

Diagnostic and Consultation Testing Terms and Conditions – HeartScan Ltd

1. **Introduction**
 - 1.1. **What these terms cover.** These are the terms and conditions on which we provide diagnostic and/or consultation cardiac testing (*Testing*) to you.
 - 1.2. **Why you should read these terms.** Please read these terms carefully before you sign the Diagnostic Testing Registration Form (*Registration Form*). They tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in this document, please discuss it with us.
 - 1.3. **Why you should read and complete the Registration Form.** The Registration Form goes with these terms. You will need to fill in your details, delete options that do not apply and tell us what you do and do not consent to. We will send you the Registration Form by email when we confirm your appointment but we can give you a copy at your appointment as well (or instead) if you prefer. It is very important that you do not sign the Registration Form before your appointment; you must only sign it at the appointment. We will not go ahead with the Testing unless you fill in the Registration Form, and sign it at the appointment.
 - 1.4. **Who you are.** You are the Patient named on the Registration Form. However if you are under 18 years of age, it means you the Patient and a person with parental responsibility for you, or just the person with parental responsibility for you (and not you). It depends on the circumstances.
 - 1.5. **Who we are.** We are HeartScan Limited (*HeartScan*). We are a company registered in England with company number 08999669 and our registered office address is at 28 Mulgrave Terrace, Gateshead, Tyne and Wear, NE8 1PQ. We are not VAT registered.
 - 1.6. **How to contact us.** You can contact us by telephone on 0191 646 1066, by fax on 0191 247 5885 or by email at info@heartscan.co.uk or write to us at 22 Osborne Avenue, Jesmond, Newcastle upon Tyne, NE2 1JQ.
 - 1.7. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Registration Form.
 - 1.8. **How long the contract will last.** The contract will start when you sign the Registration Form at your first appointment. The contract is made up of the Registration Form and these terms. Unless one of us cancels the contract earlier (see clause 7), it will end once:
 - 1.8.1. we have provided the Testing;
 - 1.8.2. either you have or your Referring Clinician (who is named in the Registration Form, if you have a Referring Clinician) has received the Testing results; and
 - 1.8.3. the Testing Fee has been paid in full.

2. **The Testing**

2.1. **What the Testing options are.** The Testing comprises:

- 2.1.1. consultation;
- 2.1.2. an electrocardiogram (*ECG*);
- 2.1.3. an echocardiogram (*Echo*); and/or
- 2.1.4. Wireless Patch ECG monitoring

as specified in your Registration Form.

2.2. **How we will provide the Testing.** We will provide the Testing with reasonable care and skill.

2.3. **When we will provide the Testing.** We will use every effort to provide the Testing at the date and time specified in the Registration Form. If we are unable to provide the Testing at that date and time, we will tell you as soon as we reasonably can and offer you an alternative appointment date and time.

2.4. **When you will get the Testing results.** We will use reasonable efforts to provide your Testing results within 14 days of your Testing appointment. This is what will happen:

- 2.4.1. if you have not been referred to us by a clinician (in other words, you do not have a Referring Clinician), we will send your Testing results to you by the method you chose on your Registration Form; if you have not made a choice, we will decide the method of delivery;
- 2.4.2. if you have a Referring Clinician, then we will, with your consent, send your results to them and, if you asked us to on your Registration Form, we will also send the results directly to you; again, if you have not made a choice, we will decide the method of delivery.

2.5. **We are not responsible for delays outside our control.** If our ability to provide the Testing or the Testing results is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

3. **Patient's obligations**

3.1. **You must complete the Registration Form fully and accurately.** If we believe that you have not, we may refuse to perform the Testing until such time as you have done so to our reasonable satisfaction. We will not be responsible for providing the Testing late or not at all if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

3.2. **You must pay the Testing Fee** Except where and to the extent that your insurer pays us (see clause 3.3), you will be required to pay the fee advised to you and confirmed in the Registration Form (*Testing Fee*) at your Testing appointment.

- 3.3. ... **Except where and to the extent that your insurer pays it.** If you have health insurance and you intend your insurer to pay your Testing Fee:
- 3.3.1. you must provide your insurer's details on the Registration Form;
 - 3.3.2. we may delay your Testing appointment until we receive confirmation to our reasonable satisfaction that your insurer will pay the Testing Fee; if your insurer will only pay part of the Testing Fee, you must pay the balance at your appointment; we will not be responsible for providing the Testing late or not at all while we wait for confirmation from your insurer that they will pay your Testing Fee; and
 - 3.3.3. if you have received the Testing and your insurer refuses or fails to pay any part of your Testing Fee, then you will have to pay instead; it does not matter whether or not your insurer previously indicated that they would pay; the way this works is that:
 - 3.3.3.1. we will send your insurer an invoice giving them 28 days to pay;
 - 3.3.3.2. if the insurer refuses or fails to pay within 28 days we will tell you in writing that your insurer has not paid; and
 - 3.3.3.3. you must then pay us within 28 days of us advising you in writing that your insurer has refused or failed to pay.
- 3.4. **You must give us at least 24 hours' notice to cancel the appointment.** Please note that, in exceptional circumstances and where we reasonably consider that it would be unquestionably fair and reasonable to do so, we may charge up to 25% of the Testing Fee if we cannot offer the cancelled appointment to someone else or reduce our loss in some other way. Where the issue is repeated cancellations, we will normally warn you before we impose a charge. The amount we charge will never be more than reasonable compensation for the net costs we will incur as a result of your cancelling the appointment.
- 3.5. **You must take care of any Testing Equipment lent to you.** Certain testing procedures (such as Wireless Patch ECG monitoring) will involve us providing you with a monitor or other device that you will need to take away with you (*Testing Equipment*). In these circumstances you must:
- 3.5.1. only use the Testing Equipment strictly in accordance with the instructions that we provide to you;
 - 3.5.2. take good care of the Testing Equipment; and
 - 3.5.3. at the end of the monitoring period (we will tell you how long that is), remove the Testing Equipment and post it using the pre-paid mailer bag we provide to you; if you would prefer us to remove the Testing Equipment for you at our clinic, we can do that for you instead.
- 3.6. **You must tell us if your Testing results do not arrive within 16 days.** If you, or your Referring Clinician (if you have one), have not received your Testing results within 16 days of your Testing appointment, you must tell us.

4. **Follow up action, and further testing, treatment and referrals**
 - 4.1. **It is important that you discuss your results with a medical professional.**
 - 4.1.1. Where you have not been referred to us by a clinician (in other words, you do not have a Referring Clinician), it is important that you discuss your Testing results with your GP.
 - 4.1.2. Where you have a Referring Clinician, it is important that you discuss your Testing results with them.
 - 4.2. **It is your responsibility (not ours) to arrange any follow up, further testing, treatment or referral.**
 - 4.2.1. Whether or not you have a Referring Clinician, if we recommend that you have a follow up, further testing, treatment or specialist referral, it is your responsibility (and yours alone) to arrange for that follow up, further testing, treatment or referral, at your own cost.
 - 4.2.2. We are not responsible for organising or arranging any follow up, further testing, treatment or referral; those are not part of the Testing service we provide.
 - 4.3. **We are not responsible if you do not do as we recommend.** We accept no responsibility for what happens as a result of your failure to discuss the Testing results with your GP or your Referring Clinician (if you have one) or if you fail to arrange any follow up, further testing, treatment or referral when that is what we recommend you do.
5. **Our responsibility for loss or damage suffered by you**
 - 5.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but 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 discussed it with us before you signed the Registration Form.
 - 5.2. **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Testing including the right to receive services which are as described and supplied with reasonable skill and care.
 - 5.3. **We are not otherwise responsible for the effect of any condition detected in the Testing.** Except where the loss or harm amounts to foreseeable loss for which we are responsible (see clause 5.1) or where it would be unlawful for us to limit or exclude our liability for the loss or harm (see clause 5.2), we shall not be liable to you or any other person for any loss or harm suffered as a result of a heart condition, disease or abnormality being:
 - 5.3.1. identified in the Testing but not yet communicated to you; or

5.3.2. detected in the Testing and communicated to you.

5.4. **Our liability to you is capped at the Testing Fee x 15.** Except where it would be unlawful for us to limit or exclude our liability (see clause 5.2), our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the contract shall be limited to a maximum of 15 times the Testing Fee (whether or not paid) in respect of the services to which the claim relates.

5.5. **Individual Staff Members are not personally liable; Heartscan is.** Testing is provided by HeartScan, acting by and through its officers and employees (*Staff Members*). You agree that no Staff Member will be personally liable to you for any loss or damage however caused or arising (including damage experienced by third parties) as a consequence of the Staff Member's act or omission in the course of their duties for HeartScan, except to the extent that it relates to death or personal injury caused by their negligence, was caused by fraud, dishonesty or reckless disregard of professional obligations or relates to any other situation where the law prohibits an exclusion of their personal liability. This clause shall be enforceable by our Staff Members.

6. **How we will use your personal information**

6.1. **When we collect your personal information.** We collect personal information on the Registration Form and when we communicate with each other, for example during the Testing service or when you call us or write to us. This personal information will be your personal details (name etc.) and information about your health. Please ensure that all personal information you provide is accurate. We recommend that you do not send us any confidential information by unencrypted email. Please speak to us in person, call us, write to us or send us a fax instead.

6.2. **What we use your personal information for and why.** We will use your personal information for the purpose of performing the contract, for example to send you the Testing results and any invoice. We will only disclose your personal information to your GP or other third party with your explicit consent, unless otherwise required or permitted by law. We will also use your personal information for medical purposes; that is that our use is necessary for medical diagnosis and the management of healthcare systems under a contract with Heartscan.

6.3. **Where we will store your personal information.** We will keep your personal information in the UK and/or in the European Economic Area.

6.4. **YOU HAVE A RIGHT TO WITHDRAW CONSENT.** Where you provide your consent to our use of your personal information for particular purposes, you may withdraw that consent at any time. To exercise your right to withdraw consent, please contact us. You may write to us, send us a fax or call us. This will not affect the legality of our consent-based use before you withdrew consent.

6.5. **Where you can find out more.** For further details please see our privacy notice. You can find it on our website (<https://heartscan.co.uk/>) or we can provide you with a copy on request.

7. **Your rights to end the contract**

7.1. **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the Testing

services, but in some circumstances we may charge you certain sums for doing so as described below.

7.2. What happens if you have a good reason for ending the contract. If you are ending the contract for a reason set out at clauses 7.2.1 to 7.2.8 below the contract will end immediately and we will refund you/your insurer in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

7.2.1. we have told you about an upcoming change to the Testing services or these terms which you do not agree to;

7.2.2. we have told you about an error in the price or description of the Testing services and you do not wish to proceed;

7.2.3. there is a risk the Testing appointment or results may be significantly delayed because of events outside our control;

7.2.4. there is a risk the Testing appointment or results may be delayed because Staff Members, materials or equipment are unavailable and you do not want to rearrange the Testing appointment or wait for the Testing results;

7.2.5. your Testing appointment is delayed by one or more hours of the time specified in your Registration Form, or of any revised appointment time agreed with you;

7.2.6. if the Testing does not take place for any reason within 6 weeks of the date of this contract;

7.2.7. if we do not re-send your Testing results to you within 7 days of you telling us that you have not received your Testing results within the specified timeframe (see clause 3.6); or

7.2.8. you have a legal right to end the contract because of something we have done wrong.

7.3. What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. Our rights to end the contract

8.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:

8.1.1. you (rather than your insurer) are paying the Testing Fee but you do not pay it when it is due and you still do not pay it within 28 days of us reminding you that payment is due; or

8.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Testing services, for example, the information on the Registration Form.

8.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you/your insurer have paid in advance for Testing services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8.3. **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the Testing services. We will let you know at least 3 months in advance of our stopping the Testing services and will refund any sums you/your insurer have paid in advance for Testing services which will not be provided.

9. **What happens when the contract ends**

9.1. Where we are paying you a refund (rather than refunding your insurer) we will refund you using the same means of payment that you used (unless you expressly agree otherwise). You will not incur any fees as a result of the refund.

9.2. Some of the terms will survive the end of the contract. Those are: clause 5 (Our responsibility for loss or damage suffered by you), clause 6 (How we will use your personal information) and clause 10.6 (Which laws apply to this contract and where you may bring legal proceedings).

9.3. The ending of the contract will not affect either your or our rights, remedies, obligations or liabilities that existed before or at the date the contract ended. This includes any right we have to payment of the Testing Fee and the right to claim damages (compensation) in respect of a breach of contract.

10. **Other important terms**

10.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

10.2. **You may only transfer your rights to someone else with our consent.** You may only transfer your rights or your obligations under these terms to another person with our written consent. We may withhold our consent if we consider the Testing services are unsuitable for the other person or if they have no means of paying the Testing Fee.

10.3. **Nobody else has any rights under this contract.** This contract is between you and us. Apart from Staff Members (see clause 5.5), no other person shall have any rights to enforce any of its terms.

10.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and

we do not chase you but we continue to provide the Testing services, we can still require you to make the payment at a later date.

- 10.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Testing services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Testing services in either the Northern Irish or the English courts.