

## **Miracle Within Ltd Terms and Conditions**

This contract is between Miracle Within Ltd (Miracle Within) and the Customer (you) and shall be governed by the following terms and conditions. By using our website to make a booking, you unconditionally accept these Terms and Conditions of Trading in full. Nothing in these conditions will affect your statutory rights.

### **Service Provided**

Miracle Within will provide non-diagnostic ultrasound scans ("the scan"). Miracle Within Ltd employ only appropriately qualified sonographers. Our aim is to provide the highest level of service.

Our Ultrasound Practitioners are not in possession of your medical records or history and are therefore cannot to medically advise you on any diagnostic results. You should always seek the advice of your midwife, General Practitioner or Consultant with any questions you may have regarding the Scan. Miracle Within does not provide any screening services. Our scans are intended for reassurance and bonding purposes only and are not a replacement for diagnostic or screening scans offered by the NHS. The primary purpose of the scan is to check the well-being of the foetus, and to capture 2D, 3D and 4D images.

### **Before the Scan**

- A consent form must be fully completed and signed prior to the scan.
- Please notify us if you are anticipating being late. We will do our best to accommodate you. If we are unable to carry out your scan due to late arrival your deposit will not be refunded.
- An appointment can be rearranged with 72 hours notice. Less than 72 hours notice will result in a loss of any deposit paid.
- Your appointment time includes time to complete paperwork prior to the scan and to choose images after the scan.
- In the event of closure of the clinic due to unforeseen circumstances, you will be contacted by telephone, informed of the circumstances and an alternative appointment offered at a suitable time.
- Our service is only available to clients 18 years of age or above.

### **Scan Report**

- Miracle Within will supply a summary of the scan.
- If our Ultrasound Practitioner recommends a medical follow-up as a result of the scan, Miracle Within will refer you to an appropriate NHS care provider for a diagnostic investigation. With your permission, Miracle Within will also advise your GP of the scan findings.
- It is our Ultrasound Practitioner's opinion that will determine if a re-scan appointment is needed to obtain the results for the primary purpose of the scan. At the gender scan one free rescan will be offered if we are unable to determine the gender. At the 3D/4D scan one free rescan (if first scan booked before 32 weeks of pregnancy) will be offered if baby is not in a favourable position at the first scan and images cannot be obtained.

### **Accuracy of Gender Scans**

- Gender cannot be guaranteed. Ultrasound is approximately 99% accurate in determining the sex of baby.

### **Price and Payment Terms**

- The price for the scan will be the price stated in the Miracle Within price list at the time of booking, available on-line.
- Payment shall be made in full before the scan is undertaken.
- A non-refundable £20 deposit is payable on booking the appointment.
- An additional fee of £20 will be charged for twins as a longer appointment time is required. Please inform us of multiple pregnancy when booking your appointment. Failure to do so may result in a shorter appointment time being allocated.

## Miscellaneous

- Bookings for the scan are allotted a specific time slot. Whilst every effort is made to ensure the scan is carried out at the allocated time, appointment times cannot be guaranteed.
- Please advise on booking if you will require extra support, a chaperone or an interpreter.
- Our clinic is accessed via two steps. If you have a disability please call us before booking to discuss requirements. If we cannot accommodate your needs we will advise you of an alternative service locally.
- No filming is allowed within the scan room.
- Miracle Within will not tolerate any abusive or aggressive behaviour towards their staff. Abusive or aggressive behaviour will result in the examination being terminated immediately and no refund will be made.
- Miracle Within accept no responsibility for any loss or damage to personal effects however caused whilst customers are on the premises.
- Miracle Within will not be responsible or liable for any incidental or consequential loss or damage:
  - a. Caused by any act or omission by Miracle Within or its employees, servants or agents
  - b. Suffered by any person acting or failing to act as a result of the contents of any scan or any information supplied in connection with the scan. Nothing in this clause shall exclude or restrict any liability for death or personal injury arising from the negligence of Miracle Within.
- Miracle Within will not be responsible for any breach of this contract caused by circumstances beyond its reasonable control.

## How we use your data

- We will use the personal information you provide to us to supply the services to you, process payment for the services and for the purpose of identification within this organisation and it will not be disclosed to any external sources without your express written consent. We will only give your personal information to third parties where we are required to do so by law. We will retain copies of your scan in line with current guidelines in order to rectify any issues you may have following the scan, or assist with any issues you might have beyond your pregnancy. You have the right to ask us to destroy all data we hold for you at any time.

In case of feedback or complaint please contact the registered manager by telephone on 01484 970358 or by e-mail on [scans@miraclewithin.co.uk](mailto:scans@miraclewithin.co.uk)

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