



## Heart Echo Scan T&Cs

### TOMORROW CARDIOVASCULAR HEART ECHO SCAN TERMS AND CONDITIONS

#### 1.

##### 1. TERMS

1.1 This Agreement sets out the terms on which the Company provides the Services to the Customer.

1.2 The Customer should read these terms carefully before confirming their acceptance and deciding to proceed with the Agreement to purchase the Services. These terms set out who the Company is, how it will provide the Services, how it may change or end the Agreement, what to do if there is a problem and other important information for the Customer. If the Customer feels that there is a mistake in these terms he should contact the Company to discuss their concerns.

##### 2. THE COMPANY

2.1 The Company is Tomorrow Cardiovascular Limited (a company registered in England with company number 10986392) of C/O Wyatt Morris Golland Ltd Park House, 200 Drake Street, Rochdale, England, OL16 1PJ.

2.2 If the Customer has to contact the Company he may do so by telephoning the customer service team on the number shown on the Company's website or writing to the Company at the address set out in clause 3.1.

2.3 In the event that the Company needs to contact the Customer, the Company will do so by telephone or in writing (including email) to the number and address provided by the Customer.

##### 3. DEFINITIONS AND INTERPRETATION

3.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

3.2 In this Agreement all references to the singular include references to the plural and all references to the masculine include references to the feminine and neuter.

3.3 In these terms, any use of the words, "writing" or "written" includes emails.

'Fees' means the fee stipulated in the Form.

'Form' means the form signed by the Customer and the Company which sets out the identities parties, the duration of this



Agreement, the Fees and other information to which this Schedule is attached.

'Services' means the services to be provided by the Company to the Customer in consideration for the payment of the Fees and as described in clause 7.

#### 4. FEES

4.1 The total Fees payable for the services are £699

4.2 The Customer shall pay the Fees as follows: The total fee of £699 in full

4.3 Where the Customer is transferring from another product the total fees above will be adjusted based on what has already paid, but the total sum owed will be no less than the fee as described in item 4.1.

4.4 If the position (both in relation to the imposition of VAT and any rate) on VAT applicable to the Services changes before the Services are provided the Company will adjust Fee that the Customer pays to reflect those changes unless the Customer has already paid for the Services in full before the change in the position or rate of VAT (as the case may be) takes effect.

4.5 Any discount is applied at the discretion of the company and will adjust the total fee payable as described in item 4.1

#### 5. SERVICES

5.1 In consideration for the payment, by the Customer, of the Fees, the Company will provide the following services:

(i) echocardiogram, resting ECG, a specialist doctor-led consultation, written electronic personalised report.

(ii) The Company will use reasonable endeavours to reply to a Customer's email within 7 working days but the Customer acknowledges and accepts that at times the Company may take longer than 7 days to reply especially if the query is a complex one as determined by the Company in its sole discretion. Where this occurs the Company will inform the Customer of the fact of the delay, the reasons for the delay and the date by which the Company will reply.

5.2 Company is of the view that the Customer should be referred to another professional adviser, the Company may recommend such a professional adviser but the fees charged by the professional adviser will be paid by the Customer and the Company does not warrant or represent the quality of the services provided by such a

professional adviser.

5.3 Any report produced by the Company in the delivery of the Services will be provided to the Customer at the address and/or email provided. In the event that the Customer requires the Company to send the reports to any third party (including the Customer's general practitioner), if the Customer must sign a form of authority provided by the Company. The Company reserves the right to refuse to send the reports to anyone other than the Customer.

## 6. CHANGES TO THE SERVICES OR THESE TERMS

6.1 The Company reserves the right to modify the Services provided under this Agreement:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

6.2 The Company, may make changes to the Services for reasons other than those set out in clause 9.1 but when doing so it will provide Customer with at least 60 days prior written notice of the changes. The Company will ensure that any modified Services provided hereunder will be equivalent in terms of quality and monetary value of those which they replace.

6.3 In the event that the Company notifies the Customer under clause 9.2 of a proposed change to the Services, the Customer may terminate this Agreement and upon giving 30 days' notice (by telephone or in writing) and will receive a full refund of any fees that have been paid in advance of the date of termination for Services paid for but will not be provided after the date of termination.

## 7. CANCELLATION OR CHANGE OF APPOINTMENT BY THE CUSTOMER

7.1 Cancellation or change of an appointment must be notified by the Customer to the Company with a minimum of 48 hours notice. If the appointment is cancelled or changed within 48 hours of the appointment or if the Customer doesn't attend for any reason the appointment will be lost, cannot be re-arranged and a "Cancellation Fee" of £100 will be charged.

## 8. DELAYS

8.1 The Company is not responsible for delays outside its control. If the Company's performance of the Services is affected by an event outside its control the Company will contact the Customer as soon as possible to inform the Customer. The Company will take

steps to minimise the effect of the delay. Provided that the Company complies with its obligations under this clause 11.1 it will not be liable for delays caused by the event. If there is a risk of substantial delay the Customer may contact the Company and terminate this Agreement and receive a refund for any Services he has paid for but not received.

8.2 If the Customer fails to provide information or authorisations asked for by the Company in order for it to provide the Services or if the Customer fails to attend any appointment with the Company, the Company will not be responsible for any delay or failure to provide the Services. In these circumstances the Company reserves the right to charge the Customer an additional reasonable charges for providing the Services late to compensate it for any extra work that the Company is required to do to deliver the Services.

8.3 The Company may suspend the Services:

(i) to update the Services to reflect changes in relevant laws and regulatory requirements;

(ii) to make changes to the Services requested by the Customer or notified by the Company to the Customer; or

(iii) in the event of non-payment of the Fees.

8.4 In the event that the Company has to suspend the Services the Company will contact the Customer in advance to inform him that it will do so.

8.5 In the event that the Company suspends the Services due to events in clause 11.3 (i) or

(ii) for more than 90 days:

(i) the Company will adjust the Fees so that the Customer does not have to pay for Services while they are suspended; and

(ii) the Customer may terminate this Agreement by contacting the Company and the Company will refund any sums that the Customer has paid in advance for the Service not provided.

8.6 In the event that the Company suspends the Services due to non-payment of Fees (that is, under clause 11.3(iii)) the Company will contact the Customer will write to the Customer and inform him that if the outstanding Fees are paid within 30 days the Company will suspend the

Services. The Company will not suspend the Services where the Customer disputes the unpaid Fees. The Company also reserves the right, in these circumstances, to charge interest on the overdue payments.

## 9. LIMITATION OF LIABILITY

9.1 The Customer acknowledges and accepts that:

- (i) the nature of the Services being provided is not without risk; and
- (ii) although the Company will explain the risks associated with the use of the Services and the activities that the Customer will be required to undertake as part of the assessment procedures the Customer is responsible for understanding the risks before consenting to the activities that he will be required to undertake.

9.2 If the Company fails to comply with the terms of this Agreement, the Company will be responsible to the Customer for foreseeable loss and damage caused by the Company breaking this Agreement or failing to provide the Services with reasonable care and skill.

9.3 The Company is 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 Agreement was made, both the Company and the Customer knew it might happen, for example, if the Customer discussed it with the Company during the sales process,

9.4 The Company does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Customer's legal rights in relation to the Service including the right to receive services which are supplied with reasonable skill and care.

9.5 If the Company provides services in the Customer's property, the Company will make good any damage to the Customer's property caused by the Company while doing so. However, the Company is not responsible for the cost of repairing any pre-existing faults or damage to the Customer's property that the Company discovers while providing the Services.

9.6 The Company is not liable for business losses. The Customer is

receiving the Services as a consumer and the Company only supplies the Service for the Customer's domestic and private use. If the Customer uses the Services for any commercial, business or re-sale purposes the Company will have no liability to the Customer for any loss of profit, loss of business, business interruption or loss of business opportunity.

## 10. CONDUCT

### Customer

10.1 The Customer must use the Services in accordance with the advice provided by any

representative of the Company and any notices displayed.

10.2 The Customer is required to behave in a reasonable and courteous manner when attending the Company's premises. The Company may refuse to provide the Service and/or terminate this Agreement in the event that the Company is of the reasonable opinion that the Customer has acted in a manner which is detrimental to the welfare or reputation of the Company, its employees or subcontractors. If the Company terminates this Agreement in exercise of its rights under this clause, the Company shall retain all monies paid by the Customer up to and including the date of termination.

### Company

10.3 If the Customer has any questions or complaints about the Services, any Company employee or subcontractor, the Customer should contact the Company by telephone or in writing the details of the telephone number and address are those on the Company's website.

## 11. PERSONAL DATA

11.1 The Company will process the Customer's personal data in accordance with the Company's Privacy Policy which can be found at

- <https://www.tomorrowscreening.com/privacy-and-cookie-policy>

11.2 The Customer consents to the Company sharing the Customer's personal data with third parties for the provision of the Services. This includes:

- (i) to allow the Company to collect payments from the Customer;
- (ii) to instruct third parties to recover unpaid Fees from the Customer;

(iii) to assign any debt owed to the Company by the Customer; and

(iv) to obtain information from a credit reference agency in circumstances where the Company provides credit to the Customer.

## 12. MISCELLANEOUS

12.1 The Customer is responsible for informing the Company for any change in their personal details or health.

12.2 The Company may transfer its rights and obligations under this Agreement to another organisation. The Company will inform the Customer if it intends to transfer and it will ensure that the transfer does not affect the Customers rights under this Agreement. If the Customer does not agree to the Services being provided by another person after the proposed transfer, the Customer may inform the Company to end this Agreement in 30 days of the Company informing the Customer of the transfer and the Company will refund to the Customer any payments that he has made in advance for Services not provided.

12.3 This Agreement is between the Customer and the Company. No other person shall have any rights to enforce any of its terms.

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

12.5 If the Company does not insist immediately that the Customer does anything that the Customer is required to do under this Agreement or if the Company delays in taking steps against the Customer in respect of him breaking this Agreement that will not mean that the Customer does not have to do those things or prevent the Company from taking steps against the Customer at a later date. For example, if the Customer misses a payment and the Company does not chase it but continues to provide the Services, the Company may still require the Customer to make the payment at a later date.

12.6 This Agreement is subject to English law and the courts of England and Wales shall have the exclusive jurisdiction to determine any dispute arising hereunder.