A digital copy of your Radiology Report and Images will be made available to you on our online Remote Viewing Service within approximately 10 Business Days of your Appointment, although this timeline may be extended during periods of high demand, where your Imaging Procedure requires complex subspecialist reporting or for any other reasons that are outside of our or the Scan Provider's reasonable control.
- 12.2. If you have not received your Results within 15 Business Days of your Appointment, please contact our customer service team by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or telephoning 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays) so that we may investigate the cause of the delay with the Scan Provider on your behalf.
- 12.3. Please note that the preparation and supply of your Results is the responsibility of the Scan Provider, and we are not under any circumstances responsible for any delay to your Results being made available to you to the extent such delay is attributable to the Scan Provider (including where any such delay is attributable to the Reporting Clinician or an otherwise person engaged by the Scan Provider) or any of the circumstances described in clause 12.1 above.
- 12.4. Your access to and use of the Remote Viewing Service is governed by the Remote Viewing Service T&Cs, a copy of which is available as of the date of these Terms at [uk.scan.com/docs/remote-image-and-report-viewing-service-terms.pdf](http://uk.scan.com/docs/remote-image-and-report-viewing-service-terms.pdf).
- 12.5. You may request a copy of the original electronic files containing your Images by sending a written request by email to [help@uk.scan.com](mailto:help@uk.scan.com).

## 13. RESULTS POST-CONSULTATION

- 13.1. Where your Radiology Report includes any one or more of the following:
  - (a) any Clinically Significant Findings;
  - (b) any Borderline Findings; **or**
  - (c) any recommendation or requirement for you or your Results to undergo any further procedure, testing, review or otherwise examination;

then a Scan.com Healthcare Professional shall contact you within the applicable timelines identified in clause 13.2 below to discuss the Results with you, their implications and any next steps that have been recommended by the Reporting Clinician (the

**“Post-Consultation”**).

- 13.2. Where clause 13.1 applies, the Scan.com Healthcare Professional shall contact you for purposes of undertaking the Post-Consultation in accordance with the following timelines:
- (a) within a matter of hours (i.e. including on weekends and public holidays) of your Radiology Report being made available where it includes Clinically Significant Findings that are defined as Critical or Urgent (requiring immediate emergency treatment within 24 hours);
  - (b) within 1 Business Day of your Radiology Report being made available where it includes Clinically Significant Findings that are defined as Significant and Unexpected (not immediately life-threatening but requiring follow-up);
  - (c) within 3 Business Days of your Radiology Report being made available where it includes Borderline Findings or any recommendation or requirement for you or your Results to undergo any further procedure, testing, review or otherwise examination.

**14. RESULTS: YOUR REMEDIES**

- 14.1. Please note that radiology often requires the Reporting Clinician to form a considered subjective opinion based on the interpretation of Images that do not always present clear-cut findings or definitively suggest one particular diagnosis over another. You understand and agree that there are often reasonable justifiable differences of opinion between experienced radiologists as to certain findings and diagnoses, each of which can be justified according to a body of responsible medical opinion.
- 14.2. In accordance with the principles expressed in clause 14.1, unless there is objective cause to believe on the basis of verifiable documentary evidence that your Results are subject to a Radiological Error, neither we nor the Scan Provider shall be under any obligation to repeat performance of any part of the Imaging Services, provide or procure any professional confirmatory review or second opinion in respect of your Results or supply you with any otherwise refund, remedy, substituted performance or compensation.
- 14.3. Where you provide us with verifiable documentary evidence that gives objective cause to believe that your Results are subject to a Radiological Error, we shall at no additional cost to you procure that the Scan Provider promptly engages a second Reporting Clinician to independently review your Images (and any associated clinical data) to provide you with a second, independently drafted Radiology Report.
- 14.4. In all other circumstances, we are under no obligation to accept any request that you may make for your Results to be further audited, reviewed or re-examined (or an similar investigation). Any further reviews or audits of your Results that we agree (acting on behalf of the Scan Provider) in our sole discretion to service shall be subject to such additional charges and terms and conditions as determined by us and agreed with you verbally or in writing.

**15. SELF-PAY PATIENTS**

- 15.1. This section shall apply if you are paying for your own Booking. If you are paying for your Booking using third-party private medical insurance, please see clause 16 below instead.
- 15.2. You must submit payment of the Appointment Fee at the same time as submitting you Booking on [uk.scan.com](http://uk.scan.com). We accept MasterCard, Visa and American Express credit and debit card payment, or you may choose to pay using PayPal, Klarna or any other third-party payment provider whose payment processing services we offer on [uk.scan.com](http://uk.scan.com) from time to time.
- 15.3. The Appointment Fee includes the Scan.com Services and the Imaging Services. As detailed in clause 11, the Appointment Fee does not include the Additional Charge Services. Where you receive any Additional Charge Services in connection with your Booking, you will be required to pay the corresponding Additional Charges to Scan.com in accordance with

clause 11.4.

15.4. Except in the case of manifest error:

(a) the Appointment Fee due in relation to your Booking will be such monetary amounts as displayed to you on [uk.scan.com](http://uk.scan.com) or over the phone at the time of Booking or, where you amend your Booking, as communicated to you in accordance with clauses 5.5 or 7.4; **and**

(b) the Additional Charges due in relation to your Booking will be such monetary as communicated to you in accordance with clauses 5.5, 7.4 and/or 11.2.

15.5. If there has been an obvious error in the pricing of the Appointment Fee and/or Additional Charges due in respect of your Booking, we will offer you the opportunity to maintain your Booking at the correct price or to cancel it for a full refund (minus a £50,000 administration fee in the event you have already undertaken the Pre-Consultation) without incurring any penalty. We have no obligation to fulfil any Booking at an incorrect lower price even (without limitation) after you have been sent a Confirmation Email, if the error should have been reasonably apparent to you.

15.6. If you do not make payment to us of the Fees (or any part of them) by the relevant due date, we reserve the right to charge interest on the outstanding amount at the rate of 8% per year above the base lending rate of Barclays Bank PLC from time to time (or 8% per year where the base rate is negative) accruing on a daily basis from the due date until the date of actual payment, whether before or after judgement. You must pay us the interest together with any overdue amount.

15.7. Any refund that we provide under these Terms will only be paid to the cardholder or person who made the original payment and will be made through the same means as payment was made within 30 days of the event giving rise to the refund.

## 16. INSURED PATIENTS

16.1. This clause 16 applies if the Fees for your Booking are being paid for using private medical insurance. If you are paying the Fees for your own Booking, please see clause 13 above instead.

16.2. If you are paying with private medical insurance, it is essential that you contact your insurer to confirm that any Imaging Services and/or Additional Charge Services that you wish to undertake are covered by your insurance policy with them, and the amount that they will pay (including any excess payable by you) in respect of each such Imaging Service and/or Additional Charge Service. You must do this prior to making a Booking on [uk.scan.com](http://uk.scan.com) and, thereafter, prior to rescheduling or amending any existing Booking.

16.3. Scan.com is recognised by leading insurers. We can arrange direct settlement of the Fees due for your Booking with most insurance companies if you have given us and your insurer all the information that we and they need to do so. This may include without limitation details of your insurer, your membership or policy number, (if applicable) your insurer's pre-authorisation code and the excess payable by you under the policy.

16.4. That said, we cannot guarantee that we have a direct settlement agreement with your insurer, particularly if they are based overseas or do not have UK operations. If we do not have a direct settlement agreement with your insurer, then as a condition of accepting your Booking or at any time prior to or following your Appointment, we may require you to:

(a) obtain and provide us with a letter of guarantee from your insurer which details the costs that they undertake to pay; **and/or**

(b) personally make payment to us of part or all (as determined by us at our sole discretion) of the Fees at the time of Booking;

where pursuant to clause 16.4(b) we take payment of part or all of the Fees from you at the

time of the Booking, we will provide you with a receipt so that you can submit a reimbursement claim to your insurer. We are under no obligation to refund any such Fees paid by you in the event that part or all of your reimbursement claim is rejected by your insurer.

- 16.5. Where your insurer directly settles the Fees with us, the Fees may be adjusted to account for the fee rates agreed between us and your insurer as part any direct settlement agreement we have agreed with them. If no fee rates have been agreed between us and your insurer, your insurer will pay the Fees at the rates agreed with you as part of your Booking.
- 16.6. Where any one of the following applies:
- (a) any of the information that you have given us or your insurer for the purposes of clause 16.3 is incomplete or inaccurate;
  - (b) we are unable to directly settle the Fees (or any part of them) with your insurer for any reason;
  - (c) your insurer fails to settle our invoices (or any part of them) within 30 calendar days (or such other invoicing period agreed between us and your insurer) of the invoice date; **or**
  - (d) you cancel or seek to reschedule, change or cancel an Appointment with less than 48 hours' notice under clause 7.2 or 8.4;
  - (e) we terminate the Contract pursuant to clause 8.7 of these Terms;

you will personally be required to pay the outstanding balance of the Fees and any administration fees or otherwise cancellation costs due to us and we will either invoice you directly for such amounts or debit the relevant amounts from any credit or debit card whose details we have on record for you. Where we invoice you for the Fees (or any part of them), you agree to pay us the amount invoiced without deduction, set-off, withholding or counterclaim within seven (7) days of the invoice date. You will not benefit from any discounted fee rates agreed between us and your insurer in respect of any such outstanding Fees that you are required to pay under this clause 16.6.

- 16.7. Where we require you to personally pay the Fees and you fail to make payment of them (or any part of them) by the relevant due date, we reserve the right to charge interest on the outstanding amount at the rate of 8% per year above the base lending rate of Barclays Bank PLC from time to time (or 8% per year where the base rate is negative) accruing on a daily basis from the due date until the date of actual payment, whether before or after judgement. You must pay us the interest together with any overdue amount.
- 16.8. Please note that some insurers use treatment guidelines that may not match the professional medical opinions of those Healthcare Professionals who service your Booking at the Scan Provider. In some cases, this may mean that your insurer may not pay for certain parts of the Professional Healthcare Services that you receive as part of your Booking. In particular, you should note that treatment for complications may in some cases not be covered by insurance and you agree to cover the Fees incurred in relation to any such Professional Healthcare Services according to the payment terms in clauses 16.6 to 16.7 above.
- 16.9. Any refund that we provide under these Terms will be deducted from the balance of the Fees that we shall request direct settlement of from your insurer, or where such balance is negative, shall be refunded to your insurer within 30 days of the event giving rise to the refund (or according to such other recoupment terms agreed between us and your insurer as part of any direct settlement agreement). Notwithstanding the foregoing, you shall be personally liable to pay us the amount of any administration fees that we deduct from amounts refunded to your insurer.

## 17. OUR RIGHT TO MAKE CHANGES TO THESE TERMS

- 17.1. We may make changes these Terms from time to time for the following reasons:

- (a) the changes are minor or do not adversely affect the services provided to you in connection with your Booking;
- (b) to reflect changes in applicable laws and regulations;
- (c) to reflect changes in our business operations or customer service workflows;
- (d) to enable compliance with updates to clinical best practice.

we will notify you any such changes in writing as soon as we reasonably can. If we believe that any changes of the kind set out in sub-clauses 17.1(a) to (d) above may have an adverse impact on you, we will seek to notify you at the earliest opportunity possible.

- 17.2. Sometimes we may have to make other changes to these Terms which may have an adverse impact on you. In those circumstances, we will notify you in advance and discuss the changes with you. If you wish to terminate the Contract as a result of these changes, and we are unable to agree an alternative with you, you may terminate the Contract in accordance with clause 8.5(b).

## **18. OUR RIGHTS TO END THE CONTRACT**

- 18.1. We may treat the Contract as cancelled (without limitation) in accordance with our rights under clauses 5.10, 5.11, 7.8, 8.6, 8.7 and 18.2 of these Terms.
- 18.2. We may additionally treat the Contract as cancelled in part or in full if we withdraw the Scan.com Services from the services that we market to the public, or where the Scan Provider named in your Booking withdraws one or more of the Imaging Services and/or Additional Charge Services from its service offering. We will let you know as soon as possible in advance where either we or a Scan Provider are set to withdraw any or all of these services, and we will provide a refund of any Fees paid in advance for any Scan.com Services and/or Imaging Services that cannot be provided.

## **19. YOUR RIGHTS TO END THE CONTRACT**

- 19.1. You may contact us at any time to cancel your Booking and end the Contract, but in some circumstances we may charge you certain sums for doing so- please see the cancellation terms in clause 8 (Cancelling your Booking) of these Terms for more details.

## **20. OUR LIABILITY**

- 20.1. We are responsible for any foreseeable loss or damage that you suffer that is a direct result of our failure to comply with the Contract and/or our failure to use the standard of care and skill required of us by applicable law in providing the Scan.com Services. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or, if at the time the Contract was made, both we and you knew it might happen, for example, if you discloses it to us as part of your Booking.
- 20.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or fraud or fraudulent misrepresentation.
- 20.3. Subject to clause 20.4 below, our total liability to you whether under the Contract or otherwise shall not exceed the Fees paid to us under your Booking.
- 20.4. We are not responsible or in any way liable for:
- (a) the acts or omissions of any Scan Provider or any Scan.com Healthcare Professional or any acts or omissions of any employees, contractors, agents or subcontractors of such Scan Provider or Scan.com Healthcare Professional;
  - (b) any loss or damage that you or any other person may suffer arising from the quality of diagnoses, treatment or care provided to you as part of any Professional Healthcare Services administered in connection with your Booking;

- (c) any loss or damage that you or any other person suffer as a result of not following the instructions for any of our Scan.com Services or using any of our Scan.com Services for anything other than their intended use;
  - (d) your business or consequential or indirect losses. We only supply the Scan.com Services under these Terms to private individuals. We have no liability to you for any loss of profit, loss of goodwill, loss of business, business interruption, loss of business opportunity, or for any consequential or special damages of any kind; **or**
  - (e) any loss or damage to you that arises as a result of your own breach of these Terms (or any of the terms and conditions incorporated by reference within these Terms);
- 20.5. Scan Providers' contractual liability to you in respect of the matters described in clauses 20.4(a) to 20.4(e) is governed by the Imaging Services Agreement by and between you and them.
- 20.6. Scan.com Healthcare Professionals are independent third parties that provide the Pre-Consultation to you. Your relationship with them is governed by the separate legal contractors and/or terms and conditions between each of them and you.
- 20.7. Any claim that you may have in respect of the matters described in clauses 20.4(a) to 20.4(e) will be against the Scan Provider, Healthcare Professional, Scan.com Healthcare Professional and/or otherwise person who diagnosed, treated or cared for you.

## 21. COMPLAINTS AND FEEDBACK

- 21.1. If you have any questions or complaints about the Scan.com Services, please contact us as soon as possible in one of the following ways:
- (a) in writing, addressed to Head of Operations,, National MRI Scan Ltd, 8th Floor, 180 Strand, 2 Arundel Street, London, United Kingdom, WC2R 3DA;
  - (b) by email, addressed to [help@uk.scan.com](mailto:help@uk.scan.com)
  - (c) by contacting Scan.com by telephone on 01277 674 889 (lines open Mon-Fri 9am-5pm exc. UK bank holidays).
- 21.2. Nothing in these Terms will affect your statutory legal rights, whether under the Consumer Rights Act 2015 or otherwise. For detailed information, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## 22. OTHER IMPORTANT TERMS

- 22.1. Scan.com may transfer, delate our assign its obligations and rights under the Contract to any third party upon providing written notice to you.
- 22.2. you may not transfer, delegate or otherwise assign your obligations and rights under the Contract to any third party without our prior express written approval in writing.
- 22.3. The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 22.4. If you breach the Contract, in no circumstances shall any failure or delay on our behalf to exercise our rights and remedies constitute a waiver of any such right or remedy or our acceptance of your breach, and a waiver by Scan.com of a breach of the Contract shall not constitute a waiver of any subsequent breaches of the Contract.
- 22.5. Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them as they form part of the Contract is unlawful, it will not affect the remaining clauses, which will remain in full force and effect as part of the Contract.
- 22.6. If any dispute arises in connection with the Contract, we and you agree to enter into mediation in good faith to settle such dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise

agreed between we and you within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of mediation shall not prevent you or us from commencing or continuing court proceedings in relation to any such dispute.

- 22.7. These Terms and the documents referred to in them constitute the sole and exclusive basis of the Contract. The Contract is the whole agreement between you and us and supersedes all previous arrangements, discussions, representations or agreements between you and us relating to the same subject matter. Without prejudice to your legal rights (including under the Consumer Rights Act 2015), you and we each hereby acknowledge that we have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract.
- 22.8. The Contract and any other undertakings or dealings between Scan.com and you shall be governed by, and construed in accordance with, the law of England and Wales.
- 22.9. Any dispute, controversy, proceedings or claim under the Contract shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.