

## Scan.com Terms and Conditions

Last updated: 20 March 2022

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 The Department Store Studios, 19 Bellefields Road, London, England SW9 9UH ("**Scan.com**," "**We**," "**Our**").

These Terms and Conditions contain the contractual terms of service that apply between Scan.com and the individual or legal entity upon whose behalf you are authorised to contract ("**you**" or "**your**") when you make an Order on [uk.scan.com](http://uk.scan.com) to undergo a CT, Full-Body, MRI, Ultrasound or X-Ray diagnostic imaging scan appointment at one of our network of third-party diagnostic imaging scan centres.

If you still have questions or comments after you have read these Terms and Conditions, please get in touch. You can contact us by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or by calling +44 (0) 1277 674 889.

### 1. Definitions and Interpretation

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

<b>"Appointment Fee"</b>	the price payable in respect of the Order, as such price is inclusive of: (1) the cost of our Services; (2) the provision of a pre-procedure consultation with a healthcare professional at the diagnostic scan centre listed as part of an Order; (3) the performance of the contracted diagnostic imaging scan procedure (please see clause 6 below in respect of any exceptional additional charges that may be payable in certain circumstances) and (4) the provision of the diagnostic scan images and consultant radiologist report in relation to the contracted diagnostic imaging scan procedure.
<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.
<b>"Contract"</b>	the contract for the provision of Services, as explained in Clause 2.
<b>"Centre Terms and Conditions"</b>	the contractual terms and conditions according to which a relevant third-party diagnostic scan centre supplies any treatments, procedures, consultations or otherwise products or services in connection with an Order, these terms and conditions being (the diagnostic centre's standard form terms and conditions as communicated by it from time to time. The Centre Terms and Conditions govern (without limitation) any treatments and medical advice, products and services administered during the course of or in connection with an appointment, and are made by and between the relevant centre and you. Scan.com is not a party to the Centre Terms and Conditions

<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 2018 (“ <b>DPA</b> ”) (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 Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.
<b>“Month”</b>	means a calendar month.
<b>“Order”</b>	means your order for a diagnostic imaging scan appointment as described in clause 3.
<b>“Order Confirmation”</b>	means our acceptance and confirmation of your Order as described in clause 3.5.
<b>“Personal Data”</b>	has the meaning given in Article 4(1) UK GDPR.
<b>“Privacy Policy”</b>	means Scan.com’s privacy policy as made available on <a href="https://uk.scan.com/privacy-policy">uk.scan.com</a> from time to time, including as of the Effective Date at <a href="https://uk.scan.com/privacy-policy">https://uk.scan.com/privacy-policy</a> .
<b>“Scan.com Practitioner”</b>	means those healthcare professionals (such as radiologists or general practitioners) engaged by Scan.com to screen and review Orders made by you on <a href="https://uk.scan.com">uk.scan.com</a> .
<b>“Services”</b>	means the services which are to be provided by Scan.com to you in its capacity as an online booking, marketing and payment collection agent on behalf of those third-party diagnostic imaging scan centres marketed on Scan.com. The Services include (without limitation) our medical protocol and subsequent referral to your chosen diagnostic imaging centre. Any medical advice, treatment or services tendered during the course of or pursuant to a diagnostic scan appointment booked on Scan.com are supplied solely by and between the relevant diagnostic imaging scan centre and you according to the Centre Terms and Conditions.
<b>“Special Category Data”</b>	has the meanings given in Articles 4(13), 4(14), 4(15) and 9 of UK GDPR.
<b>“Special Price”</b>	means a special offer price payable for Services which we may offer from time to time.
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>“We/Us/Our”</b>	means National MRI Scan Limited trading as Scan.com.

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

- 1.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.3. 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.

## 2. The Basis of the Contract

- 2.1. These Terms and Conditions form the basis of the Contract that is created by and between Scan.com and you where we accept your Order for our Services. Unless otherwise expressly agreed in writing between the parties, these Terms and Conditions 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 Conditions and the Contract that arises from them are made only in the English language.
- 2.2. These Terms and Conditions apply between Scan.com and you, and any Contract formed upon their basis is exclusively by and between Scan.com and you as the parties. These Terms and Conditions apply solely to the supply by Scan.com by way of uk.scan.com of its Order, payment collection and diagnostic scan imaging results reporting services for diagnostic imaging scan appointments serviced by those third-party diagnostic scan clinics marketed on uk.scan.com.
- 2.3. Please note that our role under these Terms and Conditions is exclusively that of an online booking, marketing and payment collection agent for third-party diagnostic imaging scan centres. Any medical advice or treatment tendered during the course of or pursuant to an appointment booked on uk.scan.com is supplied solely by and between the selected third-party diagnostic imaging clinic and you, according to a contract based upon those terms and conditions communicated or made available to you by the diagnostic imaging clinic, and to which Scan.com is not party (“**Centre Terms and Conditions**”).
- 2.4. 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 in the Contract.

## 3. Placing an Order and acceptance

- 3.1. Please follow the onscreen prompts and provide any requested information on the online order form made available on [uk.scan.com](http://uk.scan.com) to place your Order. Please note that as part of your Order, you must:
  - (a) provide particulars of the person that you wish to book the diagnostic scan appointment for, including without limitation and for illustrative purposes their name, email address, mobile phone number, date of birth and GP details;
  - (b) select the type (i.e. CT, Full Body, MRI, X-Ray or Ultrasound) and modality (i.e. body part) that the diagnostic scan appointment concerns;
  - (c) select the third-party diagnostic imaging scan centre that you wish the appointment to be serviced at;
  - (d) if promoted, select the date and time of the appointment (please note this is only for those diagnostic scan centres that offer you the opportunity to pre-select the exact appointment date/time on uk.scan.com at the time of booking);
  - (e) provide all relevant clinical information (including accurate, complete and updated

details of medical priors) in relation to the person in whose name the appointment is being booked; **and**

- (f) complete and submit a safety questionnaire on behalf of the person in whose name the appointment is being booked.
- 3.2.** Your Order shall only be finally submitted where, after being offered the opportunity to review these Terms and Conditions in full, you agree to contract on their basis by proceeding with your Order.
- 3.3.** Where you place an Order for our Services, this constitutes an offer by you to contract with Scan.com upon the sole basis of these Terms and Conditions. The Order shall only be deemed accepted when we supply you, by way of a confirmation email sent to your nominated email address, with our written acceptance of your Order.
- 3.4.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the Order before carefully submitting it. You are responsible for ensuring that your Order and any details submitted by you are complete and accurate.
- 3.5.** After you place your Order, you may receive an email from us acknowledging that we have received it, but please note that this does not mean that we have accepted your Order. Our acceptance of your Order will take place as described in clause 3.8.
- 3.6.** Upon receiving your Order, we will consult with the relevant diagnostic imaging scan centre to confirm whether they are able to service the requested appointment.
- 3.7.** If after receiving your Order, the diagnostic imaging scan centre informs us that they are unable to service the requested appointment, or we determine that we are unable to supply the requested Services, we shall inform you of this by email and will not process your Order.
- 3.8.** Where the diagnostic imaging scan centre confirms to us that they are able to service your requested appointment, and we determine that we are able to provide the requested Services, Scan.com will send you an email confirming our acceptance of your Order (the “**Order Confirmation**”), at which point and on which date the Contract between Scan.com and you shall come into existence upon the sole basis of these Terms and Conditions, unless agreed otherwise by the parties in writing. The Contract will relate to only those Services listed in the Order Confirmation. Please note that the Contract does not relate whatsoever to the supply of the appointment, or any medical services, advice or treatment tendered during the course of an appointment, which are in each case the subject of a separate contract between you and the relevant diagnostic imaging scan appointment as described in clause 3.9.
- 3.9.** Please note that when you receive an Order Confirmation email this means that, unless otherwise expressly agreed in writing by the parties, a formal contract based

on the diagnostic imaging scan centre's standard form terms and conditions (the "**Centre Terms and Conditions**") has come into existence by and between the diagnostic imaging scan centre and you for the provision of the appointment (and all services contemplated therein) to the person in whose name you have booked the appointment. This contract is by and between you and the relevant diagnostic imaging scan centre alone, and to the extent that Scan.com's role is limited to acting as an intermediary booking, marketing and payment collection agent of said scan centre, Scan.com shall not be a party to this contract.

- 3.10.** In accordance with clause 3.9, please note that it is your responsibility to procure and review, and to ensure any person in whose name an appointment is booked procures and reviews, a copy of the Centre Terms and Conditions prior to any appointment that is part of an Order (including prior to the performance or receipt of any medical advice, treatment or otherwise services tendered in connection with an appointment). All contractual rights and remedies that you (or any person in whose name an appointment is booked) might have in relation to medical advice, treatment or otherwise services provided in connection with the appointment (including all acts, omissions, torts, actionable events and circumstances thereby) are the sole preserve the Centre Terms and Conditions, and neither Scan.com nor its officers, employees, contractors, professional advisers or agents shall be liable in any circumstance for any such medical advice, treatment or otherwise services.
- 3.11. We shall ensure that the following information is given or made available to you upon or prior to the formation of the Contract, save for where such information is already apparent from the context of the transaction:
- (a) The main characteristics of the Services;
  - (b) Our identity and contact details (as set out at the head of these Terms and Conditions);
  - (c) The total Appointment Fee for the Services including taxes or, if the nature of the Services is such that the Appointment Fee cannot be calculated in advance, the manner in which it will be calculated;
  - (d) The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
  - (e) Our complaints handling policy;
  - (f) Details of any third parties with whom we need to share your Personal Data and/or Special Category Data in order to provide the Services, as well as a link to a fair processing information notice detailing the lawful bases upon which we would rely when sharing any such data;
  - (g) Where applicable, details of after-sales services and commercial guarantees; **and**
  - (h) The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.
- 3.12. Please note that the Contract is between you and Scan.com. 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 and Conditions. In the event that you are contracting upon behalf of a legal entity, please note that this Contract is between you and that legal entity alone, and no group company or otherwise affiliate of such entity shall be entitled to receive the benefits of, or enforce their right under, the

Contract.

#### 4. appointment: Confirmation of date/time and results

- 4.1. Following the issue of the Order Confirmation, Scan.com will use best efforts to ensure that one of our consultant clinicians (a “**Scan.com Practitioner**”) reviews your Order, so as to assess whether the type and modality of scan that you have selected reasonably corresponds to your clinical profile and medical priors, and is suitable for the body part to be examined (as determined solely in accordance with any patient information and screening questionnaire responses that you submit as part of your Order).
- 4.2. In conducting the review mentioned in clause 4.1, the Scan.com Practitioner shall contact the person in whose name the appointment is booked so as to review the clinical information submitted in their name, and discuss any further needs or medical priors they may choose to bring to the Scan.com Practitioner’s attention (the “**Pre-Consult**”).
- 4.3. Scan.com shall use reasonable endeavours to procure that a Scan.com Practitioner shall contact the person in whose name the appointment is booked for the purpose of undertaking the Pre-Consult within 48 hours of issuance of the Order Confirmation. If you or the person in whose name the appointment is booked have not heard from a Scan.com Practitioner within this timeframe, please email [help@uk.scan.com](mailto:help@uk.scan.com) with the subject-line “Outstanding Pre-Consult” or telephone 01277 674 889.
- 4.4. If during the course of the Pre-Consult, it becomes apparent that any or all of the clinical information or safety questionnaire responses provided by you on behalf of the person in whose name the appointment is booked is materially inaccurate, incomplete or out-of-date, with the result that the modality or type of scan selected as part of an appointment in an Order cannot be performed on the relevant party in accordance with a responsible body of medical opinion and/or in accordance with the nominated diagnostic scan centre’s ordinary course of practise, then Scan.com may terminate the Order and the Contract with immediate effect, and refund any fees that you have paid (subject to the retention by Scan.com of a £50.00 administration fee).
- 4.5. Following the Pre-Consult, the Scan.com Practitioner shall refer your Order onward to the relevant diagnostic scanning centre, so that they may provide final confirmation of the date, time and location of the appointment. The diagnostic scan centre will contact the person named in the Order directly within 5 to 7 Business Days of your receipt of the Order Confirmation so as to confirm the date, time and location of the appointment. Where you were offered the option to pre-select the date, time and location of the appointment at the time of booking, this will be the date, time and location confirmed to you. Please contact [help@uk.scan.com](mailto:help@uk.scan.com) or telephone 01277 674 889 if you have not heard from the diagnostic scan centre within this timeframe.
- 4.6. Following the appointment, a radiologist’s report will be emailed to the you (the Client) in PDF format within around 10 Business Days, unless otherwise specified in the Centre Terms and Conditions. Digital copies of any diagnostic scan images shall

be made exclusively available to you for onward care. Instructions as to how to access the digital scan images shall be attached in the same email as the radiologist's report. Depending on the Centre Terms and Conditions, you may be asked to access a third-party service (such as the Spectra Image Exchange Portal) or provide additional consents and/or documentation (such as image request forms) in order to access the digital scan images.

- 4.7. Where the radiologist's report identifies any abnormalities in the diagnostic scan images, a Scan.com Practitioner may contact you to discuss the results ("**Results Review**"). The Scan.com Practitioner will only contact the End Client's GP directly in exceptional circumstances.
- 4.8. You expressly acknowledge and agree, and shall procure that any person in whose name an appointment is booked is aware and agrees, prior to participating in any Pre-Consult or Results Review that:
- 4.9. Scan.com is not a healthcare, medical or medical device provider, and any statements, representations or materials provided by or on behalf of the Scan.com Practitioners in the course of or pursuant to the Pre-Consults and/or Results Reviews shall in no manner whatsoever be construed as giving or providing access to medical advice. Any materials, advice or documentation provided or made available during or pursuant to the Pre-Consults and/or Results Review are intended for general informational purposes only, are not intended to be relied upon and are not a substitute for comprehensive professional medical advice based on an individual's medical history, condition and circumstances or the results of any radiologist report or diagnostic scans images produced pursuant to an appointment.
- 4.10. Scan.com makes no claims, representations, warranties or guarantees that Scan.com Practitioners will accurately or comprehensively review, examine or otherwise view any Order (whether in whole or in part), or where they do so, that any advice that they provide will be appropriate to the any party's needs.
- 4.11. Scan.com makes no representations, warranties or guarantees about the accuracy, completeness or suitability for any purpose of any advice, materials or information published as part of any informational sections of the [www.uk.scan.com](http://www.uk.scan.com) website, or any correspondence or notices provided by Scan.com. Scan.com shall not be responsible for the contents of such advice, materials or information or for any consequences that result from your or any other person's use or access of them.

## 5. Amending or Cancelling your Order

- 5.1. Each appointment booked as part of an Order is personal to the person in whose name it is booked, and is non-transferable. Where the person named in an Order cannot attend the appointment at the scheduled date, time or location, please inform us of this immediately by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or telephoning +44 (0) 1277 674 889.
- 5.2. You may change your Order at any time but not less than 48 hours before the scheduled date and time of the appointment. Requests to change Orders must be made by email or telephone at [info@uk.scan.com](mailto:info@uk.scan.com) or +44 (0) 1277 674 889. Please note that where you seek to change the type or modality of diagnostic imaging scan to be performed, we may not be able to service your appointment on or at the original date, time or location or at the same Appointment Fee.
- 5.3. If your Order is changed We will inform you of any change to the Appointment Fee by email or telephone. For illustrative purposes, this may occur where upon reviewing your Order it is reasonably determined that you might require a contrast injection or

second modality of scan. We will contact you to confirm any change to your Order prior to implementing it.

- 5.4. You may cancel your Order at any point after placing it but not less than 48 hours before the schedule date and time or the appointment. Requests to cancel an Order must be made by email or telephone at [info@uk.scan.com](mailto:info@uk.scan.com) or +44 (0) 1277 674 889. If you have already made any payments to Scan.com your payment(s) will be refunded minus a £50.00 administration fee as soon as is reasonably possible, and in any event within 14 Calendar Days of your notice of cancellation. If you cancel an Order within the 48 hours prior to an appointment, you shall be charged in full.
- 5.5. You are responsible for, and shall procure that, the person named in the Order attends the appointment at the scheduled the date, time and location. Where the person named in the Order does not attend the appointment at such correct date, time and location, this shall be treated as a cancellation of an Order under clause 5.4 and you shall be charged in full.
- 5.6. If during the course of a Pre-Consult it becomes apparent that any part or all of the clinical information or safety questionnaire responses provided by you on behalf of the person named in the Order is materially inaccurate, incomplete or out-of-date, with the result that it is reasonably determined by the Scan.com Practitioner that the modality or type of scan selected as part of the Order cannot be performed on relevant party in accordance with a responsible body of medical opinion or the nominated diagnostic scan centre's ordinary course of practice, then Scan.com, acting as agent of the nominated diagnostic scan centre, may terminate the Order with immediate effect. Where we exercise such right of termination on behalf of the diagnostic scan centre, we shall refund you in full minus a £50.00 administration fee.
- 5.7. If in the course of an appointment it becomes apparent that:
- (a) any part or all of the clinical information or safety questionnaire responses provided by you as part of the Order on behalf of the person in whose name the appointment is booked is materially inaccurate, incomplete or out-of-date;
  - (b) any part or all of the clinical information or safety questionnaire responses provided by you or the person in whose name the appointment is booked is materially inaccurate, incomplete or out-of-date; **or**
  - (c) either you or the person in whose name the appointment has been booked has failed to provide advance notice to either Scan.com or the relevant diagnostic scan clinic of material changes or developments in any clinical information or symptoms that have arisen in the intervening period between the Order and the appointment, and in each case these material changes or developments are of such a nature that they could be reasonably expected to be of some effect on the relevant party's ability to undertake the type or modality of scan selected, or the diagnostic scan centre's ability to service it;

with the result that it is reasonably determined by the diagnostic scan centre that the modality or type of scan selected as part of the Order cannot be performed on the End Client in accordance with a responsible body of medical opinion or the nominated diagnostic scan centre's ordinary course of practice (such as where certain specialist clinical protocols, interventions, staff or equipment would be needed that are not available at the centre) then we shall not invoice you the Appointment Fee. However, we shall charge you the Cancellation Fee of £50.00 in accordance with clause 9.5. of the Terms and Conditions.



- 5.8. We may cancel your scan due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Scan.com, the Payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Scan.com informing you of the cancellation. Cancellations will be confirmed in writing.
- 5.9. Where any of the following occur prior to an appointment, you may cancel the relevant Order immediately with no further liability by presenting us with written notice, and we shall refund you the Appointment Fees in accordance with clause 9.7:
- (a) We have materially breached one or more material clauses of these Terms and Conditions and, upon your presenting us with reasonable written notice of such breach, we have failed to cure the breach within a reasonable time period (to be no less than five Business Days);
  - (b) We have entered into liquidation or an administrator or receiver has been appointed over part or all of our assets;
  - (c) We are unable to process your Order or collect or process payment in respect of it due to a Force Majeure Event (as defined in clause 9.1);
  - (d) We notify you that we unable to service your Order according to these Terms and Conditions.

## 6. Payment

- 6.1. We act as payment collection agent for the diagnostic scan centre with whom you make an Order in respect of the payment of the Appointment Fee quoted as part of your Order. The Appointment Fee includes the cost of our Services, the provision of the pre-procedure consultation at the diagnostic scan centre, the performance of your diagnostic scan and the preparation and provision of your diagnostic scan images and consultant radiologist results.
- 6.2. Notwithstanding clause 6.1, the diagnostic scan centre may during the course of your appointment (including for illustrative purposes where there are complications or where initial investigation indicates that further diagnostic interventions or specialist equipment are required) prescribe tests, treatments and medications which are not covered as part of the Appointment Fee charged by Us to you. Please note that the diagnostic scan centre may charge for additional fees in respect of any such tests, treatments, medications, in-patient costs, sundry items and medical consumables (i.e. bandaging, sutures, catheters, gowns etc) and any otherwise medical products or services. Any such additional fees shall be payable to the diagnostic scan centre directly by you or your Insurer, in accordance with the payment terms in the relevant diagnostic scan centre's Centre Terms and Conditions.
- 6.3. Pursuant to clause 6.2, please enquire about any additional charges that may be payable in respect of your procedure at the beginning of your appointment or upon being informed of any additional or specialist equipment, procedures, treatments or medications that are required. If you have private medical insurance, we suggest that prior to committing to any such charges, you contact your insurance company (the

“Insurer”) to check whether the Insurer will cover them or not.

#### **PART A: INSURED PATIENTS**

- 6.4. This section shall apply if you are covered by private medical insurance.
- 6.5. Scan.com is recognised by Insurers and we will where possible invoice your Insurer directly where we have a direct settlement agreement with them. Where any of the information that you have given Us or your Insurer is incomplete or inaccurate, we may not be able to process your claim with your Insurer and you will need to pay Us for all fees, costs and otherwise charges in connection with your Order within 14 days according to the same invoicing procedure and payment terms as described in clauses 6.7 and 6.8 below.
- 6.6. Where We process your insurance claim and your Insurer pays Us directly, if applicable the Appointment Fee or otherwise rate agreed between Us and your Insurer as part of the direct settlement agreement will apply in respect of the Appointment Fee. If no Appointment Fee or otherwise rate has been agreed between Scan.com and your Insurer, the Appointment Fee quoted as part of your online Order on uk.scan.com shall apply.
- 6.7. If 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, We will assume that the outstanding amount will not be paid by your Insurer and We may invoice you directly or debit the relevant balance from any credit or debit whose details We have on record for you.
- 6.8. Where pursuant to clause 6.7, your Insurer fails to settle our Invoices and we invoice you in respect of any outstanding amounts, you shall make payment in full and cleared funds (without right of set-off, counterclaim, deduction, retention or otherwise withholding) of all amounts thereby shown to be due within 14 calendar days of the invoice date to Our nominated bank account. Where your payment is delayed beyond this 14-day period, We reserve the right to charge interest at 8% over the Bank of England’s base rate per annum from time to time (or 8% per annum where the base rate is negative) accruing on a daily basis from the date of the appointment to the date of payment of the outstanding amount (plus interest), whether before or after judgment. Any collection costs incurred by Us, including any amounts payable to external credit management companies and/or legal professionals, will be added to the amount payable.
- 6.9. You are responsible for ensuring that any We recommend that you contact your Insurer prior to making an Order to check whether the proposed treatment and procedures are covered by your insurance policy, and the amount that they will pay in respect of such covered treatment and procedures. If applicable, please remember to tell your Insurer about all stages of any treatments and procedures.
- 6.10. Please note that your insurance coverage may not cover the cost of sundry items and medical consumables. In accordance with clause 6.2 above, you may be required to pay for any such items not reimbursed by your Insurer. Please check with your Insurer as to what is covered and not covered.
- 6.11. You must provide details of your insurer, membership number and (if applicable) your insurer’s pre-authorisation code and/or letter of guarantee in respect of the proposed treatment at the time of the Order.
- 6.12. We cannot guarantee that We have a direct settlement agreement with your particular 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 prior to accepting your Order or at any time prior to or following the appointment, We may require you to:
  - (a) obtain and provide to Us a letter of guarantee from your Insurer which details the costs that they undertake to pay; **and/or**

(b) pay or provide your payment details at the time of making the Order;

where pursuant to clause 6.5(b) We take payment from you at the time of the Order, We will provide you with a receipt so that you can submit a claim to your Insurer.

#### **PART B: SELF-PAY PATIENTS**

- 6.13. This section shall apply if you are paying for your own Order.
- 6.14. You must submit payment of the Appointment Fee at the same time as submitting an Order. We accept online MasterCard, Visa and American Express credit and debit card payment, or you may choose to pay using PayPal. Patients choosing to pay with PayPal shall be redirected to the PayPal website from our online checkout. Once the PayPal transaction is complete, you will be returned to uk.scan.com.
- 6.15. The Appointment Fee of the Services will be that shown on our website in place at the time of your Order. We take all reasonable care to ensure that the prices of the Services are correct at the time that you submit your Order. However, in the event that there has been an error in the Appointment Fee displayed to you as part of your Order, we shall inform you that this is the case following the receipt of your Order.
- 6.16. In accordance with clause 6.13, where the actual Appointment Fee of the Services is lower than the Appointment Fee quoted to you as part of your Order, we shall charge you the lower Appointment Fee and refund you any excess amount within 14 Calendar Days of our discovery of the pricing error. If the actual Appointment Fee of the Services is higher than the Appointment Fee that was displayed to you as part of your Order, we will contact you as soon as possible in writing to give you the option of continuing to purchase the Services at the correct price or cancelling your Order with a 100% refund. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details provided as part of the Order, we will treat the Order as cancelled and notify you in writing. However, if we mistakenly accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may cancel the supply of Services and refund any sums you have paid.
- 6.17. If We quote a Special Price which is different to the Appointment Fee shown in Our website the Special Price will be valid for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 6.18. Our Appointment Fees may change at any time but these changes will not affect Orders that We have already accepted.
- 6.19. Please note that, in accordance with clause 6.2 above, the Appointment Fees are exclusive of an additional charges that may be payable by you in respect of any additional tests, treatments, medications, specialist equipment, sundry items, in-patient costs, medical consumables and otherwise products and services that fall outside of those contracted for as part of the Order. Any such additional fees shall be payable to the diagnostic scan centre directly by you, in accordance with the payment terms in the relevant diagnostic scan centre's Centre Terms and Conditions.

### **7. Providing the Services**

- 7.1. We will provide the Services with reasonable skill and care, consistent with good industry practice and standards.
- 7.2. We will begin providing the Services on the date of the Order Confirmation. We will make every reasonable effort to complete the Referral Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.

- 7.3. If we require any information or action from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.
- 7.4. If the information or action required of you under clause 7.3 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from Scan.com to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, we may charge you a reasonable additional sum for that work on a time and materials basis.
- 7.5. In certain circumstances, for example where there is a delay in you sending Scan.com information or taking action required under sub-Clause 7.3, we may suspend the Services and/or refrain from processing your Order (and will inform you of that suspension in writing).

In certain circumstances, for example where we encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, we will inform you in advance before suspending the Services.

## 8. Problems with the Services and Your Legal Rights

- 8.1. We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform Scan.com as soon as is reasonably possible by emailing [help@uk.scan.com](mailto:help@uk.scan.com) or telephoning +44 (0) 1277 674 889.
- 8.2. We will use reasonable efforts to remedy problems with the provision of the Services as quickly as is reasonably possible and practical. In emergency situations We will use reasonable efforts to remedy problems within one Business Day.
- 8.3. We will not charge you for remedying problems under this Clause 8 where the problems have been caused by or attributable to Scan.com or any of the diagnostic imaging scan centres, or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, we may charge you for remedial work.
- 8.4. As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.
- 8.5. If we do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price.
- 8.6. If the Services (excluding any medical treatment, advice or otherwise services provided pursuant to an appointment, in each case these being subject to the Centre Terms and Conditions) are not performed in line with information that we have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if our breach does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason we are required to repeat the Services in accordance with your legal rights, we will not charge you for the same and we will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Appointment Fee and, where you have already made payment(s) to Scan.com, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an

alternative method.

- 8.7. Scan.com's role under these Terms and Conditions is exclusively that of an online booking, marketing and payment collection agent for third-party diagnostic scan clinics. Any medical advice or treatment tendered during the course of or pursuant to an appointment booked on uk.scan.com is supplied solely by and between the selected third-party diagnostic imaging clinic and you according to a contract based on the Centre Terms and Conditions, and to which Scan.com is not party. Scan.com shall not be liable whatsoever for any loss or damage that you or any other person suffers or incurs as a result of the provision of any medical treatment, advice or otherwise services in the course of or pursuant to an appointment booked as part of an Order. Please consult the Centre Terms and Conditions for your relevant contractual rights and remedies in this regard.
- 8.8. Scan.com will do its utmost to ensure any services provided to you under this Terms and Conditions will be uninterrupted and error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to our services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. Scan.com will attempt to limit the frequency and duration of any such suspension or restriction.
- 8.9. Scan.com will not be responsible in relation to this Terms and Conditions for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and Scan.com when you commenced using our services.
- 8.10. We will not be held responsible for any delay or failure to comply with our obligations under this Terms and Conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have the Services provided to you within a reasonable time or receive a refund if, having accepted your Order, we cannot provide the Services within a reasonable time owing to a cause beyond our reasonable control.
- 8.11. Nothing in this Terms and Conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or willful misconduct.
- 8.12. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

## **9. Events Outside of Our Control (Force Majeure)**

- 9.1. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 9.2. If any such event as described in clause 9.1 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
- (a) We will inform you as soon as is reasonably possible;
  - (b) Our obligations under these Terms and Conditions will be suspended and any

time limits that we are bound by will be extended accordingly;

(c) We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary.

- 9.3. If an event outside of our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under clause 5.9. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our acceptance of your cancellation notice;
- 9.4. If the event outside of our control continues for more than 4 weeks, we will cancel the Contract in accordance with our right to cancel under clause 5.8 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

## 10. Complaints and Feedback

- 10.1. We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 10.2. All complaints are handled in accordance with our complaints handling policy and procedure .
- 10.3. If you wish to complain about any aspect of your dealings with Scan.com, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Scan.com in one of the following ways:
- (a) In writing, addressed to Mr M Jasper Nissim, Director, National MRI Scan Ltd ,The Department Store Studios, 19 Bellefields Road, London, England, SW9 9UH;
  - (b) By email, addressed to [help@uk.scan.com](mailto:help@uk.scan.com)
  - (c) By contacting Scan.com by telephone on +44 (0) 1277 674 889.

## 11. Data Protection

- 11.1. Scan.com shall process any Personal Data and Special Category Data we collect about you or any other person in compliance with the requirements of the Data Protection Legislation, and in such manner and for such purposes as set out in the Scan.com [Privacy Policy](#) (click for link). To the extent that there is any inconsistency or conflict between the terms of this Terms and Conditions and those contained in the Privacy Policy, the latter shall take precedence.
- 11.2. Personal Data is any information that relates to an identified or identifiable individual. The Personal Data we collect about you includes (without limitation) your name, address, email address, mobile/work/home telephone number, email address, IP address, cookie identifier and the online identifier we assign to your when you make a booking or register for an account on Scan.com.
- 11.3. Where we process your Personal Data, we rely on one or more of the following grounds under Article 6 UK GDPR;
- (a) Consent: you have given us your clear consent to process the Personal Data for a specific purpose;

- (b) Contract: the processing is necessary to perform our obligations under a contract we have with you, or is necessary for us to process in order to enter a contract with you (such as where we ask you to provide your personal details as part of an Order request to help us determine whether we can service your booking or not); **or**
  - (c) Legitimate interests: the processing is necessary for our legitimate interests in providing our services to you, unless there is a good reason to protect your Personal Data which overrides those legitimate interests.
- 11.4. Special Category Data is a type of Personal Data that requires additional protections under UK GDPR because it is considered to be more sensitive. In relation to our services, the Special Category Data we process includes any data that reveals data concerning health. We process Special Category Data concerning health in relation to: (1) the clinical information (symptoms, medical priors etc) your submit to us as part of your diagnostic scan imaging appointment and; (2) radiologist reports and diagnostic scan images forwarded to us by diagnostic imaging scan centres for upload on the client portal on the uk.scan.com website.
- 11.5. In order to lawfully process Special Category Data, we (Scan.com) must identify both a lawful basis under Article 6 UK GDPR and an additional processing condition under Article 9 UK GDPR. Where we process Special Category Data (including the two categories of data described in clause 11.4) we rely on Article 6(1)(a) UK GDPR (your consent) and Article 9(2)(a) of UK GDPR (your consent).
- 11.6. In addition to the Personal Data and Special Category Data, Scan.com may collect and process certain aggregated, de-identified information about you when you access and use the services on uk.scan.com, or reply to any email or telephone correspondence we provide to you (the “**Usage Data**”). By accessing and using our services, you agree, and shall procure any outstanding consents with respect, to all actions taken by Scan.com with respect to the Usage Data in compliance with Scan.com’s Privacy Policy and the terms of the Data Protection Legislation.
- 11.7. As described in the Privacy Policy, Scan.com shall maintain the confidentiality of the Personal Data and Special Category Data and shall not disclose the foregoing to third parties unless you (by way of this Terms and Conditions or otherwise) specifically authorize this disclosure, or as required by domestic law, court or regulator (including the UK ICO). If a domestic law, court or regulator (including the UK ICO) requires Scan.com to process or disclose the Personal Data or Special Category Data to a third party, Scan.com shall use inform you of such legal or regulatory requirement and give you the opportunity to object to or challenge the requirement, unless domestic law prohibits the giving of such notice.
- 11.8. Please note that we may share your Personal Data with some third parties, as described in the Privacy Policy. With respect to the Special Category Data, please note that we may share your Special Category Data with Scanslated, Inc., whose radiology report presentation software is necessary for us to present your radiology report results on uk.scan.com, as well as with Sectra Limited, whose Image Exchange Portal (IEP) is used to securely transfer medical images and reports between diagnostic scan imaging centres and Scan.com. Where we transfer Special Category Data to these third parties, we rely on your explicit consent under Article 6(1)(a) and Article 9(2)(a) as indicated by you at the time of booking.

## 12. Intellectual Property Rights

- 12.1. As between Scan.com and you, Scan.com shall retain ownership of all legal and beneficial interests, rights and title to and in uk.scan.com, the services tendered thereon, any software, technology, content, services, products, documentation, materials or otherwise works we make available to you under these Terms and Conditions, as well the Scan.com trade marks, trade name, trade dress and get-up the (“**Scan.com IP**”). You expressly agree that you shall not acquire any rights, whether express or implied, in any of the Scan.com IP.

- 12.2. To the extent that you acquire any intellectual property rights in any of the Scan.com IP, you shall at your own expense, assign all such rights to Scan.com, and promptly execute all such documents as Scan.com deems reasonably necessary in order to give effect to this clause.
- 12.3. You expressly acknowledge and agree that you shall indemnify Scan.com against all liabilities, costs, expenses, damages, losses (including any direct, indirect or consequential losses, loss of profit, revenue, reputation, data, goodwill, contracts, anticipated savings and wasted expenditure and interest, penalties and reasonable professional costs or expenses) suffered by Scan.com arising out of or in connection with your use of the Scan.com IP in breach of these Terms and Conditions.

### **13. Amendments to these Terms and Conditions**

- 13.1. We reserve the right to make changes to our website, policies and terms and conditions, including these Terms and Conditions at any time. You will be subject to the Terms and Conditions in force at the time you submit your Order in accordance with clause 3, unless any change to those Terms and Conditions is required to be made by law or government authority (in which case such changes may apply to Orders previously placed by you).
- 13.2. If any of these Terms and Conditions is deemed invalid, void or for any reason unenforceable, that term shall be deemed severable and will not affect the validity and enforceability of any remaining term.

### **14. Other Important Terms**

- 14.1. Scan.com may transfer (assign) its obligations and rights under these Terms and Conditions (and the Contract) to a third party. We will notify you in writing in the event of such transfer. Your rights and obligations under these Terms and Conditions (and the Contract) will not be affected by any such transfer. Our obligations and rights under these Terms and Conditions will be transferred to the third party who will remain legally bound by them. You may not transfer (assign) your obligations and rights under this agreement to any third party without our prior express written approval in writing.
- 14.2. If you breach these Terms and Conditions, 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 acceptance of your breach, and a waiver by Scan.com of a breach of these Terms and Conditions shall not constitute a waiver of any subsequent breaches of these Terms and Conditions.
- 14.3. Scan.com does not market, tender or sell its Services to children. If you are under the age of 18 and wish to make an Order for a diagnostic imaging appointment on [uk.scan.com](http://uk.scan.com), you may only do so with the involvement of an adult and such adult must submit the Order on your behalf in their name.

### **15. Governing Law and Jurisdiction**

- 15.1. These Terms and Conditions, the Contract 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.
- 15.2. Any dispute, controversy, proceedings or claim under the Terms and Conditions and Contract shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.



