

# Self-Referral Patient Terms and Conditions

Please read the following important terms and conditions which set out the contract between you and Paul Strickland Scanner Centre in relation to the services supplied to you by Paul Strickland Scanner Centre.

This document covers services where you are initiating the Procedure (without a formal GP referral) and are yourself responsible for payment of the associated fees.

## These Terms

These terms and conditions tell you about Paul Strickland Scanner Centre, how we will provide services to you, what to do if there is a problem and other important information. It is important that you read these terms carefully before you attend any appointment for our services.

In these Terms:

- ‘We’, ‘us’, ‘our’, ‘Paul Strickland Scanner Centre’, ‘PSSC’ and ‘The Centre’ means Paul Strickland Scanner Centre, a charity incorporated in England and Wales with company number 2033936 and charity registration number 298867, with its registered office at Mount Vernon Hospital, Rickmansworth Road, Northwood HA6 2RN.
- ‘You’ or ‘your’ means the person using our services.
- ‘Procedure’ means any type of imaging scan or other procedure to be carried out by us in accordance with these Terms.
- ‘Write’ or ‘in writing’ may refer to letters sent by post, emails, or text, using the contact details that have been provided to us.

When we contact you, we may do so in writing or by telephone, whichever is the more appropriate.

Our VAT number is 773 6779 71.

## Terms applicable to all service users

### 1 Our Contract with You

1.1 Our acceptance of your booking will take place when we confirm to you your appointment details, which we will also confirm in writing.

1.2 During the booking process we will confirm the price of your Procedure. You will be required to pay 50% of the total price over the phone at that time. The remaining 50% must be paid on your arrival at the Centre, before proceeding to the scan.

1.3 You may also be required to complete and sign a Patient Safety Questionnaire, which includes a consent form, and/or provide verbal consent.

1.4 The documents listed in clause 1.3 together with these Terms and Conditions, price lists, and medical information published on the website all form part of this contract as though set out in full here.

1.5 A contract will come into existence between you and us when your appointment is booked and both you and we are then legally bound by this contract.

1.6 If we cannot accept your booking, we will contact you and will not charge you in relation to that cancellation. Please note that some of our Procedures and sites have specific restrictions, including in relation to age.

1.7 This contract is only available in English. No other languages will apply to this contract.

## **2 Making changes**

2.1 Please be aware that we may change the services at any time to:

2.1.1 reflect changes in relevant laws and regulatory requirements; and/or

2.1.2 implement minor technical adjustments and improvements.

2.2 These changes will not affect your use of the services.

2.3 We may make more significant changes to the services and/or these terms, but if we do so we will notify you in advance. If you do not accept the changes, you may contact us to end the contract and, if you have already paid but not had your Procedure, receive a full refund before the changes take effect.

## **3 The Services**

3.1 We will supply the services to you on the date of your appointment. We are not responsible for delays or cancellations outside our control ('force majeure'). If our performance, or cancellation, of the services 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. If our performance is affected by an event outside our control then you will have the choice of:

3.1.1 changing your appointment date to an alternative date or time at no extra cost; or

3.1.2 cancelling the services (in which case you will receive a full refund of all payments made for services you have paid for but not received).

3.2 Provided we do this we will not be liable for delays caused by the event. If there is a risk of substantial delay, you may end your contract

with us and receive a refund for any Procedure you have paid for but not received.

## **4 Your privacy and personal information**

4.1 Our Privacy Policy is available on our website at <https://stricklandscanner.org.uk/privacy-policy/>.

4.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be handled in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4.3 We will comply with all applicable laws relating to personal information provided by you to us ("Your Personal Data") or on your behalf at all times including but not limited to the Data Protection Act 2018 and the UK General Data Protection Regulations (UK-GDPR) (together referred to as Data Protection Laws).

4.4 Unless otherwise stated in these terms and conditions, we will only process or procure Your Personal Data for the purposes of carrying out your Procedure (including without limitation the transfer of Your Personal Data to our sub-contractors and third party providers), processing your payment, asking you for feedback, asking you for permission to create a testimonial/case study, and to contact you in relation to the same or similar services provided by the Centre, except where otherwise required by applicable law.

4.5 We may anonymise your Personal Data and then use or share internally or to third parties for research and education purposes. You cannot be identified or traced by anonymised data.

4.6 We will implement and maintain technical and organisational measures to protect Your Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

4.7 In order to provide services to you, we may process and/or transfer and/or otherwise directly or indirectly disclose, Your Personal Data to countries outside the United Kingdom. We will only do this in accordance with Data Protection Laws.

4.8 While we will do everything we can to protect Your Personal Data, Personal Data incidents do sometimes occur. We manage these in accordance with Data Protection Laws and will notify you if required under Data Protection Laws.

4.9 We will retain Your Personal Data in accordance with Data Protection Laws and only for so long as is necessary following your Procedure after which we will dispose of it (and thereafter promptly delete all existing copies of it) securely, except to the extent that any applicable law requires us to store Your Personal Data for a further period. This clause shall survive termination or expiry of this Agreement.

4.10 A Data Protection Officer (DPO) has been appointed who will ensure compliance with the Data Protection Laws. Our Data Protection Officer can be contacted at [dataprotection@stricklandscanner.org.uk](mailto:dataprotection@stricklandscanner.org.uk).

4.11 We will respond to enquiries or complaints regarding your personal data promptly in accordance with all relevant Data Protection Laws.

4.12 Please note that if you have consented for us to process Your Personal Data, you can choose to withdraw this consent at any time by contacting our DPO (see above) by email or post.

## **5 Your Procedure - All Procedures**

5.1 We will only accept applications that meet our criteria, drawn up for your safety and welfare. We will make all reasonable efforts to ensure that these are made clear to you before you begin the application process.

5.2 In most cases you will be required to supply the name and contact details of your GP (NHS or private) so that they can manage any ongoing healthcare needs that may be revealed by the scan. If you do not currently have a GP, we can provide the contact details of a private GP to you, without recommendation.

5.3 We may ask you to complete a Patient Safety Questionnaire when you arrive at the clinic prior to a Procedure. This is to ensure that there are no safety reasons why you should not undertake a Procedure.

5.4 Your Procedure will be carried out by appropriately qualified staff and with reasonable skill and care.

5.5 Following completion of your Procedure, we will arrange for a report of the findings to be prepared. Reports will be prepared by two of our specialist oncology radiologists using the Onco-RADS grading system. This may require up to two weeks.

5.6 The staff performing your diagnostic scan are unable to undertake discussions on scan findings with you.

5.7 After completion of the report, the report and images will be made available to you via an online portal, to be confirmed at the time. We will also send the report to your registered GP to be added to your record.

5.8 If the Procedure should reveal anything that requires medical follow-up, we will notify you that you should contact your GP at your earliest convenience.

### **6 Changes to Appointments (Late arrivals, non-attendance, cancellations and rescheduling)**

6.1 We aim to provide the services to you in a timely manner. To ensure this for all service users, you should arrive at least fifteen (15) minutes before your Appointment Time, as this allows time for the final payment of the Procedure fee, any necessary pre-Procedure checks, completion of consent forms and any other paperwork that might be required and give you time to prepare for the Procedure.

6.2 Late arrival: If you arrive more than fifteen (15) minutes later than your Appointment Time as set out in our letter to you, unless we can accommodate you without any disruption to other service users, we will not be required to carry out your Procedure and you will be charged in accordance with the 'Other Fees' table set out below.

6.3 Non-attendance: If you do not attend your appointment, this is a lost appointment to us and you will be charged for non-attendance in accordance with the 'Other Fees' table set out below.

6.4 In the event that you do not attend any further appointment which you may book, you will also be charged for this. If you do not attend two (2) confirmed appointments with us, we reserve the right to not offer you any further appointments.

### **7 Cancellations & Rescheduling**

7.1 We require at least 48 hours' notice if you wish to cancel and 24 hours if you wish to reschedule. We will do our best to meet a rescheduling request but this cannot be guaranteed.

7.2 Charges for cancellations within 48 hours or changes within 24 hours of your appointment are detailed below.

7.3 To cancel or reschedule an appointment, please telephone 01923 886312 during the Centre's core operating hours (currently Monday to Friday, 08:00-17:00).

7.4 If we end the contract in accordance with these terms and conditions we may charge you the balance of the cost of any Procedure as compensation for the costs we will incur as a result of you breaking the contract.

7.5 If you cancel this contract, and we are required to refund you, we will refund you all payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

### **8 Your Responsibilities**

8.1 Once you have booked your appointment with us, we will send you confirmation of your booking in writing with a patient information pack. The appointment pack will include details of the location, time and date of the appointment, the preparation required, terms

and conditions and, where relevant, a patient safety questionnaire.

8.2 It is your responsibility to inform us if you are someone, whether paid or unpaid, who is primarily providing services either as a sportsperson, or coaching in any capacity, or as a player, at a professional or semi-professional level of sport; or someone who currently derives, who has in the past derived or there is reason to believe that they are seeking in the future to derive, a primary living from playing or coaching sport (excluding where you are playing or coaching as an “amateur” in a charity game or event or non-professional capacity).

8.3 When you arrive for your appointment a member of staff will talk you through the Procedure to be carried out and, where appropriate, will ask you to sign a consent form. If you do not sign it we will be unable to proceed with the services and we may end the contract in accordance these terms and conditions.

8.4 It is your responsibility to answer questions put to you by us or a member of our staff, including while completing the consent form, or any other document, accurately and honestly.

8.5 If you do not complete the above forms or you provide us with any other incomplete or incorrect information, we will be unable to carry out the Procedure and we may end the contract in accordance these terms and conditions.

8.6 You are responsible for your own possessions and should use the lockers, where provided. We suggest that you do not bring any valuables with you to your appointment.

8.7 You are responsible for notifying us of any reason for which you are not eligible for your Procedure prior to the appointment. In the event that you did not notify us of the reason for which you are not eligible for your Procedure prior to the appointment, you will still be required to make the payment in accordance with Clause 7.4 above.

## **9 Our Responsibilities**

9.1 We will carry out the Procedure on the date agreed during booking. The Procedure will be completed as explained to you during the booking process (this will depend on the Procedure booked by you).

9.2 If we decide that you are not eligible for your intended Procedure for any reason you will be notified and told the reason for that.

9.3 We will not be responsible to you for any breach of these Terms and Conditions due to abnormal or unforeseeable circumstances beyond our control (‘force majeure’), the consequences of which would have been unavoidable despite all efforts to the contrary.

9.4 Our services are designed to ensure that the Procedure is as accurate as possible. However, occasionally an inaccurate Procedure result may occur. We shall have no liability for this unless the inaccurate Procedure has resulted from our negligence. Your attention is drawn to Clauses 9.5, 9.6, 9.7, 9.8 and 9.9 below. We try to minimise such inaccurate Procedures by ensuring that regular checks are undertaken on our equipment and processes. However, you acknowledge that all systems and processes do have limitations in relation to their accuracy, sensitivity and scope.

9.5 The results of your Procedure can only reflect your physical condition on the date of the Procedure. We cannot predict any medical conditions which you may develop after the Procedure has been provided or at any time in the future. Furthermore, you acknowledge that the Procedure cannot identify mental illness or other similar conditions.

9.6 We are responsible for any loss or damage to property belonging to you if that arises from our or our employees' negligence. Our liability for such loss or damages shall be subject to a limit of one thousand pounds (£1,000).

9.7 We will not be liable for any further Procedures or information supplied to you by third parties once we have carried out the Procedure, including any third party to whom you are referred by us.

9.8 We will not be responsible to you for any loss or damage which may occur to you resulting from any inaccurate or incorrect answers given in any documents provided by you to us, including any booking form, medical history questionnaire/patient safety questionnaire or any other document relating to your medical history.

9.9 We will not be responsible to you for any loss or damage which may arise due to your failure to comply with the requirements of the consent form or failure to answer any question inaccurately.

9.10 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 during the booking process.

9.11 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 gross negligence or the gross negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Procedure.

9.12 We are not responsible to you for any indirect loss or damage, including costs, expenses or other claims for consequential compensation whatsoever and howsoever caused arising out of or in connection with these terms and conditions.

9.13 We are not responsible to you for business losses. We only carry out the Procedure for domestic and private use. If you use the Procedure for any commercial, business or resale purpose we will have no liability to you for any loss of income, loss of profit, loss of business, business interruption, or loss of business opportunity.

## **10 Prices, Payment & Other Fees**

10.1 The price of the Procedure will be the price set out in the applicable price list in force for your Procedure at the date of your booking, unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of Procedure advised to you are correct, however, we may alter our prices at any time at our sole discretion.

10.2 The price of the Procedure is in Pounds Sterling (£)(GBP) which, unless stated otherwise, includes VAT at the applicable rate.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your booking date and the date we provide the Procedure, we will adjust the rate of VAT that you pay, unless you have already paid for the Procedure in full before the change in the rate of VAT takes effect.

10.3 Payment can, depending on the card issuer, be made by credit card or debit card. Payment may only be made in Pounds Sterling (except by prior arrangement). Your credit card or debit card will be charged when you book your appointment and again upon arrival

10.4 We will do all that we reasonably can to ensure that all the information you give us when paying is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

10.5 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps depending on the card issuer.

**Other Fees**

10.6 In the event that you arrive later than your Appointment Time, you cancel your appointment, you reschedule or you do not attend, please note that we reserve the right to charge the following fees which will be payable by you immediately in the event of such scenario:

Issue	Fee
Late arrival (meaning more than 15 minutes after the Appointment Time in your appointment pack)	Full price of the Procedure
Cancellation on the day of your Appointment	Full price of the Procedure
First time cancellation within 48 hours of your Appointment	50% of the price of the Procedure
Second time cancellation within 48 hours of Appointment Time	Full price of the Procedure
First time rescheduling an appointment less than 24 hours prior to the Appointment Time	No charge.
Second time rescheduling an appointment less than 24 hours prior to the Appointment Time	Full price of the Procedure
Does not attend (DNA)	Full price of the Procedure
Abandoned Procedure (where we are unable to complete a Procedure producing a clear image due to your actions/inaction or refusal)	50% of the Fee.

10.7 Any requests for refunds on cancellation charges should be put in writing and sent to us for our consideration at [privatepatients@stricklandscanner.org.uk](mailto:privatepatients@stricklandscanner.org.uk).

**11 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **12 Feedback & Complaints**

12.1 Our objective is to ensure that you are satisfied in any interaction with the Centre. Unfortunately, problems and misunderstandings do sometimes arise. If you are unhappy at any time with any aspect of our service, or wish to make a suggestion, please let us know as soon as possible.

12.2 You can raise concerns with a member of staff during your visit to the Centre and we will try to resolve your issues at that time. Alternatively, you can write to The Chief Executive Officer, Paul Strickland Scanner Centre, Mount Vernon Hospital, Northwood HA6 2RN, or contact our CEO by email at [contact@stricklandscanner.org.uk](mailto:contact@stricklandscanner.org.uk).

12.3 We will aim to acknowledge your complaint in writing within three working days of receipt, letting you know how it will be handled and the likely timescale for a full response. When we are unable to address your complaint – for example, if it is about hospital-site parking or signage within the NHS hospital – we will pass it on to the relevant organisation and let you know what we have done.

12.4 We aim to provide a full written response within 20 working days of receipt of the complaint. If it is taking longer for us to investigate than we had anticipated, we will let you know. We will try to keep you informed but if, at any stage, you wish to discuss the progress of our investigation, please email [contact@stricklandscanner.org.uk](mailto:contact@stricklandscanner.org.uk) or call on 01923 886310.

12.5 At the end of the investigation we will provide a written response to your complaint. We will let you know the outcome of the investigation and whether any actions or

changes will be made as a result. If you are not satisfied with the response, you may ask for further enquiries to be made in order to address your remaining concerns.

## **13 Law**

These terms and conditions are governed by the laws of England and Wales. If you want to bring court proceedings in relation to this contract, you may bring them in the courts of the part of the United Kingdom in which you live.

**14 Other terms** No one other than a party to this contract (you or us) has any right to enforce any term of this contract.