

1. **The Services:** At Flowan Health, we provide ultrasound scans, genetic screenings and blood testing.
2. **Ultrasound scans:** All ultrasound scans are performed by fully qualified clinical staff, who may be registered radiographers, doctors or midwives sonographers.
3. **Blood draws:** blood draws are performed by a trained qualified phlebotomist.
4. **Abnormalities:** Pregnancy ultrasound scans are non-diagnostic and do not replace the NHS scans. We do not provide medical advice relating to any diagnosis or advise you on any diagnostic results. You accept that the main purpose of the scan is not to discover anomalies or abnormalities, however if the Sonographer is concerned about the appearance at the time of your scan, he/she will inform you and refer you to your NHS care provider for a diagnostic investigation. With your permission we may send a copy of the Referral Report directly to your NHS care provider. It is your responsibility to ensure that you then consult with your NHS or private pregnancy care provider. The scan report provides a brief overview of the pregnancy appearance at the time of the scan. It is often completed at a different pregnancy stage to your NHS scans. Therefore, the detection rate of abnormalities may be reduced. It is essential that you access the NHS antenatal services as the identification of abnormalities is their primary aim and intent. In all cases, an ultrasound scan can not be considered a diagnostic assessment of your pregnancy in isolation and should be considered by your main pregnancy care provider in the context of your clinical profile. One ultrasound scan or genetic screening or blood test in isolation is not suitable to be considered a diagnostic assessment of your health condition and are not exhaustive to all genetic scenarios. Not all abnormalities are screened for or detectable using ultrasound, blood tests or screenings.
5. **Partners:** we use accredited laboratories (“Providers”) that perform genetic screening and blood testing (the “Test Services”) for which we act as distributors. We can not be held responsible for any losses, claims, damages, costs and expenses that directly result from Third Party claims, actions or proceedings to the extent arising from the breach of any representation, warranty, covenant or obligation by the Providers; any negligent act or omission, or wilful misconduct of the Providers or their Affiliates; and the Providers’

performance of the Test Services or the assessment or analysis of the results of the Test Services.

6. **Images:** The primary purpose of the scan is to check the well-being of your developing baby; images in 2D, 3D and 4D images will also be captured. The quality of the images depends on many natural factors that are not in control of your sonographer. In the circumstances when images are not of your satisfaction, the service still needs to be paid in full as you are paying for the time and expertise of our clinical staff reviewing the wellbeing of your baby.
7. **Gestation age:** We offer scans from 6 weeks of gestation to term. A dating scan will confirm your gestational age more accurately. If you have not had a scan yet, an approximation can be estimated with the LMP (the first date of your last menstrual period) calculation, which is commonly used in the NHS. If you are attending for the first time and your actual gestational age is less than the limits of your chosen scan, it may not be possible to obtain the information you had expected to receive for your chosen scan. As this is outside of our control, a free rescan will not be applicable. Should you be in the very early stage of your pregnancy and heart beat not been detectable yet, the National guidelines to whose standards we operate, recommends that a period of 14 days should pass before a second early pregnancy scan is performed.
8. **Procedure:** Most of our scans are performed as external abdominal scans, using the appropriate probes. Please wear clothing that allow comfortable access to your abdomen. It may be possible, particularly during early pregnancy, that a vaginal scan may be required to obtain more information about the progress of your pregnancy, subject to your consent. You can refuse this service at any time or ask the Sonographer to stop. Blood draws are performed from your arm.
9. **Medical history:** Flowan Health does not have access nor understand your broader clinical history; we do not provide medical advice relating to any diagnosis or advise you on any diagnostic results. In all cases, an ultrasound scan can not be considered a diagnostic assessment of your pregnancy in isolation and should be considered by your main pregnancy care provider in the context of your clinical profile.
10. **Amendments:** We reserve the right to amend our service offering without prior notice.

11. **Photography & recording:** Personal photography may be permitted in our clinic at our sole discretion.
12. **Age:** You must be 18 years old or over to access our services.
13. **Prices:** Prices are published online and a price list is also available on site. We accept debit or credit cards. We can accept cash, however card payments are our preferred method.
14. **Cancellation of the services by you:** You can change or cancel your bookings online within 48 hours from your appointment. Any cancellations or modifications within 48 hours can be processed by contacting the clinic; however please note that in this case the deposit is non-refundable.
15. **Amendments by you:** subject to availability, you can change the type of services that you booked, please contact us to discuss feasibility. Any cancellations or modifications within 48 hours can be processed by contacting the clinic; however please note that in this case the deposit is non-refundable.
16. **Cancellation of the services by us:** Should we have to pause or cancel the services for any reasons, we will contact you to offer alternative arrangements or a refund of your deposit or full amount paid.
17. **Refunds:** Refunds are customarily not provided once you have received the service. In the event where the main purpose of the scan was not met for reasons that reasonably depend on us and due to factors that are under our control, a refund may be processed at our discretion. Exclusions include (but are not limited to) natural factors such as your baby being in an unfavorable position or your actual gestational age being different to your estimated gestational age.
18. **Arriving late:** You are requested to arrive 10 minutes before your appointment. Please contact us as soon as possible if you believe that you will be late: while we will make an effort to accommodate your appointment, we may not be able to see you or not able to see at the same day or at your preferred time. We may offer you an alternative date and time. Please note that your deposit is in these cases non-refundable.
19. **Waiting time:** please be aware that there may be situations when we may not be running on time due to (but not limited to) longer than usual appointments for clinical reasons, technical

issues, changes in law or regulation: We will not be held liable for these. We will make all reasonable efforts to minimise your waiting time.

20. **Screening results delays:** the turnaround time for genetic screening and blood testing is a guidance. There may be occurrences when results are released later than the normal guidance for causes outside our control or our Providers' control. Full payment is still due for the services as you are paying for the performance of the screenings. Timing of results can not be guaranteed. It is recommended that you add a reasonable time buffer if you are choosing to incur costs or organise events dependant on receiving the screenings' results. We can not be held responsible or liable for any costs or loss you may incur in case of delayed results release.
21. **What is included:** please consult our individual services page for what is included in your chosen service.
22. **Ownership:** We have the copyright of the images captured during your scan. Your images can be used for marketing purposes if you have given us your explicit consent.
23. **Guarantees:** there is a risk that you may not be satisfied with the quality of the images captured during your scan as these will depend on a number of natural factors that we can not control. If you have chosen to find out the sex of your baby, we cannot guarantee the accuracy of the sex identification and do not accept liability for any incorrect sex determination.
24. **Our Liability to You:** We are not responsible or liable for any injury, loss or damage to personal belongings whilst you are in our premises. Our liability is limited to cases due to failure to comply with these Conditions or regulations and accept responsibility 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 or not caused by us breaking the contract. 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 that it might happen, for example, if you discussed it with us during the consultation. We are not liable for any business losses as we only provide the services for

domestic and private use. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

25. **How we use your data:** We use your personal information for the aspects required to provide the services to you. Disclosed to any external sources is allowed only with your express written consent or where required by Law. We will keep copies of your material for 8 years.
26. **Enforceability:** If a court finds part of this agreement illegal, it will not affect the remaining parts of the agreement. Each of these Conditions applies separately.
27. For full information on your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
28. **Consumer Rights Act:** You can request that we repeat or correct a service that was not performed with reasonable care and skill, or ask for a partial or full refund if we are not able to correct. In the instance that your product is goods (for example an image), the Consumer Rights Act 2015 states that goods must be as described, fit for purpose and of satisfactory quality.