

**TERMS & CONDITIONS**

1. TERMS
	1. These are the terms & conditions (T&C’s) on which we supply services to you
	2. Please read these terms & conditions carefully before you make your appointment. These T&C’s contain important information including: who we are; how and what services we provide; how you and us may change or end the contract; what you need to do if there is a problem
2. WHO WE ARE & WHERE YOU CAN FIND US

2.1 Baby Grows Scan Clinic Ltd, registration number 13366101

Registered premises at Prospect House, Prospect Business Park, Leadgate, Consett, Co. Durham DH8 7PW

2.2 You can contact us by telephone – 07535 971210 email – babygrows2@gmail.com

Website contact form – [www.baby-grows.co.uk](http://www.baby-grows.co.uk)

In writing at the address above

2.3 If required, we will contact you by telephone or email, using the details you have provided, or on the platform you used to contact us (Facebook Messenger or Google Business, for example)

1. YOUR PERSONAL INFORMATION

3.1 we will only use your personal information as set out in our Privacy Policy. This can be found on our website [www.baby-grows.co.uk](http://www.baby-grows.co.uk) and in paper form on request

1. AGE

4.1 we cannot provide the service to anyone under the age of 16

4.2 if you are aged between 16 years and 18 years, you are required to provide proof of age, this can be your Birth Certificate, your Maternity Records, Student ID, Passport

4.3 if you are aged between 16 years and 18 years, you must be accompanied by a responsible adult, to your appointment. A responsible adult is defined as a person who is of or over the age of 18 years and is your parent, step-parent, legal guardian or any person who is acting in place of your parent and who could reasonably be expected to exercise responsible supervision for you.

1. OUR SERVICES

5.1 we provide Souvenir scans with specific diagnostic elements ( the term *diagnostic* refers to the Society of Radiographers guidance for ultrasound scan competencies, and NOT the literal definition, “method for discovering a problem or illness”. All scans are carried out by appropriately registered Sonographers, who are either Midwives or Radiographers and have undertaken further training and gained qualifications in medical and obstetric ultrasound

5.2 with your consent we will carry out an ultrasound scan of your baby

5.3 you understand and accept that the scans you have at Baby Grows Scan Clinic Ltd are in no way intended to replace the ultrasound scans offered to you as part of your NHS maternity care pathway and the fetal anomaly screening programme

5.4 you understand and accept that your scan at Baby Grows Scan Clinic Ltd is not to screen for abnormalities

5.5 in the event of the sonographer identifying anything which potentially is abnormal, they will refer you directly to your NHS care provider. With your consent, the sonographer will contact your NHS provider and provide them with the details of your scan. The NHS provider will then arrange for you be reviewed under their care. You understand and accept that your safety is our priority and should you decline referral, we are obliged to escalate this with either your Midwife or GP, in accordance with Safeguarding Statutory Guidance

5.4 you understand and accept that we can only provide you with our service if you have already engaged with an NHS care provider (if you are seeking a scan before 12 weeks gestation, that NHS provider may be your GP, rather than your midwife)

5.5you understand and accept that ultrasound has limitations. Factors can affect the views we are able to obtain. Eg: bowel gas; maternal BMI; fetal position; previous surgery/scar tissue. The views we obtain can and often do, vary from client to client and often for the same client having more than one scan, views might sometimes be sub-optimal. In the event of us being unable to meet the criteria of the ultrasound scan, due to poor views, we will discuss with you referral to your NHS provider.

1. SCAN CRITERIA

6.1 for an ultrasound scan of a pregnancy of less than 12 weeks, you understand and accept that:

* You are required to provide the date of your last period (LMP)
* You are required to provide the date of your first positive pregnancy test, which must be at least 2 weeks before the date of your scan
* We cannot provide you with a scan if you are less than 6 weeks pregnant
* We cannot provide you with a scan if you are unwell and/or are bleeding, and have not already been triaged/reviewed by an NHS Health Care Professional

 6.2 for an ultrasound scan of a pregnancy over 12 weeks, you understand and accept that:

* You are required to provide an LMP or Estimated Due Date (EDD, from your NHS dating scan)
* You have booked with a midwife and have an NHS maternity care plan
* You are fit and well
* There must be at least a 2 weekly interval between your scans
* We cannot provide you with a scan if you have any concerns with your health and/or pregnancy and have not been triaged/reviewed by an NHS Health Care Professional

 6.3 for an ultrasound scan of less than 12 weeks of pregnancy, you understand and accept that we aim to:

* Determine an intrauterine gestation sac (pregnancy sac inside your uterus)
* Determine the presence and number of yolk sacs
* Determine number of embryos (developing baby)
* Determine fetal cardiac activity is present or absent (heartbeat)
* Measure the gestation sac
* Measure the embryo
* Provide you with an estimated Gestational Age (GA) and an Estimated Due Date (EDD)
* Complete a report
* REFER YOU TO YOUR NHS CARE PROVIDER WHEN REQUIRED

 **We will not:**

* Undertake a full assessment of your uterus
* Assess embryo/fetus in detail
* Assess amnionicity and chorionicity in a multiple pregnancy (which type of twins for example)
* Assess amniotic fluid (the fluid around your baby)
* Assess ovaries and adnexae (the area outside of your uterus and around your pelvis)

 6.4 For an ultrasound scan of a pregnancy of more than 12 weeks, you understand and accept that we aim to:

* Determine location and position of fetus (your baby)
* Check for number of fetuses
* Determine fetal cardiac activity is present or absent (heartbeat)
* Perform 2D, 3D & 4D imaging as requested
* Determine fetal sex as requested (not guaranteed to be accurate, professional opinion only)
* Subjectively assess amniotic fluid (look at the fluid around your baby)
* When requested and appropriate, take measurements to determine your baby’s Estimated Fetal Weight (EFW)
* Determine placental site (tell you where the placenta is)
* Complete a report
* REFER YOU TO YOUR NHS CARE PROVIDER WHEN REQUIRED

**We will not:**

* Undertake a full assessment of the uterus
* Assess the fetus’ structures
* Determine EFW in less than 2 weekly intervals (including your NHS scans)
* Measure amniotic fluid
* Assess placenta
* Assess ovaries and adnexae (the area outside of your uterus and around your pelvis)
1. METHOD

We aim to complete your scan abdominally, but if you have booked an ‘Early Scan’ (6-12 weeks), we may need to perform a transvaginal scan. This will be discussed with you at the time. A female chaperone will be available. You can decline the offer of an internal scan, in that event, we would be unable to provide you with any further information and may need to refer you to your NHS provider

1. RISK ASSESSMENT

8.1 you understand and accept that you are required to make us aware of any pre-existing medical conditions, or any risk factors you feel we should know about, prior to your scan with us, and if you are not under the care of an NHS provider for said conditions/issues, we will not be able to provide you with an ultrasound scan

8.2 you understand and accept that our ‘risk assessment’ is repeated at the time of your appointment, any risks identified at this point will prevent your scan from going ahead and referral to your NHS provider will be discussed

1. PRICES & PAYMENT

9.1 our prices are set out in our price list & can be found on our website

9.2 we accept payment by cash, debit card, credit card, bank transfer & online payment via the booking facility

9.3 appointments can be made by either:

* The booking facility on our website
* Telephoning the clinic
* FB messenger

9.4 you accept & understand that, you are required to pay a £20 non-refundable deposit to secure your booking. If booking online, the payment facility will be automatically accessible once you have chosen your appointment. If booking by any other means, we will process your payment using the card details you provide us with.

9.5 the balance (amount due following deposit payment) will be due at the time of your scan & must be paid in full before you leave the clinic. We will NOT ask you for the balance of the payment when we have identified a pregnancy loss (you will be referred to your NHS provider for confirmation of viability/miscarriage)

9.6 if you are unhappy with any aspect of the service, you may be entitled to a full refund. However, in the event of there being an issue, we respectfully urge you to bring it to our attention immediately, so we can try to put things right for you and us.

9.7 should you need to rearrange your appointment and contact us to do so within 5 workings days before your original appointment is due, we will transfer your deposit to your chosen day/time

9.8 our contract with you will come into existence when you book your appointment and we agree a date and time

10)CANCELLATIONS

 10.1 you have the right to cancel your appointment by contacting us as soon as you reasonably can

You understand & accept that your deposit cannot be returned in the event of cancellation

 10.2 in the event of matters outside of our control, for example, technical issues, power failure, regulatory changes, we may have to cancel or amend the date and/or time of your appointment. In this event we would contact you as soon as reasonably possible and let you know what steps we are taking to minimise the affect of the delay

 10.3 you understand and accept that if you are late for your appointment time, although we will do our best to accommodate you, it may be necessary to change your appointment to later that day or another day and time

11)Baby Grows Scan Clinic Ltd owns the Intellectual Property used in the promotion of our services, including advertising, website, social media

12)WHAT WE CANNOT DO

 12.1we cannot guarantee optimal views of your baby for reasons such as your baby’s position. We will try our very best however, for the duration of your appointment

 12.2we cannot guarantee the accuracy of your baby’s gender, we will however try our best. We accept no liability for any incorrect indication of your baby’s gender

13)LIABILITY

 13.1if 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. We are NOT responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen.

 13.2we 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 negligence; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services, including the right to receive a service which is as described and matched information we provided to you and of satisfactory quality

 13.3 we are not liable for any business losses as we only provide the service for domestic and private use

14) This is a summary of your key legal rights under the Consumer Rights Act 2015 in relation to the services. Nothing in these terms affects your legal rights

 14.1 you can ask us to repeat a service if it is not carried out with reasonable care and skill, or be entitled to some money back if we can not repeat it

 14.2 if we have not agreed a price beforehand, what you are asked to pay must be reasonable

 14.3 if we have not agreed a time beforehand, it must be carried out within a reasonable time

 14.4 these rights are subject to certain exceptions. For details please visit the Citizen’s Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 0345 4040506

15) This contract is between you and us. No other person shall have any rights to enforce any of it’s terms

16) If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these conditions operates separately

17) These terms are governed by the law of England & Wales and you can bring legal proceedings in respect of the services in the English and Welsh courts.

18) COMPLAINTS

 18.1 If you have a complaint about any aspect of the service, when you notify us, our Complaints Process will be initiated

 18.2 in the first instance, please make us aware by contacting us immediately

 18.3we will contact you to discuss, within 48 hours of receiving the complaint

 18.4 if the matter has not been resolved at that point, we will investigate further and provide you with an outcome within 10 working days

 18.5 if you disagree with the outcome you will have 7 working days to appeal

 18.6 we will then seek advice from our Regulators and provide you with a response within 10 working days

 18.7 a copy of our Complaints Policy is available for you in the clinic waiting area and on our website

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