



Terms and Conditions for the provision of our Services

Version 0.1

1 May 2021

These terms and conditions (the “Terms”) set out the basis on which you will be provided Services at the Clinic. Please ensure that you read them carefully and contact us if there is anything you would like explained further before you sign your registration form.

In particular, please ensure you have read:

- The Terms in relation to our charges carefully. Many of our prices are published on our website, however, if you want to check the cost of any treatment or services, please contact us.
- The sections in these Terms about our Consultants. Whether or not the Consultants are employed by Venturi, a locum agency (or similar) or self-employed, Consultants involved in the provision of treatment and services to you are independent practitioners. Accordingly, Venturi will not be liable for any act or omission of a Consultant and the Consultant shall be responsible for the Services he or she provides you. To the extent Venturi process invoices in relation to Consultant’s Fees this is solely in our capacity as collection agent on behalf of the Consultant.

Capitalised terms used in these Terms have the meaning given to them in the [glossary](#).

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Glossary

1. Insured Patients

This section applies to Insured Patients.

- 1.1. You will remain responsible at all times for the payment of the Fees in relation to the Services and you agree to pay the Fees to Venturi in accordance with these Terms.
- 1.2. Notwithstanding the provisions of paragraph 1.1 above, where you have private medical insurance:
 - 1.2.1. we will, where possible, process the insurance claim for the Services with your insurer, provided you have given us and your insurer all the information we and your insurer need to do so. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for the Services, as set out in paragraph 1.2.3 below;
 - 1.2.2. where we process your insurance claim and your insurer pays us direct, the rate agreed between Venturi and your insurer (rather than the Venturi Standard Rates) will apply to the provision of the Services;
 - 1.2.3. if your insurer fails to settle our invoices (or any part of them) within 30 days of the date of issue we will investigate and if the outstanding amount will not be paid by your insurer we may invoice you directly or debit the relevant balance from your credit or debit cards in accordance with the process set out in paragraph 4.3 below (as relevant); and
 - 1.2.4. if we invoice you for the Services or an element of them, you agree to pay us the amount invoiced within the time limits set out therein. If you do not think that we have invoiced you correctly, please let us know as soon as possible so we can deal with any mistake or misunderstanding. In any event, this must be done within 30 days of the invoice.
- 1.3. It is your personal responsibility to confirm with your insurer in advance that the Services are covered by your insurance policy. Venturi is not permitted to and will not obtain any such confirmation on your behalf. When you attend the Clinic for your appointment, if you want to check with your insurer whether any aspect of the Services is covered by your insurance policy, we will give you access to a telephone so you can contact your insurer. Venturi will not be responsible for any shortfall in cover.
- 1.4. Please note that some insurers have policies and guidelines which may not match the professional medical opinion of the Consultants, nursing staff, technicians and other medical professionals providing the Services. In some cases, this can mean that your insurer may not pay for certain parts of the Services you receive, and you will be required to pay for that part of the Services. In particular you should note that treatment for complications may in some cases not be covered by insurance and in such cases, you agree to cover the cost of the Services as set out in paragraph 1.2.3 above.
- 1.5. Please note that your insurance policy may not cover the cost of Miscellaneous Items involved or required in the provision of the Services to you or as a result of a diagnosis given to you. You will be required to pay for any such items not reimbursed by your insurers.

- 1.6. If you pay for your treatment and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and Venturi, the Venturi Standard Rates will apply to the Services. The insurance company may not agree to reimburse the full amount of the fees claimed for.
- 1.7. If no rate has been agreed between Venturi and your insurer in respect of the Services, the Venturi Standard Rates will apply to the Services. The insurance company may not agree to reimburse the full amount of the fees claimed for.

2. Self-Pay Patients

This section applies to Self-Pay Patients.

- 2.1. The Services are charged at Venturi Standard Rates and you shall be fully responsible for the payment of the Fee in accordance with these Terms.
- 2.2. Prior to booking your appointment at the Clinic you will be given an estimate of the costs for the Services. Please note that it is not always possible to give an exact estimate for the Services you receive at the Clinic and the total cost may depend on a number of factors, including any other conditions you may have or any diagnostic tests or imaging you agree with the Consultant to undertake during your appointment or in a subsequent appointment. Venturi will always try to provide an accurate estimate and if the cost of the Services is likely to exceed this estimate we shall use all reasonable endeavours to notify you as soon as possible. You are responsible for the payment of all Services you receive at the Clinic, including any Miscellaneous Items.
- 2.3. Unless otherwise agreed with Venturi, you will need to pay for the Services prior to or on the day you attend the Clinic.
- 2.4. In the event you have not paid for the Services before you leave the Clinic, you agree that we may debit the outstanding balance from your credit/debit card, in accordance with paragraph 4.3 below.

3. NHS Patients

This section applies to NHS Patients.

- 3.1. If you are an NHS Patient, the costs of the Services and all Consultant fees are paid by the NHS. However, the NHS does not pay for Miscellaneous Items which you agree to pay for.

4. All Private Patients

This section applies to all Private Patients

- 4.1. **Consultants (your attention is particularly drawn to this paragraph):**
 - 4.1.1. While at the Clinic, you will be under the care of the Consultant you have been referred to or (where relevant) you have chosen to see.

- 4.1.2. The Consultant(s) may, as they deem appropriate, involve other Consultants, medical practitioners, technicians and other Venturi employees in the provision of the Services.
- 4.1.3. Any Venturi staff, technicians, nurses, employees or other such personnel involved in the provision of the Services do so under the Consultant's instructions.
- 4.1.4. Consultants involved in the provision of the Services are independent practitioners whether or not they are employees of Venturi. Accordingly, Venturi will not be liable for any act or omission of a Consultant (or any company, entity or partnership that employs or engages the Consultants).
- 4.1.5. The Consultant will be responsible for the Services he or she gives you.
- 4.2. **Consultant Fees (your attention is particularly drawn to this paragraph)**
 - 4.2.1. The Fees of the Consultant in relation to the provision of the Services may be charged to you either:
 - 4.2.1.1. directly by the Consultant; or
 - 4.2.1.2. by Venturi.
 - 4.2.2. To the extent the Consultant Fees are being charged directly by Venturi, these Fees will be itemised on the invoice or invoiced separately to the other Fees payable in respect of the Services. In such instance Venturi are acting solely as collection agent on behalf of the Consultant. This means that if we issue invoices on the Consultant's behalf and/or collect then pass on the Fees due to the Consultant, this is merely for the administrative convenience of all parties.
- 4.3. **Credit/Debit Card:**
 - 4.3.1. Self-Pay Patients are responsible for settling the cost of the Services before your appointment and, if additional Services have been undertaken during your appointment to those originally booked or requested, prior to leaving the Clinic on the date of your appointment.
 - 4.3.2. All Private Patients will be required to provide their credit or debit card details when they come into the Clinic or when making an appointment. We will keep these details until the costs for the Services including any Miscellaneous Items have been paid in full either by your insurer or yourself.
 - 4.3.3. If for any reason the Fees have not been paid in full either:
 - 4.3.3.1. for Self-Pay Patients, before you leave the Clinic; or
 - 4.3.3.2. for all other Insured Patients, by the date falling 60 days from the date the Services were provided,you agree that we can debit the outstanding balance from your card.

5. Overseas Patients

This section applies to all Overseas Patients

- 5.1. All Overseas Patients will be liable to pay charges if you require NHS treatment whilst in the UK, whether related to the Services at Venturi or not.

- 5.2. By signing the Registration Form and agreeing to these Terms you confirm that you have all the necessary permissions to enter the UK and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for the Services. Venturi is entitled to contact the Home Office or UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your permission to enter or remain in the UK in connection with the Services.

6.Imaging Terms and Conditions

This section applies to all Patients.

- 6.1. The Services provided by Venturi include the provision of Computed Tomography (CT) imaging.
- 6.2. Venturi take all CT images using its own equipment.
- 6.3. The images are sent securely to Consultant Radiologist(s) to report on. The Radiologists are not employed by Venturi and are either contracted directly by Venturi or through an intermediary.
- 6.4. Venturi ensures that all Consultant Radiologists engaged in the provision of the Services are regulated by the GMC and follow a strict quality assurance process.
- 6.5. When you receive your report, it will state the name of the Consultant Radiologist and their GMC registration number.
- 6.6. Imaging is a diagnostic tool often used to exclude pathology. All diagnostic tools have advantages, disadvantages and limitations. Depending on your particular case, further assessment, diagnostic or intervention may be required. This can be explained by a trained medical professional or the referring clinician. Please request any further information before booking your scan. Only clinicians are able to offer clinical questions and clarifications. Our administrative team cannot answer clinical questions.
- 6.7. Diagnostic scans and subsequent Radiologist reporting focus on the areas that you and your referring clinician have requested during the referral process or which you and the Consultant have discussed during your appointment at the Clinic. In order to provide an accurate report to you, it is important that all relevant and necessary medical history, symptoms and desired outcomes are disclosed to Venturi in advance of your referral for the scan. Once a referral has been produced and accepted by the Radiographer, it can only be amended by a suitably qualified professional. The Radiographer cannot make these amendments himself/herself.
- 6.8. The timing of the radiologist report will depend on the particular imaging Service being delivered. Where technically practicable Venturi will always aim to make you aware of the relevant timeframes. Any delays in the reporting process do not mean that abnormal pathology has been detected.

7.Online Booking Terms and Conditions

This section applies to all Private Patients.

- 7.1. To book an appointment with a Consultant you must be 18 years of age or older and only be booking an appointment for yourself, not on behalf of anyone else.
- 7.2. If you are a Self-Pay Patient, the price will be displayed once you have selected a package type, appointment date and time. By booking an appointment, you agree to pay the fee shown.
- 7.3. If you are an Insured Patient, you will need your insurance membership number and authorisation code for treatment to complete the booking. Please contact your insurer directly if you have any questions. You can check our list of insurers on www.venturicardiology.com in advance to make sure you can book online.
- 7.4. Please note, as an Insured Patient, it is your responsibility to check the level of cover and confirm with your insurer that your treatment at Venturi is covered by your policy. This includes any additions to your treatment such as blood tests and imaging, equipment or medication provided during an appointment. If any part of the treatment is not covered under your insurance policy, you will be required to pay for it.
- 7.5. If you receive any Services during an appointment, insofar as this is not covered by your insurer, you may be sent separate invoices from us.
- 7.6. If you book within 14 days of the date of your appointment then you agree to waive the benefit of the standard 14 day 'cooling off period' where you would otherwise be entitled to cancel and receive a full refund of any appointment fees paid.
- 7.7. Nothing in these Terms affects your statutory rights.
- 7.8. By booking an appointment online you agree and confirm:
 - 7.8.1. to be bound by these Terms;
 - 7.8.2. that the information provided by you is, to the best of your knowledge, accurate and complete;
 - 7.8.3. you understand that where your appointment is with a Consultant, they are directly responsible and liable for the care they provide you; and
 - 7.8.4. you understand that by booking an appointment online, Venturi may contact you using the details you have provided in order to discuss the Services or your appointment booking. This may be from a Venturi employee or a relevant medical secretary involved in booking appointments for particular Consultants.

8. Cancellation Policy

This section applies to all Private Patients.

- 8.1. To cancel or request an appointment is rearranged, please either email us at hello@venturicardiology.com or call us on 01925 748 245.
- 8.2. 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:

Reason	Fee
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Late arrival (meaning more than 10 minutes after the confirmed appointment time)	Full price of the booked Services
Cancellation on the day of your appointment	Full price of the booked Services
Cancellation on the day before your appointment	50% of the booked Services
First time rescheduling an appointment less than 24 hours prior to the appointment	No charge
Second time rescheduling an appointment less than 24 hours prior to the appointment	Full price of booked Services
Second time cancellation within 48 hours of appointment time	Full price of booked Services
Does not attend	Full price of booked Services
Abandoned Procedure (where we are unable to complete the Services or any part of them due to your actions/inactions or refusal)	50% of the fee if you do not rebook.

9. Complaints Policy

This section applies to all Patients.

- 9.1. If there is any problem with the Services we provide, please contact us and tell us as soon as reasonably possible and we will investigate the problem under our complaints procedure and try to repair or fix the problem as soon as we can. Please contact us or ask any member of staff at the Clinic for a leaflet about our complaints procedure.
- 9.2. If you wish to lodge a complaint on behalf of another person please make sure you have their written consent to do so before getting in touch with us as we will not be able to investigate the issue further without it.

10. Personal Data

This section applies to all Patients.

- 10.1. Venturi understands that your personal data is entrusted to us and appreciates the importance of protecting and respecting your privacy. Venturi collects and processes your data in accordance with our privacy policy, and to make sure we provide you with the correct healthcare and treatment. Venturi may also use your information to review the care provided and to obtain your opinion on whether it has met your needs.
- 10.2. Venturi is committed to the continuing professional development of its staff and supports ethically approved clinical research and may use your personal information in relation to these purposes. Where this is the case, your personal data and information will be pseudonymised (where names identifying information is replaced with a random identification number) or anonymised

- where possible. This means that you cannot be identified from this data and for the purposes of any third party who receives the data it will be anonymised data.
- 10.3. As a leading diagnostic imaging provider, Venturi is committed to the development of its diagnostic imaging services to improve the services it provides to its patients. To assist us in this regard, we may use anonymised data and share it with third parties in connection with the development of new products and services including the development of artificial intelligence tools. This anonymised data may be used for both commercial and non-commercial purposes. We will only use pseudonymised/anonymised data in accordance with legal agreements entered into with third parties which set out an agreed limited purpose and where we have a lawful basis under the data protection legislation to do so.
 - 10.4. Please be assured that your personal data will be processed in compliance with the UK data protection legislation. Further details and information on how we process and manage your personal data can be found in the privacy policy available on our website www.venturicardiology.com. In the event of any queries then please contact the Data Protection Office at dataprotectionofficer@europeanscanning.com.

11. General Terms and Conditions

This section applies to all Patients.

11.1. Your Contract with Venturi

By signing the Registration Form you agree to be bound by these Terms. If there is any conflict between these Terms and the Registration Form, these Terms will take precedence. If there is any inconsistency between the Contract and any marketing material, the Contract will take precedence. Venturi may update these Terms from time to time. You agree to be bound by the terms and conditions in force at the time you complete the Registration Form. To the extent these Terms change during the course of the provision of Services to you then the Terms in place at the time you complete the Registration Form shall apply.

11.2. Fees

Unless the Terms provide otherwise, the Venturi Standard Rates will apply to the Services. If you want to check how much something costs, please contact us.

11.3. Contact Details

It is important that you keep us updated with any changes in your contact details. Venturi is not responsible for any delay, interruption or other such disruption in the provision of the Services to you caused as a result of your failure to supply us with up to date information in relation to your contact details.

11.4. Your property

Venturi does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property at the Clinic.

11.5. Children

Venturi cannot provide Services to anyone under the age of 18.

11.6. Changes in Applicable Law

You acknowledge and accept that Applicable Law may change and prevent Venturi from providing certain Services. If Venturi becomes aware that such a change has occurred and the change has an effect on the Services, Venturi will contact you to inform you of this and its consequences.

11.7. Assignment

Venturi may transfer and assign your Contract to any person who acquires all or substantially all of the assets or business of Venturi or to any other member of the Venturi Group of companies.

11.8. Limitation of Liability

11.8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control.

11.8.2. If an event outside our reasonable control takes place that affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you, and our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our reasonable control.

11.8.3. You may cancel the contract if an event outside our reasonable control takes place and you no longer wish us to provide the Services.

11.9. Third Party Rights

Except for you or Venturi, no person, company or organisation will have any rights under or in connection with these Terms. You agree to indemnify Venturi against any claims brought by a third party in connection with the Services.

11.10. Governing Law

11.10.1. These Terms are governed by and shall be construed in accordance with English law

11.10.2. You and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Glossary

“Applicable Law” means any and all laws, regulations, guidelines and professional obligations applicable to the provision of the Services or the performance of services for you, including the requirements as regards treatment, procurement, research and storage of reproductive material;

“Clinic” means the clinic known as Venturi Cardiology, 4 The Square, Birchwood Boulevard, WA3 7QY;

“Consultants” means any consultants involved in the provision of the Services;

“Contract” means together the Terms and the Registration Form;

“Fees” means the fees payable for the Services;

“GMC” means the General Medical Council;

“Insured Patients” means patients with private medical insurance whose Services are covered either in whole or in part by such insurer;

“Miscellaneous Items” means any personal items incidental to, but required in order for us to perform, the Services;

“NHS Patients” means patients to whom we provide Services for and on behalf of the National Health Service in the United Kingdom (NHS);

“Overseas Patients” means patients who are not ordinarily resident in the United Kingdom;

“Patients” means all patients receiving Services from Venturi including but not limited to Self-Pay Patients, Insured Patients, Overseas Patients and NHS Patients;

“Private Patients” means both Self-Pay Patients and Insured Patients;

“Self-Pay Patients” means patients who are not Insured Patients or NHS Patients and who are paying for their own Services;

“Services” means the consultation, diagnosis, treatment, imaging and other services (including any Miscellaneous Items) provided by us to Patients;

“Venturi” means Venturi Cardiology Limited, a company incorporated in England and Wales with registered number 12896650 and having its registered office at 6 Commer House, Leeds, LS24 9JF and terms such as **“we”**, **“us”** and **“our”** shall be construed accordingly;

“Venturi Standard Rates” means the standard rates for Services as such can be provided upon request to hello@venturicardiology.com or by calling us on 01925 748 245.



Venturi Cardiology

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W: www.venturicardiology.com