

**Please read the following important terms and conditions which set out the contract between you and Vista Health in relation to the services supplied to you by Vista Health. Please read these in conjunction with the relevant Vista Health price list and Procedure details.**

### These Terms

These terms and conditions tell you about Vista Health, 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' and 'Vista Health'** means InHealth Limited, a company incorporated in England and Wales with company number 05190234, with its registered office at Beechwood Hall, Kingsmead Road, High Wycombe, HP11 1JL, trading as Vista Health.
- **'You' or 'your'** means the person using our services.
- **'Procedure'** means any scan (including but not limited to MRI, CT, x-ray, ultrasound, DEXA scan, echocardiogram) or other procedure (including but not limited to endoscopy) to be carried out by us in accordance with these Terms.

If we contact you, we will do so by text, telephone, or in writing by e-mail or to your postal address using the contact details which you have provided to us.

Our VAT number is 787424685.

### 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 along with a copy of these terms and conditions.
- 1.2 You may also be required to complete and sign a Patient Safety Questionnaire, which includes a consent form, and/or provide verbal consent.
- 1.3 The documents listed in clauses 1.1 and 1.2 together with these Terms and Conditions and the Price List all form part of this contract as though set out in full here.
- 1.4 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.
- 1.5 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.
- 1.6 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. 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://www.vista-health.co.uk/privacy-policy>.
- 4.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with 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 (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 within our group of companies and, where relevant, 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 within our group of companies, except where otherwise required by applicable law.
- 4.5 We may anonymise your Personal Data and then use, or share within our group of companies or to third parties (including outside of the European Union) for research and education purposes.

- 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 Whilst 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 all 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 percentage of our reports are audited using anonymised data only.
- 4.11 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@inhealthgroup.com](mailto:dataprotection@inhealthgroup.com)
- 4.12 We will respond to enquiries or complaints regarding your personal data promptly in accordance with all relevant Data Protection Laws.
- 4.13 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 sending an e-mail to our DPO (see above) or by phone.

## 5 Your Procedure - All Procedures

- 5.1 We will only (excluding Self-Referral Service Users) accept your request for an appointment on the basis that you have been referred by a clinician or allied health professional. For the purpose of your contract with us, a clinician or allied health professional might be any of the following: GP, Consultant and Physiotherapist. Other allied health professionals may be considered at our discretion with evidence of the appropriate clinical support. We reserve the right to reject clinically inappropriate referrals.
- 5.2 We will offer you a range of appointment options at centres conveniently situated across England, Wales and Scotland (where available).
- 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. In most cases the reporter is an appropriately qualified external

specialist, such as a radiologist, and they are clinically responsible for the accuracy of the report. We are not clinically responsible for the accuracy of reports unless the reporter is employed by us or any of our group companies.

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

## 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. In order to ensure this for all service users, you should arrive at least fifteen (15) minutes before your Appointment Time, as this allows time for any 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 ten (10) 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 0333 200 2064 and speak to a member of our team (Call Centre hours: Monday to Friday 08.00 – 20:00, Saturdays 0800 – 13:00 and Sunday 09:00- 13:00)
- 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 an appointment 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 whilst 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, 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 re-sale 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 UK Sterling. Your credit card or debit card will be charged when you book your appointment. We do not accept cash.
- 10.4 We will do all that we reasonably can to ensure that all of 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 10 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 Fee
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 for cancelled Procedure, only charge for new appointment

Issue	Fee
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 if you do not rebook. If you rebook for the open scanner, you will pay the additional amount required for this Procedure.

- 10.7 Any requests for refunds on cancellation charges should be put in writing and sent to us for our consideration at [booking@vista-health.co.uk](mailto:booking@vista-health.co.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 with the Procedure. Unfortunately, problems and misunderstandings do sometimes arise. If you are unhappy at any time with any aspect of the Procedure or wish to make a suggestion, please contact us to receive a copy of our feedback form.
- 12.2 If you are unhappy with our service to you please contact us as soon as possible. If the problem is not resolved to your satisfaction then please contact [prc.complaints@inhealthgroup.com](mailto:prc.complaints@inhealthgroup.com)
- 12.3 We will aim to acknowledge your complaint in writing within three working days of receipt. Where a complaint is made by telephone or in person, we will acknowledge this contact and the detail discussed within the same timescale. The most appropriate Complaints Handler will be nominated according to the content of your complaint with appropriate support from Senior Managers, the Governance Team, Chief Medical Officer or other relevant staff.
- 12.4 We aim to provide a full written response within 20 working days of receipt of the complaint. The response to your complaint will be sent to you by the Complaint Handler. In some cases we will be unable to complete the investigation within 20 working days. If this applies we will keep you informed, but if you wish to discuss the progress of our investigation at any stage, please contact [prc.complaints@inhealthgroup.com](mailto:prc.complaints@inhealthgroup.com) or call on 0333 202 3189.
- 12.5 If you are not satisfied with the complaint handler's response you may ask the Complaint Handler to make further enquiries in order to address your remaining concerns or ask for the complaint to be escalated to the Chief Executive Officer for investigation. The Chief Executive Officer will appoint an appropriate Director to undertake a review of your complaint.

12.6 In the event that you are not satisfied with how we have dealt with your complaint and you wish to enter into alternative dispute resolution (a process by which an independent body considers the facts of a dispute and seeks to resolve it without you having to go to court), you may wish to contact the Independent Sector Complaints Adjudication Service. A request for external adjudication should be made within six months of receiving the final response. The external adjudicator cannot award compensation nor provide legal advice.

### 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.

## Schedule 1 – Additional Terms

**1. The Additional Terms set out below are always subject to the requirement that any findings within a report deemed by us to be ‘Urgent’ must be discussed with the clinical referrer (Vista Health GP or NHS GP if Self-Referral) before the report is provided to you).**

**2. Additional Terms – if you are a Self-Pay service user (you have been referred by a referring clinician and you will pay)**

2.1 The price of your Procedure will be confirmed at the time of booking. Full payment is required before your Procedure. Payment for your Procedure can be made over the phone via our secure payment system.

2.2 If you request one, you will be provided with an e-mail receipt once payment is complete.

2.3 If images are produced as a result of your Procedure (excluding echocardiogram), these will be provided to you via an online portal and your report will be sent to your referring clinician or your NHS GP if you self-referred.

**3. Additional Terms – if you have been referred by a Medico-Legal representative (you have been referred by solicitors e.g. in relation to existing or potential claim)**

3.1 In the event that you have been referred via a solicitor or medicolegal professional, please check that payment for your Procedure will be covered by that organisation. In the event that your Procedure is not being paid for or covered by your referrer you acknowledge that you will be liable for payment of the Fees.

3.2 If images or a report are produced as a result of your Procedure (excluding echocardiogram), these will be provided to your medico-legal referrer.

**4. Additional Terms – if you been referred by a Private Company (you have been referred by a referring clinician and referring clinician will pay)**

4.1 In the event that you have been referred via a private company, please check that payment for your Procedure will be covered by your referrer. In the event that your Procedure is not being paid for or covered by your referrer you acknowledge that you will be liable for payment of the Fees.

4.2 If images are produced as a result of your Procedure (excluding echocardiogram), these will be provided to you via an online portal and provided separately, along

with any report, by the same or other means to your referrer.

**5. Additional Terms – if you have been referred for an Endoscopy procedure, which may include Colonoscopy, Gastroscopy, Flexible Sigmoidoscopy, Combined Upper and Lower, Banding of Haemorrhoids**

5.1 It is your responsibility to read the procedure-specific instruction notes enclosed with your appointment pack (including information about sedation and preparation) and to complete and bring to your procedure the relevant forms.

5.2 If you have diabetes, it is your responsibility to read the information and instructions relating to insulin and medication, as enclosed with your appointment pack as you may not be eligible for the procedure and/or the procedure may not be suitable for you. If you have any queries about your eligibility, please do contact us.

5.3 If a report is produced as a result of your Procedure, this will be explained to you on the day of your Procedure. Any histology report(s) produced will be sent to your GP.

5.4 In the event of onward referral to a hospital following your Procedure, if we are requested to we will share images, report and histology report(s) to the relevant team at the hospital.

**6. Additional Terms – if you have Private Medical Insurance**

6.1 If images are produced as a result of your Procedure (excluding echocardiogram), these will be provided to you via an online portal, along with a report, provided separately by the same or other means to your referrer. We have agreed rates with most insurance companies. If your Procedure is being funded by medical insurance, please check the terms and conditions of your policy with your medical insurer. In the event that your Procedure is not being paid for or covered by your Private Medical Insurance you acknowledge that you will be liable for payment of the Fees (including excess).

6.2 It is your responsibility to confirm with your insurer in advance of your appointment with us that your Procedure is covered by your insurance policy. We will not enter into correspondence with a private medical insurer in the event that you subsequently claim the cost of the Procedure from such insurer.

6.3 If you are covered by insurance, in order to secure an appointment, we must always be provided with the

## General Patient Terms and Conditions

- following: the name of your insurer, your Pre-authorisation Number and your Membership Number.
- 6.4 Provided that you have provided us and your insurer with all necessary information, we will process the insurance claim for your Procedure with your insurer. If you do not provide us with all necessary information required to process your claim, you must pay for your Procedure.
  - 6.5 In the event that we process your claim and your insurer pays us directly, the rate agreed with your insurer will apply to your Procedure.
  - 6.6 In the event that your insurer fails to settle our invoices (or any part of them) within the due date for that invoice, we will assume that the outstanding amount (which is usually the excess which is not covered by your insurer) will not be paid by your insurer and we will invoice you directly and you will be required to pay the invoice yourself.
  - 6.7 In the event that your insurer does not cover all aspects of your Procedure and/or any expenses, we will invoice you directly and you will be required to pay the invoice yourself.
  7. **Additional Terms - Self-Referral (you have referred yourself without a clinical referral and you will pay)**
  - 7.1 **These Terms and Conditions should be read in conjunction with the Self-Referral – Patient Information form** (completed online or over the phone with the call handler at the time of making the booking, and attached to these Terms and Conditions) **and you agree that the relevant Self-Referral – Patient Information form forms part of your Contract with Us.**
  - 7.2 The price of your Procedure will be confirmed at the time of booking. Full payment is required before your Procedure. Payment for your Procedure can be made over the phone via our secure payment system.
  - 7.3 You will be provided with an e-mail receipt (or paper receipt on request) once payment is complete.
  - 7.4 If images are produced as a result of your Procedure (excluding echocardiogram), these will be provided to you via an online portal alongside a copy of your report if there are no urgent findings. A copy of your report will be provided separately by the same or other means to your GP with your consent as part of the self-referral process. If there are findings requiring urgent action then you may be offered a virtual appointment with one of our Vista Health GPs to explain these findings and onward management steps ahead of the report being released to you. You and your GP will receive a consultation summary following the Vista Health GP consultation. If you are unable to see a Vista Health GP, we will send this report to your GP to discuss with you. Reports with urgent findings cannot be released to a patient without discussion with a GP or responsible clinician.