



Terms and Conditions of Treatment

Summary	Policy document outlining the terms and conditions of treatment applicable to all patients accessing services provided by Capmed Diagnostics Ltd.
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Target Audience	All Staff and Patients.
Date Issued	13/3/2026
Approved by Directors	March 2026
Next Review Date	April 2027

Capmed Diagnostics discourages the retention of hard copies of policies and procedures. The company can only guarantee that the policy in the company website is the most up-to-date version. If, in exceptional circumstances, you need to print a policy off, it is only valid for 24 hours.

Version Control

Date	Author	Version	Page	Change / Reason for change
13/3/26	Mark Edson	1.0		Original Document

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Introduction

The terms and conditions outlined within this document **are applicable to all patients** accessing services provided by Capmed Diagnostics Ltd, herein referred to as the Company.

All patients should be issued with a copy of these Terms (physical or electronic) and they should read them carefully as they set out the basis upon which you will be provided with care by the Company.

The Company may update these Terms from time to time, however changes to these Terms will only apply to any new episode of Care or Minimally Invasive Diagnostic Package that you receive, and you will be asked to agree to any new Terms before they become effective for you.

Note that any new Terms will not apply to a Minimally Invasive Diagnostic Package which is part-way through when the Terms are changed.

Please ensure you read the Terms in relation to our charges carefully. If you want to check how much something costs, please ask. You can always check Company Standard Rates at www.capmeddiagnostics.co.uk or by contacting our administration team.

Please ask us if there is something that you would like explained further before you sign the Registration Form.

Please pay particular attention to the sections in these Terms about Consultants. Consultants involved in your Care are independent practitioners and are not employees of the Company. The Contract between you and the Company is for delivery of the appropriate diagnostic procedure and is different from, and separate to, the contract that you have with your Consultant (which may or may not be written) or another Private Healthcare provider that may provide treatment as a result of the findings of the diagnostic test delivered by the Company.

If you are unsure about how your Contract works, please ask.

Scope

This policy is relevant for all patients that access the diagnostic services provided by the company and is written addressing the patient directly.

All patients should receive a copy of and have access to this document.

Definitions

Term	Definition
You	Reference to the patient.
Patient	The individual upon whom the diagnostic test will be carried out.
Applicable Law	Any and all laws, regulations, guidelines and professional obligations applicable to the provision of Care or the performance of services for you, including the requirements as regards treatment, procurement, research and storage of medical images.
Care	means care, diagnostic tests, services and goods provided by the Company.
Consultants	means all consultants, surgeons, anaesthetists and self-employed GPs involved in your Care.
Contract	means these Terms, along with the Registration Form and, if applicable, your Treatment Letter
Fixed Price	means how much you will pay for your Treatment Package, as set out in your Treatment Letter
Hospital	means a Hospital, clinic or facility where healthcare services are delivered.
Private Patients	means all patients that are not NHS patients and includes patients who are covered by medical insurance and patients who are paying for their own treatment, whether by way of a Minimally Invasive Diagnostic Package or otherwise.
“the Company”, “we” or “us”	Means Capmed Diagnostics Ltd where the diagnostic test you receive is delivered by Capmed Diagnostics Ltd
Company Standard Rates	means the standard rates for Care which will be published at www.capmeddiagnostics.co.uk
Terms	means these terms and conditions;
Treatment Letter	means the letter that we send to you (if applicable) regarding your Minimally Invasive Diagnostic Package or Care
Minimally Invasive Diagnostic Package	means the diagnostic procedures that will be carried out at the Hospital as set out in your Treatment Letter and for which you have agreed to pay a Fixed Price.

Roles and Responsibilities

Directors

- Review and approve these terms and conditions.
- Publish the Terms and Conditions on the Company Website.
- Maintain the information on the company website that provides further detail to elements of these Terms e.g. Company Standard Rates for specific care delivery.

Patients

- Read and understand this policy in terms of the service offered by the Company and any requirements and/or restrictions that will be applicable to the Care delivered by the Company.
- Agree with the Terms and Conditions for provision of care. These terms are not negotiable and are applicable in all instances of patient care. If a patient is unable to agree with these terms, then the Company reserves the right to refuse treatment.

Company Representatives

- Ensure that these terms are communicated to patients and that they receive a copy (electronically or physically).
- Answer any questions, honestly and factually, raised by the patient in relation to these terms or the care provided under them.

Procedures and Processes

Prior to your admission to one of our diagnostic clinic settings you will have been sent a form electronically to complete with your personal details including details of how you intend to pay for your treatment (e.g. details of your insurance provider, if relevant) and other details that will allow us to register you as a patient, an Treatment letter setting out some details about the care and treatment we will be providing to you and what you are likely to pay for your treatment (“Treatment Letter”).

By completing the electronic registration form (and submitting your information), and acceptance of the content of the Treatment Letter, you accept these terms and conditions together with the Treatment Letter form the basis of our contract with you.

1. What services are we providing?

The company will be providing services related to the delivery of Minimally Invasive Diagnostic Services, in short, Capsule Endoscopy testing.

You may be paying for the test yourself or the test may be being paid for by your private medical insurance (or others may do so on your behalf using one of these two methods).

As a private patient, your care is provided by the company in relation to the delivery of the diagnostic test and associated reporting services only. **The Company is not responsible for, and these terms do not cover, provision of hospital services and/or consultants in relation to his or her own services.** These are explained below.

Referring Consultants

When you receive private healthcare services at a hospital Consultants involved in your care and treatment may have recommended/referred you for the diagnostic tests/services provided by the Company. **In this instance the Consultant is responsible, and remains responsible, for the care of the patient and the full patient pathway.** At no point does the Company accept responsibility for continuity of care other than delivery of the requested diagnostic test.

Consultants will be treated as independent practitioners and are not employees of the Company. The company may have a Service Level Agreement with a number of clinicians which will stipulate to the clinician expectations in terms of referral criteria and information to be provided, and what the clinician (and you as their patient) can expect from the company. The company assumes, that as a responsible clinician, the referrer will discuss minimum service expectations with you prior to referral and advise on expected next steps once they have sent the referral to the Company.

A consultant could include a physician (such as a Consultant Gastroenterologist), or a surgeon (such as a Colorectal Surgeon/General Surgeon). The Company will accept referrals from these qualified clinicians, along with General Practitioners, but is not responsible for the acts or omissions of a Consultant/GP when you are receiving private healthcare services provided by the consultant/GP or as a result of findings reported as part of the diagnostic testing carried out by the company.

When receiving a referral from a Consultant or GP, the Company has an expectation that the referring Clinician has made a clinical decision, in conjunction with you as the patient, that the diagnostic test requested is indicated and you are suitable for the test.

Consultants and GP's delivering Private healthcare are required to hold their own indemnity insurance to cover any private healthcare services that they carry out and they are responsible for the care and treatment that they provide to you. **The diagnostic testing provided by the Company should be viewed as an element within this care pathway.**

GP's and Consultants are regulated and licensed by the General Medical Council. The General Medical Council set standards to help to protect patients and improve medical practice in the UK.

Self Referrals

Patients can also 'self-refer' for the diagnostic tests provided by the company. This is generally done via the Company website. Self-referral patients will generally only be offered a pre-assessment appointment in the first instance to check that the test requested is clinically appropriate due to the lack of clinical input prior to the referral being received.

There is no difference in how referrals are treated regardless of whether they are sent by a clinician or the patient refers themselves.

Diagnostic Services

The Company will be responsible **for only the diagnostic tests and services that it provides to you** and has appropriate medical indemnity insurance in place in relation to this care.

The Company will provide the care and treatment to you as set out in your Treatment Letter. This Treatment Letter will also confirm the date of your diagnostic test and any other information which you need to know such as instructions you may need to follow before your admission in preparation for the test you will be receiving.

Please read this carefully as we may not be able to carry out the test if you do not follow these instructions. Your needs may naturally change over time and, where there are changes to your care and treatment in relation to delivery of the diagnostic test, we will discuss these with you.

The company accepts no responsibility or liability for any hospital services delivered pre/post-test or because of findings identified in the test report.

If you have been referred into the Company via a Consultant, a copy of the diagnostic report will be delivered to you, the referring clinician and your GP.

If you have self-referred the company will deliver a copy of the report to you, your General Practitioner (GP) and (only if you agree) an appropriate Consultant offering Private services able to provide continued care based on any findings as part of the diagnostics test.

Patients are required to detail with which GP they are registered as part of the admission process in case of significant findings that require further investigation, treatment or onward referral.

2. Patient Experience – Next Steps after referral

Once the Company has received the referral it will be triaged for suitability and then accepted. Once the referral is accepted the patient will be sent a Treatment letter along with a link to book appointments online.

What information is in my Treatment Letter?

Your Treatment Letter will set out details of the diagnostic tests that you will receive. It will also contain a link to the company online booking website for patients to book appointments directly. We will normally send this to you by email but appreciate that not all patients can access/use digital portals. The Company is happy to send Treatment Letters by post and contact via another appropriate method of communication (Phone/Email/WhatsApp/Text) to make the booking if specified on the initial referral.

The Company will also let you know in the Treatment Letter the estimated price of your treatment, if you are paying for treatment yourself.

What happens after I get my Treatment Letter?

All patients will require a pre-assessment appointment to assess suitability for the test requested. This appointment, along with your test date, will be booked via the online booking system.

Pre-Assessment appointments will generally take place via video consultation or over the phone. In some cases, it may be necessary to deliver an enhanced pre-assessment which may require several appointments, including a face-to-face appointment, depending on your medical history and the symptoms you are having prior to the test. You will be asked questions about your medical history and health during any pre-assessment appointment to ensure that the diagnostic test you have been referred for is the right test for you.

If, following pre-assessment, we consider that

- (a) for clinical or medical reasons it is no longer appropriate for us to provide the diagnostic test or
- (b) further tests need to be carried out before we are able to provide the diagnostic test requested or
- (c) (if you are paying for the treatment yourself) it is not possible for us to provide the treatment at the price shown in your Treatment Letter then we will discuss this with you and work with you to agree the next steps.

If we are still able to provide your test, but at a later date (due to the additional tests and/or assessments required), or (if you are paying for your treatment yourself) at a different price, we will send you a revised Treatment Letter with details of the revised date for your treatment

and/or price (where appropriate). If we are unable to continue with your treatment at all, we will explain to you the reasons why we have made our decision.

All diagnostic tests delivered by the company take place in an outpatient setting, so there is no requirement for inpatient admission. Following ingestion of the capsule at the test appointment, and configuration of the receiving device, patients would be expected to leave the clinic and follow the advice given by the administering clinician. The patient will be provided with contact details for any further advice and guidance whilst the test is taking place.

The administering clinician will discuss with the patient what to do when the test is completed and how recording equipment should be returned. In most cases, following notification from the patient that the test has completed, this would be done via courier (arranged by the Company).

3. Paying for Services - Insured Patients

This section will apply if you are covered by private medical insurance

- **You agree to pay for your diagnostic test.**
- Whilst you will remain responsible for the payment for your diagnostic test, where you have private medical insurance:
 - a) we will, where possible, process the insurance claim for your Care 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 your Care, as set out in (c) below;
 - b) where we process your insurance claim and your insurer pays us direct, the rate agreed between the Company and your insurer will apply to your diagnostic test;
 - c) if your insurer fails to settle our invoices (or any part of them within 30 days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we may invoice you direct or debit the relevant balance from your credit or debit cards in accordance with the process set out in this policy (as relevant);
 - d) if we invoice you for your diagnostic test, or an element of it, 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.
- **It is your responsibility to confirm with your insurer in advance that any diagnostic test delivered by the Company is covered by your insurance policy and the Company will not obtain any such confirmation on your behalf.**
- Please note that some insurers use Care guidelines that may not match the professional medical opinion of consultants, nursing staff and other medical professionals providing elements of your Care. In some cases, this can mean that your insurer may not agree to pay for certain diagnostic tests delivered by the Company, and in this instance, you will be required to pay for the test. 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 your Care in relation to any complications as set out above.

- 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 the Company, the Company Standard Rates will apply to any tests delivered as publicised on the company website (www.capmeddiagnostics.co.uk)
- If no rate has been agreed between the Company and your insurer in respect of your Care, the Standard Rates will apply as publicised on the company website (www.capmeddiagnostics.co.uk)

4. Paying for services - Self-Pay: Fixed Price

In most cases the Company will offer fixed price care. This section will apply if you are paying for your own Care (including use of any credit provision offered by the company) and your Treatment Letter states that we have offered you a Fixed Price.

- You will be sent a Treatment Letter that will confirm your Minimally invasive diagnostic testing package, the Fixed Price and how you can pay. Please ensure you read this letter carefully. As set out within these Terms, your Treatment Letter is part of your Contract with the Company.
- Your Treatment Letter will confirm the Fixed Price for the diagnostic test that you are to receive under your Minimally Invasive Diagnostic Testing Package. Unless your Treatment Letter says otherwise, your Fixed Price in relation to your Minimally Invasive Diagnostic Testing Package includes:
 - a) all tests to determine your fitness for testing immediately preadmission;
 - b) all additional tests, drugs and dressings you may require to enable the test to take place.
 - c) treatment for any clinical complications, subject to conditions discussed within these Terms and Conditions.

What is not included in the Fixed Price?

- The following items are not included in your Fixed Price. The company has no influence over and accepts no liability for the costs outlined below. The items not included in your Fixed Price are:
 - a) An initial consultant consultation and any tests carried out at the time of that consultation;
 - b) Care you receive that is not related to delivery of the diagnostic test referred for.
 - c) Further testing and/or treatment required.
 - d) Follow-up consultation (consultant/GP) as a requirement of the findings identified within the test.

What happens if I decide not to go ahead?

- If you decide not to go ahead with your Minimally Invasive Diagnostic Testing Package, you will need to pay for the Care that you have received up until the point of cancellation. This will be charged at Company Standard Rates, but you will not have to pay more than the Fixed Price in relation to items which are included in the Fixed Price. We reserve the right to charge a cancellation fee if you cancel your treatment within 7 days of a scheduled appointment or admission date.
- If you have already paid for your Minimally Invasive Diagnostic Testing Package, we will refund your payment, less any amount that you owe as per these Terms and Conditions.
- Please note that we will pay any refund (by cheque or electronic transfer) only to the cardholder or person who made the original payment. We do not pay cash refunds.
- Note that if the Company cancels your diagnostic test because it is not in your best interests for medical reasons, and you have already paid for your Minimally Invasive Diagnostic Testing Package, we will refund your payment minus the cost of any expenses incurred by the Company. For example, if you require Patency Capsule testing to check that the testing Capsule is able to pass through the body then the business will deduct the cost of care provision in-line with Company standard rates up to the point of cancellation.
- If you have made use of any financial credit facility offered at the time of payment, the company accepts no responsibility in relation to settling the agreement and any refund (or partial refund) would be made direct to the person who made the original payment and whom would have completed the financial agreement. This person is responsible for ensuring that any credit agreement is settled directly as per agreement completed at the time of initial payment.

What happens if I suffer complications?

- While the Company (via its representatives) will do their best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free, and the completion and results of any particular test cannot be guaranteed with complete certainty. You can find summaries containing information on a range of diagnostic tests provided by the company, including common complications, on the Company website at www.capmeddiagnostics.co.uk.
- Your Fixed Price includes the cost of treating, at a Hospital, any clinical complications identified by a Consultant as arising *directly as a result of the treatment you received as part of your Minimally Invasive Diagnostic Testing Package*, provided that you have followed the advice of Company Clinicians and any other medical professionals involved in your Care (including those working independently outside of the company).
- The date any clinical complication is identified (and documented) by a suitably qualified medical professional (e.g. consultant) *who is able to determine that the complication was caused directly as a result of the diagnostic test carried out by the Company* must be within 3 months of your original test date.
- Treatment for clinical complications includes any consultations, out-patient, day- care and in-patient treatment which a Consultant says (and has documented) that you need. The

Company only delivers diagnostic testing and would therefore need to make appropriate alternative arrangements with another Provider at no additional cost to you.

- Where we are unable to find a suitable option to treat your clinical complications in a timely manner, you agree that appropriate follow-up care may be provided by your GP or the NHS.

5. Paying for Services - Self-Pay: Other.

This section will apply if you are paying for your own Care other than as part of a Treatment Package.

- If your Care is not paid for by an insurer or other funder (individual, employer or medico-legal company) directly, is not covered by a Minimally Invasive Diagnostic Testing Package or is to be paid by you in accordance with these Terms, you will be charged at Company Standard Rates per element of your care and your Treatment Letter (if relevant and in so far as possible) will confirm this.
- Unless otherwise indicated, fees due to the Company do not cover any payment to a Consultant(s) or other healthcare providers / hospital that may be involved in your overall care pathway.
- The Company will give you an estimate of costs for your Diagnostic Test. Please note that it is not always possible to give an exact estimate for the Care you receive if you are classified as a Complex Patient with specific additional interventions required in addition to the standard pathway. The overall total cost may depend on a number of factors, including any other conditions you may have.
- The Company will always try to provide an accurate estimate and if the cost of your Care is likely to exceed this estimate the Company will try to notify you as soon as possible.
- You are responsible for the payment of all Care you receive delivered by the Company, including any Sundry Items.
- You will need to pay for your Care prior to attending your first appointment, this includes any online pre-assessment appointments. If payment is not received by the date/time of the first appointment, the appointment will not go ahead, and any subsequent appointments will be cancelled.

6. Paying for Services - NHS Patients

The company does not currently deliver diagnostic testing on behalf of the NHS.

7. Other Terms and Conditions: Private Patients

This section applies to all Private Patients

Consultants (your attention is particularly drawn to this paragraph):

- a) If you are under the Care of a Consultant and have been referred to the Company for Diagnostic testing as part of their investigation into your symptoms/condition, care will be provided in accordance with your Consultant's instructions.

- b) Consultants involved in your Care are independent practitioners and are not employees of the Company. Accordingly, the Company will not be liable for any act or omission of a Consultant (or the company or partnership that employs or engages the Consultants). The Consultant will be responsible for the Care he/she gives you.
- c) Any Consultant's fees relating to your Care will be charged to you by your Consultant. Such fees will normally be invoiced and collected by your Consultant directly.

Cancellations

- We reserve the right to charge a cancellation fee if you cancel any appointment with the Company within 7 days of your scheduled appointment or admission date. A cancellation fee may be based on any Care that you have received up to the point of cancellation and/ or any other reasonable costs that the Company has incurred. Your Treatment Letter may also set out any specific cancellation fee that applies to your Treatment Package or Care.

Credit/Debit Card

- You are responsible for settling the cost of your Care before you receive your test. We may ask you for your credit or debit card details as part of the booking process when you make your appointment. You understand that we will keep these details for up to six months after the last date of your Care or other appointment with the Company.

Did Not Attend (DNA)

- If you do not attend your pre-assessment or test appointment, without prior warning, the full charge for the test is billable and non-refundable. You may be offered an alternative date to rebook within the next available appointment, ideally within 28-days.
- If you fail to attend a second date the full charge for the test remains applicable and you are not automatically entitled to any further appointments.
- The company will attempt to contact any patients that DNA a second appointment to ascertain circumstances that prevented attendance. A further date for procedure will only be agreed at the discretion of the company and if this is scheduled to be within 3-months of the original pre-assessment date.
- Dates outside of the 3-month window can be agreed at the discretion of the Company but this would incur an additional £250 charge.
- You will not be offered more than 3 dates for pre-assessment and/or test appointments. If the test is still required and you have not attended 3 appointment dates, the pathway will start from the beginning, and you will be required to make payment for the new test.

8. Overseas Patients

This section applies to all Patients who are not ordinarily resident in the UK

- If you are not ordinarily resident in the UK you will be liable to pay charges for any healthcare treatment provided by the company.
- By submitting an online Registration Form and agreeing to these Terms you confirm that you have leave to enter the UK and that you meet all relevant immigration criteria. You

also confirm that you have made adequate arrangements to pay for your Care. The Company may contact the Home Office or UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your leave to enter or remain in the UK in connection with your Care.

9. Other Terms and Conditions: All Patients

This section applies to all Patients

Your Contract with Capmed Diagnostics Ltd

By submitting the Registration Form you agree to be bound by these Terms. If there is any conflict between these Terms and the Treatment Letter or Registration Form, these Terms will take precedence. If there is any inconsistency between the Contract and any marketing material, the Contract will take precedence. The Company may update these Terms from time to time however any changes will only apply to any new episode of Care or new Treatment Package that you receive and you will be asked to agree to any new Terms before they become effective for you. Note that any new Terms will not apply to any Treatment Package which is part way through when the Terms are changed.

Company Standard Rates

Unless the Terms or your Treatment Letter (if applicable) provide otherwise, the Company Standard Rates will apply to your Care. If you want to check how much something costs, please check the Company Standard Rates at www.capmeddiagnostics.co.uk/pricing

Inconclusive Test Results

- If a test is reported as inconclusive due to
 - a) Failure of equipment, the business agrees to repeat the test with no additional charge for the re-test. Any re-test will continue to be bound by these Terms.
 - b) Failure to follow instructions, then any further tests would be chargeable.
 - c) Biological reasons related to the patient and/or any related conditions; then further tests would be chargeable.
- If a test is reported as inconclusive the company reserves the right to not offer a repeat test, particularly in circumstances where it is likely that further tests would produce inconclusive results.

Notices and your contact details

- It is important that you keep us updated of any changes in your contact details.

Your property

- Healthcare settings can be busy environments. While we will take all care to ensure the safety of your belongings, the Company does not accept any responsibility for the theft or loss of, or damage to, any of your or your families/carers property.

Children

- The Company does not deliver diagnostic procedures to any patient under the age of 18 and as such, the Company reserves the right to review appropriate legal documentation confirming the patient is 18 years old or older. Appropriate documentation would be any original government issued documentation, for example (but not limited to) Large Birth Certificate, Passport.

Changes in Applicable Law

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

Assignment

- The Company may transfer and assign your Contract to any person who acquires all or substantially all of the assets of Capmed Diagnostics Ltd.

Third Party Rights

- Except for you or the Company, no person will have any rights under or in connection with these Terms.

Law and the Courts

- These Terms are governed by and shall be construed in accordance with English law and the courts of England and Wales shall have non-exclusive jurisdiction.

Compliance and Enforcement

1. Contract Enforcement

These Terms form the basis of the contract for all patients in conjunction with their individual Treatment Letter.

This contract is governed by the laws of England.

2. Breach of Contract

If you believe that the Company is non-compliant with any aspect of these terms, then a formal complaint should be raised at the earliest opportunity as outlined in the company Complaints Policy.

If the Company believes that you are non-compliant with these Terms, the Company reserves the right to cease service delivery with immediate effect. You will still be liable for any charges up until the point that service is withdrawn by the Company

3. Force Majeure

The Company reserves the right to invoke force majeure in respect of this contract in the unlikely event that company operations are affected by;

- Natural Disasters (Acts of God): Earthquakes, floods, hurricanes, wildfires, volcanic eruptions (list not exhaustive)
- Human-caused disruptions: Wars, terrorism, riots, strikes, civil unrest, government actions like embargoes, quarantine orders or regulatory changes (list no exhaustive).
- Health crises: Epidemic, pandemics, or public health emergencies (list not exhaustive).
- Infrastructure Failures: Prolonged power outages, transportation breakdowns, or communication failures (list not exhaustive).

The Company will notify you, as soon as is practicably possible, of the invocation of this clause. The invocation of force majeure will mean that this Contract is no longer applicable to either party.

The Company will, where reasonably practical, offer a timescale for when services are likely able to resume. There is no obligation, and it is at your discretion, if you wish to re-enter into a contract with the Company once operations have restarted. The Company reserves the right to review and amend all Policies, Terms and Conditions prior to restarting operations.

In the event that you have paid the Company for a service that it is no longer able to deliver, the Company will make every effort to refund any money, minus Company Standard Rates for any test or part of, that has already been delivered.

Related Policies

- [Complaints Policy](#)
- [Equality Diversity and Inclusion Policy](#)
- [Safeguarding Policy](#)
- [Quality and Governance Policy](#)