

Terms and Conditions of Service

Contract Formation

This contract is between (1) First Glance Diagnostic Ultrasound Limited and (2) you, the customer.

By booking and attending an appointment, you agree to these terms and conditions. These conditions do not affect your statutory rights.

General Terms

Age and Eligibility

- Our services are provided to patients aged 18 and over.
- We do not provide ultrasound services to patients under the age of 16.
- Patients aged 16 and 17 may access services where they are assessed as having capacity to consent to their own care in accordance with the Mental Capacity Act 2005.

Where a patient aged 16 or 17 attends:

- They are presumed to have capacity to consent to their own examination
- Parental or guardian consent is not required where the young person has capacity
- We recommend that a responsible adult attends for support where appropriate, but this is not a legal requirement
- If there is doubt regarding capacity, the appointment may be postponed until a safe and appropriate decision can be made

Consent

- All ultrasound examinations are carried out with your informed consent by appropriately qualified and registered sonographers.
- Consent is an ongoing process and will be confirmed:
 - Prior to the examination

- o Immediately before the scan
 - o During the procedure where required
- You have the right to withdraw consent at any time. If consent is withdrawn, the procedure will stop immediately. This may limit the information that can be obtained.

Personal Photography and Recording

- Personal photography, video recording, or audio recording during ultrasound examinations is not permitted within the clinic.

Personal Information

- We are committed to protecting your personal data in accordance with UK data protection law and the UK General Data Protection Regulation.
- Your personal data will be processed only for the purposes of delivering safe and effective care and will be retained in line with legal and regulatory requirements.
- Further information is available upon request.

Booking and Purchases

- A contract is formed when payment is received and your booking is confirmed.
- You are responsible for ensuring that all information provided at the time of booking is accurate and complete.
- If we are unable to accept your booking, we will inform you and issue a refund where applicable.

Payment Terms

- No booking is confirmed until a payment has been made and you receive a confirmation email/letter.
- Additional items may be purchased at the clinic on the day of your appointment.
- Payments may be made online or in clinic using accepted payment methods.

Cancellations and Changes

- You may cancel your appointment at any time prior to the service being provided.

- Refund eligibility will depend on the timing of cancellation and the circumstances.
- We will make reasonable efforts to accommodate requests to change appointments, although this cannot be guaranteed.
- We reserve the right to cancel or suspend services where:
 - Payment has not been received
 - Required information has not been provided
 - There are concerns regarding consent, capacity, or safety

Delays

- We will make reasonable efforts to ensure that appointments run on time.
- Where delays occur due to circumstances beyond our control, we will inform you as soon as possible.
- You may cancel and request a refund for services not yet provided where delays are significant.

Intellectual Property

- All images and reports produced remain the property of First Glance Diagnostic Ultrasound Limited.
- You will be provided with copies for personal use but do not obtain ownership of the original data.

Liability

- We are not responsible for loss or damage to personal belongings while on our premises.
- Our liability is limited to losses arising directly from our failure to provide services with reasonable care and skill.
- We are not liable for indirect or consequential losses.
- Nothing in these terms excludes liability where it would be unlawful to do so.

Obstetric Ultrasound

Nature of Service

- All obstetric scans are diagnostic and are performed by qualified and registered sonographers.
- The purpose of the scan is to assess aspects of your pregnancy at the time of examination. This may include:
 - Fetal number and location
 - Fetal measurements and development
 - Placental position
 - General assessment of fetal wellbeing
- Findings will be explained to you where appropriate. Where clinically indicated and with your consent, results may be shared with relevant NHS services.
- You are responsible for ensuring appropriate follow up with your NHS provider.

Medical Information

- To provide our services safely, we require you to give accurate and complete information about your medical history, including your pregnancy history and any relevant symptoms or conditions.
- We do not require you to bring NHS or hospital records to your appointment. However, you must ensure that the information you provide is accurate and complete to the best of your knowledge.
- If you are currently under the care of another healthcare provider or have ongoing treatment, you should inform us so that we can determine whether the scan is appropriate and whether further referral may be required.
- Our scans are not a substitute for NHS antenatal care, and you must continue to attend all NHS appointments.

Method of Examination

- Scans are usually performed transabdominally.
- In some cases, a transvaginal scan may be clinically appropriate. This will be explained and only performed with your explicit consent.
- You have the right to decline any part of the examination, however this may limit the accuracy or completeness of the findings.
- A chaperone will be available for intimate examinations.

Limitations of Ultrasound

- You understand that ultrasound imaging has inherent limitations.
- Image quality and findings may be affected by factors outside our control including, but not limited to, fetal position, gestation, patient body habitus and overlying bowel gas.
- Not all abnormalities can be detected.
- Any limitations will be documented in your report.
- We cannot guarantee the accuracy of fetal sex identification.

Gynaecology Ultrasound

Nature of Service

- Gynaecology scans assess pelvic anatomy including the uterus, endometrium, ovaries, and adnexa where possible.
- A report will be provided following the scan.
- Where clinically indicated and with your consent, results may be shared with your GP or NHS provider.
- You are responsible for seeking appropriate follow up care.

Medical Information

- You must provide accurate medical history including menstrual and surgical history.
- Our service provides a diagnostic overview and does not replace comprehensive medical assessment or NHS services.

Method of Examination

- You may be offered a transvaginal ultrasound where clinically appropriate.
- This will be explained and performed only with your consent.
- You may decline this examination, however this may limit diagnostic accuracy.
- A chaperone will be available.

Limitations

- You acknowledge that not all anatomy may be visualised.
- Diagnostic limitations will be documented.
- We are not liable for limitations inherent to ultrasound imaging.

Safeguarding and Consent Limitations

We reserve the right to refuse or stop a scan where:

- Valid consent is not obtained
- Capacity cannot be confirmed
- There are safeguarding concerns
- Continuing would pose a risk to the patient or staff

Post Examination

- You will receive a report relevant to the type of scan performed.
- Additional items may be purchased where available.

Relationship with NHS and Clinical Responsibility

- First Glance Diagnostic Ultrasound Limited is an independent provider and is not part of the National Health Service.
- The services provided are private diagnostic ultrasound examinations and do not replace NHS care, screening programmes, or clinical management.
- We do not have access to your NHS medical records and do not routinely share your information, images, or reports with the NHS.
- You remain under the care of your NHS provider or GP and are responsible for:
 - o Attending all scheduled NHS appointments
 - o Following any advice or treatment provided by your NHS care team
 - o Ensuring that any recommended follow up identified during your scan is acted upon
- Where clinically appropriate, and with your consent, we may:

- o Advise you to contact your NHS provider
 - o Provide you with a report to share with your NHS team
 - o Contact your GP, midwife, or NHS service directly in cases of urgent or significant clinical concern
- While we will act appropriately in the event of significant findings, First Glance Diagnostic Ultrasound Limited does not assume responsibility for ongoing clinical management, diagnosis, or follow up care.
- Failure to seek appropriate follow up care may affect your ongoing health and outcomes.

Complaints

- If you have any concerns or complaints, please contact us directly via email or in person.
- We will aim to resolve issues promptly in accordance with our Complaints Policy.

Legal Rights

- Nothing in these terms affects your statutory rights under consumer protection law.
- Services will be provided with reasonable care and skill in accordance with applicable legal and professional standards.