

# Secure Scanners Limited ('SSL')

## General Terms and Conditions

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Your booking is subject to the **Terms**, which are set out below, as well as any **TP Terms and Conditions**. In the event of any conflict between these, the Terms shall prevail, unless we nominate otherwise.

### 1 Definitions

1.1 In these terms, the following words have the following meanings:

<b>"SSL"</b>	Secure Scanners Limited, a company registered in England and Wales with registered number 10217577 and whose registered office is at 85 Great Portland Street, London W1W 7LT;
<b>"Fee"</b>	our charges for booking a Referral, a Scan or any other service as the case may be;
<b>"Terms"</b>	these General Terms and Conditions and, where the context of the Terms so admits, the applicable TP Terms and Conditions, our Website terms of use, our privacy policy and our cookies policy;
<b>"Referral"</b>	a referral for a Scan whether via a Health Professional or the Template;
<b>"Scan"</b>	a CT scan, DXA scan, ECG test, MRI scan, mammography, endoscopy, ultrasound scan, vascular Doppler or other medical tests or scans of a like nature booked via us and carried out by an Imaging Centre;
<b>"Imaging Centre"</b>	the hospital, laboratory, imaging centre or other body that provides and/or hosts a Scan;
<b>"TP"</b>	third party;
<b>"Template"</b>	the document on our website, to be completed when you require a Referral;
<b>"Health Professional"</b>	a health professional, including a doctor, clinician, triage nurse, physiotherapist or other appropriately qualified health professional, generalist or specialist in any medical field, not employed by SSL, from whom an online referral is sought on your behalf;
<b>"Website"</b>	the website <a href="http://seurescanners.com">seurescanners.com</a> or any other platform operated by us howsoever accessed;
<b>"Events outside our control"</b>	an act or event beyond our reasonable control, including but not limited to: strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, act of God, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor or other public or private transport;

any act or omission by any Imaging Centre or Health Professional.

1.2 These definitions apply to these General Terms and Conditions and mutatis mutandis to each of the TP Terms and Conditions.

### 2 Introduction

- 2.1 We provide a service where, via the website [www.seurescanners.com](http://www.seurescanners.com) or otherwise and in return for a Fee, you may obtain a Scan and, where required, a Referral.
- 2.2 We are appointed by Imaging Centres as their agent to display their services on the Website and to act on their behalf in order to book a Scan.
- 2.3 In order to obtain a Referral or a Scan, you must complete a Template, which we shall submit to one or more Health Professionals and/or Imaging Centres.
- 2.4 After considering your completed Template and/or request for Referral or Scan, the Health Professional will approve your request only if judged appropriate in accordance with the guidelines set out in the Royal College of Radiologists (RCR) Guidelines (8<sup>th</sup> Edition, or any modification thereof or successor thereto).
- 2.5 In the event you choose to use our Template, please note that the related Validation Fee is non-refundable and that the Fee for any subsequent Scan is in addition thereto.
- 2.6 Once you have selected a Scan and we have confirmed your booking, you form a contract with the Imaging Centre and are legally obliged to pay us the Fee.
- 2.7 In the event that the Imaging Centre cancels your booking, we will use all reasonable efforts to advise you as soon as possible using the contact details you provided at the time of booking. If the Imaging Centre is unable to provide an alternative, we can assist you to make a new booking with an alternative Imaging Centre. If that proves impossible, your booking will be cancelled and you will be entitled to repayment, limited to the value of any amount paid.
- 2.8 If you do not have and/or require a Health Practitioner, we can provide one or more contact details, without endorsement, upon payment of a Fee.

### 3 Pricing errors and changes to law

- 3.1 We will use all reasonable endeavours to correct errors and omissions on the Website or elsewhere, as soon as practicable after being notified of them. Neither we nor the Imaging Centres are under any obligation to honour a booking for a Scan where there is a pricing error, even if you have received a confirmation email. In these circumstances, we reserve the right to correct any pricing errors on the Website and either to offer you the opportunity to keep your booking at the correct price or cancel your booking without liability beyond repayment of any amount paid by you.
  - 3.2 Save as otherwise stated in the Terms, in the event of any new laws or regulations resulting in any additional, or increases to existing, taxes, charges or other fees, we reserve the right to pass on such amounts to you, whether or not your booking has been confirmed.
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### 4 General

- 4.1 The Terms govern your relationship with us.
- 4.2 The Terms do not affect any other legal rights that you may have, about which your local Citizens Advice Bureau can give you help and advice.
- 4.3 Although we can amend and produce a new version of the Terms at any time, each of which cancels, supersedes and replaces all previous versions of the Terms, you and we shall only be bound by the Terms to which you agreed at the time of your booking.
- 4.4 In relation to information, data and descriptions provided via the Website, our services and/or elsewhere, you acknowledge and agree that these:
  - 4.4.1 contain interactive features which can be incomplete or of limited benefit;
  - 4.4.2 do not constitute medical advice or information;
  - 4.4.3 are provided by Imaging Centres and, unless expressly stated otherwise, for illustrative purposes only;
  - 4.4.4 are provided without any liability on our part;
  - 4.4.5 are not warranted to be accurate, complete, true, up to date or available, whether constantly or at all;
  - 4.4.6 should be construed as general only and not as constituting medical advice;
  - 4.4.7 should not be relied upon or used as an alternative to medical advice from a professional healthcare adviser or as a reason for obtaining, ignoring, varying, determining or altering the timing of medical advice or medical treatment.
- 4.5 If you are suffering from any medical condition or if you have any medical queries or concerns you should always seek prompt and appropriate medical advice from qualified healthcare professionals and doctors.
- 4.6 You should always take your Referral, the results of your Scan and any associated report to a GP, specialist doctor or healthcare professional.

### 5 Events Outside Our Control

If an Event Outside Our Control takes place that affects the performance of our obligations under your contract with us:

- 5.1 we shall use reasonable efforts to contact you as soon as possible using the details you provided at the time of booking;
- 5.2 save as otherwise required by law or provided in the Terms, we shall not be liable for any failure to perform, or delay in performance of, any of our obligations under the Terms; and
- 5.3 our obligations under the Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event.

### 6 Our liability

Save as otherwise required by law or provided in the Terms, you acknowledge and agree:

- 6.1 that we act as a booking service as the agent of Imaging Centres;
- 6.2 that we are not responsible for:
  - 6.2.1 checking the Template or any errors or omissions therein;
  - 6.2.2 the provision of any Referral or Scan;
  - 6.2.3 the results of any Referral or Scan;
  - 6.2.4 the quality of any images;
  - 6.2.5 any other detail contained in or omitted from any Referral or Scan; or
  - 6.2.6 any deficiency or error in any report accompanying a Scan.
- 6.3 that we are not, under any circumstances, liable for any act, omission, negligence or failure by or on the part of an Imaging Centre or Health Professional;
- 6.4 that, if we breach the Terms, we will only be liable for any loss or damage you suffer to the extent that it was a direct and foreseeable result of our negligence or breach of the Terms;
- 6.5 that loss or damage is foreseeable if it was a natural consequence of our negligence or breach and if it was contemplated by you and us at the time you entered into the Terms;
- 6.6 that our maximum aggregate liability to you whether in contract or in tort or for breach of statutory duty shall not exceed repayment of any amount paid by you;
- 6.7 that you are at least 18 years of age;
- 6.8 that you have legal capacity to be bound by these Booking Terms and Conditions;
- 6.9 that you have authority to act for or on behalf of, and to bind to any contract, any person included in a booking; and
- 6.10 **that you have placed no reliance on any warranty or representation on our part, whether express or implied.**

### 7 Third party rights

Nothing in the Terms confers any right to enforce any of its terms on any person who is not a party to it.

### 8 Severance

If any court of competent authority finds that any clause of the Terms is invalid, illegal or unenforceable, that clause (or any part thereof found to be invalid, illegal or unenforceable) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other clauses of these Booking Terms and Conditions shall not be affected.

### 9 Applicable Law

The Terms are governed by the laws of England and Wales. The courts of England and Wales will have sole and exclusive jurisdiction.

Please print a copy of these Terms or save them to your computer for future reference.

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