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## STANDARD SERVICE TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by National MRI Scan Ltd trading as nationalmriscan.com a Private Limited Company registered in England under number 10674268 ,whose registered address is Sunnybank, Albert Road, Nottingham, NG34JD and whose main trading address is 92 Harcourt Street,Newark,Nottinghamshire, NG24 1RF

### 1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the provision of Services, as explained in Clause 3;
<b>“Payment”</b>	means advance payment in full made to Us for the booked MRI scan
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Services;
<b>“Services”</b>	means the services which are to be provided by Us to you as specified in your Order which constitute our medical protocol and subsequent referral to your chosen MRI centre . Subsequent to our services of protocol and referral your contract is with the MRI supplier and you are bound by their Terms and Conditions
<b>“Special Price”</b>	means a special offer price payable for Services which We may offer from time to time;
<b>“Order”</b>	means your order for an MRI scan
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	These Terms and Conditions are the standard terms for the provision of services by National MRI Scan Ltd trading as nationalmriscan.com a Private Limited Company registered in England under number 10674268 ,whose registered address is Sunnybank, Albert Road, Nottingham, NG34JD and whose main trading address is 92 Harcourt Street,Newark,Nottinghamshire, NG24 1RF

2. 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.

## 2. Information About Us

National MRI Scan Ltd trading as nationalmriscan.com is a Private Limited Company registered in England under number 10674268 ,whose registered address is Sunnybank, Albert Road, Nottingham, NG34JD and whose main trading address is 92 Harcourt Street,Newark,Nottinghamshire, NG24 1RF

## 3. The Contract

1. These Terms and Conditions govern the sale and provision of Services by Us (protocol and medical referral ) and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
2. Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
3. A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided by email .
4. We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  1. The main characteristics of the Services;
  2. Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
  3. The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  4. The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
  5. Our complaints handling policy;
  6. Where applicable, details of after-sales services and commercial guarantees;
  7. 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;
  8. Where applicable, the functionality, including appropriate technical protection measures, of digital content;

#### 4. **Orders**

1. All Orders for Services made by you will be subject to these Terms and Conditions.
2. You may change your Order at any time before but not less than 48 hours before we begin providing the Services by contacting Us. Requests to change Orders must be made by email or telephone.
3. If your Order is changed We will inform you of any change to the Price by email or telephone such as in the event of you requiring a contrast injection etc.
4. You may cancel your Order at any point after placing it BUT not less than 48 hours before your scan. If you have already made any payments to Us 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 Our acceptance of your cancellation. If you request that your Order be cancelled, you must confirm this by email or telephone NOT less than 48 hours prior to your booked scan time. If you cancel the Services after this time period you will be charged for the scan in full.
5. 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 Us under Clause 5 , the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

#### 5. **Price and Payment**

1. The Price of the Services will be that shown on our website in place at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
2. If We quote a Special Price which is different to the Price 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.
3. Our Prices may change at any time but these changes will not affect Orders that We have already accepted.
4. Before We begin providing the Services, you will be required to pay in full.
5. In certain circumstances, if your Order is cancelled, your payment will be refunded.
6. We accept the following methods of payment:
  1. Paypal
  2. Credit/Debit card

#### 6. **Providing the Services**

1. As required by law, We will provide Our referral Services with reasonable skill and care, consistent with best practices and standards.
2. We will begin providing the Referral Services on the date confirmed in Our Order Confirmation.

3. 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.
4. 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.
5. If the information or action required of you under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us 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.
6. In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.4, We may suspend the Services (and will inform you of that suspension in writing).
7. 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.

## **7. Problems with the Services and Your Legal Rights**

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 Us as soon as is reasonably possible [(you do not need to contact Us in writing)].
2. We will use reasonable efforts to remedy problems with the provision of the MRI scan Services as quickly as is reasonably possible and practical. In emergency situations We will use reasonable efforts to remedy problems within 24 hours.
3. We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, or any of the MRI 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, sub-Clause 6.5 will apply and We may charge you for remedial work.
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. 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. If the Services 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 concerns information about Us that 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 Price and, where you have already made payment(s) to Us, 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. Our Liability**

1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
2. We provide an MRI referral Service however, we are not liable for the provision of the scan or any problems, complications, negligence or failure that the MRI supplier is responsible for.
3. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for fraud or fraudulent misrepresentation.
4. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Referral Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
5. 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)**

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.
2. If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  1. We will inform you as soon as is reasonably possible;
  2. Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  3. 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;
  4. 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 sub-Clause 10.3.3. 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;
  5. 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

sub-Clause 10.6.3 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. Cancellation

1. If you wish to cancel your MRI scan , you may do so up to 48 hours prior to the booked scan .
2. If you have made any payment to Us for an MRI that you subsequently cancel within the set out timeframe you will be refunded minus a £50.00 administration fee as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation.
3. If any of the following occur, you may cancel the MRI and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation.
  - We have breached the Contract in any material way and have failed to remedy that breach within 4 weeks of you asking Us to do so in writing; o
  - We enter into liquidation or have an administrator or receiver appointed over Our assets; or
  - We are unable to provide the Services due to an event outside of Our control .
  - We change these Terms and Conditions to your material disadvantage.
4. We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
5. Once We have protocoled a patient , We may have to cancel the MRI and the referral at any time by email or telephone. Any payment will be refunded to you minus a £50.00 administration fee as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
6. If the following occurs, We may cancel the MRI scan and the Contract immediately by giving you written notice. If you have made a payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.:
  1. We are unable to provide the Services due to an event outside of Our control .

## 11. Communication and Contact Details

1. If you wish to contact Us, you may do so by telephone at 0333 444 0772 or by email at [info@nationalmriscan.com](mailto:info@nationalmriscan.com)
2. In certain circumstances you may want to contact Us in writing. When contacting

Us in writing you may use the following methods:

1. Contact Us by email at [info@nationalmriscan.com](mailto:info@nationalmriscan.com) or
2. Contact Us by post at National MRI Scan Ltd, 92 Harcourt Street, Newark, Nottinghamshire, NG24 1RF

## 12. **Complaints and Feedback**

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.
2. All complaints are handled in accordance with Our complaints handling policy and procedure ..
3. If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
  1. In writing, addressed to Mr M Jasper Nissim, Director, National MRI Scan Ltd , 92 Harcourt Street, Newark, Nottinghamshire, NG24 1RF
  2. By email, addressed to [info@nationalmriscan.com](mailto:info@nationalmriscan.com)
  3. By contacting Us by telephone on 0333 444 0772

## 13. **How We Use Your Personal Information (Data Protection)**

1. All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
2. We may use your personal information to:
  1. Provide Our Services to you.
  2. Process your payment for the Services.
  3. Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
  4. In certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
  5. We will not pass on your personal information to any other third parties without first obtaining your express permission.

## 14. **Other Important Terms**

1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
3. The Contract is between you and Us. 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.
4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

**15. Governing Law and Jurisdiction**

1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
2. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.