SSI-QF-36AA Diagnostic Services Terms (Clinics)

These Diagnostic Services Terms ("Terms") apply to diagnostic sleep study interpretation services provided by Stowood Scientific Instruments Ltd (company number 05195952) ("Stowood", "we", "us").

1. Services

1.1 We provide diagnostic services limited to the scoring, interpretation and reporting of sleep study data supplied by you (the "Services").

1.2 The Services are diagnostic and interpretative only. We do not provide treatment, prescribing, therapy, clinical decision-making or ongoing patient management.

1.3 All clinical responsibility, including diagnosis, treatment decisions, patient communication and follow-up, remains with you and/or the treating clinician.

2. Scoring Methodology and Assumptions

2.1 The Services are performed in accordance with applicable professional standards and the scoring and reporting assumptions set out below.

2.2 You acknowledge that sleep study interpretation depends on data quality and that reports prepared in accordance with these assumptions shall be deemed compliant with these Terms.

2.3 Scoring and Reporting Assumptions

Unless agreed otherwise, studies are scored in line with the "Recommended" scoring rules of *The AASM Manual for the Scoring of Sleep and Associated Events – Rules, Terminology and Technical Specifications* (Version 3, 2023), subject to the following assumptions:

- Hypopnoeas are identified using the recommended rule (≥3% oxygen desaturation or associated arousal) and are not classified as obstructive or central.
- In the absence of an oronasal thermal airflow sensor, apnoeas are identified using available nasal pressure and respiratory inductance plethysmography signals.
- Where airflow signals are unavailable, respiratory inductance plethysmography and derived signals are used.
- Cheyne–Stokes respiration is reported descriptively rather than numerically.
- Respiratory effort-related arousals are not scored or reported.
- Desaturation events are reported at ≥4%.
- Hypoventilation is not scored in the absence of PCO_2 data.
- Certain movement-related or post-arousal events may be excluded from scoring and recorded as technical notes.
- Snore detection is auto-scored and dependent on available signal traces.
- Periodic limb movements are scored only when meeting standard criteria and are not scored during wake or when associated with breathing events.
- Where signal integrity is compromised, this will be described in the report and may affect scoring.
- Position analysis is automated and assumes correct device placement unless otherwise stated.
- REM sleep without atonia is not formally scored but may be commented upon if suspected.

- Loss or compromise of EEG or EMG signals will be managed based on available data, with explanatory notes included. Studies may be deemed unreportable where data quality is insufficient.

We may use suitably qualified subcontractors to provide the Services.

3. Orders

3.1 You may request Services by submitting referrals or instructions by email, portal upload or other agreed method (each an "Order").

3.2 Submission of an Order constitutes acceptance of these Terms.

4. Acceptance

4.1 Reports are deemed accepted when they:

(a) include the patient identifiers provided;

(b) include the agreed diagnostic outputs; and

(c) are prepared in accordance with the scoring and reporting assumptions above.

4.2 Acceptance shall not be withheld due to disagreement with clinical interpretation.

5. Charges and Payment

5.1 Charges are agreed per study or service.

5.2 Unless agreed otherwise, payment is required in advance of the Services being provided.

5.3 We may suspend or decline to provide Services where payment has not been received.

6. Data Protection

6.1 In these Terms, "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018 and all applicable data protection and privacy laws in force from time to time; and "controller", "personal data", "special category data", "data subject" and "personal data breach" have the meanings given in that legislation. The personal data processed under these Terms includes patient identifiers, contact details and health data (which is special category data).

6.2 In providing the Services, Stowood determines the purposes and means of processing the patient's personal data — it contracts with or deals directly with the patient, arranges the study, scores and interprets the data according to its own methodology, and retains records as required for regulatory and audit purposes. Accordingly, Stowood acts as a controller in respect of that processing. This is the case whether the patient or the referring clinician pays for the Services.

6.3 The referring clinician is a separate, independent controller in respect of the referral and of any clinical decisions the clinician makes on receiving the report. Stowood and the referring clinician are not joint controllers, and neither acts as the other's processor. The report is provided to the referring clinician as a recipient acting in their own right as controller.

6.4 As controller, Stowood processes the patient's personal data under its own privacy information, which is made available to patients, and relies on Article 9(2)(h) UK GDPR (health or social care) and the corresponding condition in Schedule 1 of the Data Protection Act 2018 as the condition for processing health data, supported by an appropriate policy document. You warrant that, in making a referral, you have a lawful basis to disclose the patient's personal data to Stowood for the purpose of the Services and that the patient has been informed that their study will be carried out by Stowood.

6.5 Stowood processes the personal data only for the purpose of providing the Services and connected regulatory obligations. Stowood provides a copy of the report to the referring clinician and, on request, may provide a copy to the patient as the data subject. Stowood retains the study data and report for 8 years from the end of the patient's care, in line with the NHS Records Management Code of Practice, after which they are securely destroyed (or, for a patient under 18, until the patient's 25th birthday), together with any record required to be kept for longer by law.

6.6 Stowood may use suitably qualified subcontractors (for example, consultant physicians and physiologists) to carry out the Services. Where Stowood shares personal data with such subcontractors it does so under written terms imposing appropriate confidentiality and data protection obligations, and Stowood remains responsible for the security of the personal data.

6.7 Stowood implements appropriate technical and organisational measures to protect the personal data, taking into account that it includes special category health data, and processes it within the United Kingdom. Each party shall comply with the Data Protection Legislation and shall provide the other with reasonable assistance in responding to any data subject request or personal data breach that concerns the personal data shared between them.

7. Liability

7.1 Nothing in these Terms limits liability that cannot legally be limited.

7.2 Subject to clause 7.1, our total liability arising out of or in connection with the Services shall not exceed £500,000.

7.3 We are not responsible for treatment decisions, clinical outcomes or indirect or consequential losses.

8. Termination

8.1 Either party may stop using the Services at any time by written notice.

8.2 Fees remain payable for Services already performed.

9. General

9.1 These Terms constitute the entire agreement relating to the Services.

9.2 These Terms are governed by the laws of England and Wales.

10. Patient Payment Clause

10.1 Where patients contract directly with Stowood for diagnostic services:

- Stowood is responsible for collecting fees from patients
- The Referrer has no financial liability for patient fees
- No referral fees or financial incentives are paid
- The Referrer acts independently and is not an agent of Stowood

Patients remain free to choose alternative providers.

By submitting a referral or Order, you confirm acceptance of these Diagnostic Services Terms.

Dated 16/Jul/2026