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| **PATIENT GUIDE** | |
| Name of establishment or agency | Fitforsurgery |
| Address and postcode | Tudor House  16 Cathedral road  Cardiff  CF11 9LJ |
| Telephone number | 07359015038 |
| Email address | [info@fitforsurgery.com](mailto:info@fitforsurgery.com) |
| Fax number |  |
| Name Registered Manager/s | Dr Claire Dunstan |

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| **Summary of Statement of Purpose** |
| At fitforsurgery we offer a comprehensive service, fully personalised and administered by my team members who specialise in this type of care. We hope our clinics and signposting to resources will help you focus on improving your health to ensure a seamless journey through the peri-operative period.    We offer individual clinic appointments but can also combine medical clinics, physiotherapy, personal training, dietetics and clinical psychology sessions into an individualised package of care for the 4 weeks to 4 months leading up to your surgery and beyond.  Our fully virtual, bespoke medical clinic, uses advances in medical technology to support you before you embark on your surgical journey. Invest in yourself and your health, we'll help you achieve your fitness and wellness goals, whilst being convenient by working around your busy lifestyle.    Why get fit for surgery?  The evidence for 'being your best you'  before surgery is vast with many organisations recommending that patinets with medical conditins optimize their health by undertaking regular physical exercise, with nutritional and psychological support. This all directly impacts on the outcomes from your surgery. Whether this is translated into length of stay or complications such as infections, blood clots or heart or respiratory problems. Your journey will be smoother if you are Fit for Surgery before you start.  For example, being as fit as possible is recommended by the [British heart foundation (see link)](https://www.bhf.org.uk/informationsupport/heart-matters-magazine/activity/being-active-before-surgery) prior to Heart Surgery. The American college of surgeons have developed a "[Strong for Surgery" (see link)](https://www.facs.org/quality-programs/strong-for-surgery/about)programme.  Meet the Team  Dr Claire Dunstan – Medical Director fitforsurgery  Rachel Disley - Physiotherapist  Eloise Crawley – Dietitian  Heather Williams – Personal Trainer  Dr Charlotte Curran – Clinical Psychologist  Your route through treatment   1. Register with TM3 (links on www.fitforsurgery.com) 2. Book Online with TM3 selecting the initial consultation date/time using the integrated diary 3. Medical booking form/Video Consent form completed/GP record obtained by patient 4. Video Consultation using TM3 ‘connect’ 5. Discussion around fitness for a package of care and expectations of Anaesthesia 6. Bespoke package developed 7. Clients completes course of treatment 8. Client has their surgery 9. Option to return to ‘fitforsurgery’ Team post-operatively 10. Option for single anaesthetic appointments 11. Option for New clients to start a ‘package of care’ post-surgery |

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| These terms  **What these terms cover**. Below are the terms and conditions on which we, Innovate Online Medical Solutions Ltd, provide the services to you. The exact services we will provide will depend on what we agree and what is the result of your Initial Consultation (see below).  **Why you should read them**. Before you agree that we will provide the services to you and/or carry out the Initial Consultation, please read these terms carefully. These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions concerning these terms, please ask before entering into a contract with us.   1. Information about us and how to contact us   We are Innovate Online Medical Solutions Ltd and we trade as ‘Fit For Surgery’. We are a company registered in England and Wales. Our company registration number is 12628814 and our registered office is at Tudor House, 16 Cathedral Road, Cardiff, United Kingdom, CF11 9LJ.  You can contact us by telephoning our customer service team at [07359015038] or by emailing us at info@fitforsurgery.com  If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.  When we use the words "writing" or "written" in these terms, this includes emails.   1. Initial Consultation   We will perform an Initial Consultation before we provide any services (the Initial Consultation). We will undertake the Initial Consultation to discuss and assess your needs and requirements.  The Initial Consultation will be conducted virtually via videoconference or over the phone.  [An Initial Consultation shall consist of:  A discussion and analysis of your medical conditions; and  An evaluation of your needs]  During the Initial Consultation, you will meet with one of our medical team and we expect the meeting to last approximately 30 minutes. During this meeting, we will discuss what services we can provide and how these will benefit you (the Services).  We will require certain information from you and will require you to complete and sign our consent form before we can begin providing the Services.  We will not provide any Services until you have given your explicit consent.  Please note that after the Initial Consultation, we may decide that we cannot provide any services if, for example, these are not suitable or appropriate. However, we will endeavour to provide assistance in providing you with details of other service providers that may be able to help you.   1. Our contract with you   Following the Initial Consultation, we will discuss the treatment packages we have available (the Packages) and will recommend what service or treatment package that we think would most benefit you. You should then visit our website to select the Package that you would like to purchase and place a booking via our website.  Your booking request shall constitute an offer by you to purchase the Services as described in the Package information, and our acceptance will only take place when [we email you to accept it], at which point a contract will come into existence between you and us.  If there is a significant time period between an Initial Consultation and us providing the Services, we may ask you to confirm that the details of the Initial Consultation are still applicable or ask that you undergo another Initial Consultation.  If we are unable to accept your booking, we will inform you of this and will not charge you for the Services. This might be because we are unable to meet your needs, your needs may have changed since the Initial Consultation or because of unexpected limits on our resources which we could not reasonably plan for.   1. Our services   We will only provide the Services after an Initial Consultation has taken place.  The Services we offer will depend on the Package that you have bought. Details of the Packages can be found on our website. However, we reserve the right to amend the Services delivered as part of a Package if there is medical requirement to do so or for any other reason in accordance with clause 7.   1. Your rights to make changes   If you wish to make a change to the Package or Services you have requested please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Package or Service and anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.   1. Our rights to make changes   We may have to make amendments to the Package or the Services to be provided:  To reflect any changes in relevant laws or regulatory requirements;  To reflect any changes within our team;  To accommodate any updates, improvements or changes in your medical requirements.  We may update these terms and conditions from time to time and you will be notified of any changes that come into effect via one of the following methods:  In person when on a video consultation;  Via notifications on our website;  Via email to the address that we hold for you (it is your responsibility to ensure that the email address and other information we hold for you is up to date and accurate).  We will notify you of any changes to the Package or the Services as soon as possible and will confirm that you wish to continue with the Services.   1. Delivering the Services   We will provide the Services in accordance with the selected Package or treatment plan as agreed between us.  We will agree a time and date for all sessions in advance. If you need to change the date or time of your session, please let us know at least [48 hours] before the originally agreed time.  In order for us to provide proper treatment, we will give reasonable instructions which you should follow. This will include, for example, removing some items of clothing for many conditions to be treated. If you feel uncomfortable about the examination or treatment, you can bring someone with you or ask us to arrange a chaperone to be present during the session.  We may set you additional tasks to be completed between sessions. You are not obliged to complete these tasks; but if you do not complete them, your progress in achieving the desired outcomes may be slowed down.  We may stop a session at any time and not continue it if we consider that you are not following our reasonable instructions. If this happens, you will still be liable (at our discretion) to pay the fee for that session.  We may contract third party providers to deliver specialist services, including physiotherapy or personal training sessions. We will ensure that all third party providers have all necessary skills and qualifications to deliver the Services.  At the conclusion of the Services, if requested, we may send a report to your GP or medical consultant outlining the Services provided. Please let us know if you do not wish for us to do so.   1. Cancellation and non-attendance   If our provision of the Services is delayed by an event outside our control, for example if a staff member is sick or a previous session has overrun, then we will contact you as soon as possible to let you know and we will take steps to rearrange the session.  If we have to cancel a scheduled session, we will book you another appointment as soon as reasonably possible. No charge will be made to you for the session cancelled by us.  If you are late arriving at a session, the session will begin on your arrival and continue until the time when it is scheduled to end. If you wish the session to overrun, and we agree, then you may be charged at our discretion for the extra time we spend in providing the Services.  If you have booked a session and you cancel with less than 48 hours' notice or do not turn up for the session, then you are liable to pay the full cost of that session.  If you cancel an appointment, we reserve the right to charge for any additional administrative time other than that which would reasonably be required to fulfil your session and to communicate with your GP or medical consultant if necessary. This may include costs for preparing clinical reports, taking copies of clinical reports and handling of rejected or late payment (such administration charge will not exceed £20.00).   1. Specific outcomes   We shall use our reasonable endeavours to enable you to achieve your desired outcomes.  Notwithstanding anything in these terms, we cannot guarantee that any desired outcome will be achieved. You have sole responsibility for acting on any recommendations or advice we may give.  We have no liability for any loss incurred by you, whether financial or otherwise, following the provision of the Services, nor for any perceived failure by you, whether justified or otherwise, to achieve your desired outcomes or goals.   1. Your property   Whilst we take all reasonable care to ensure your safety due to the virtual nature of the environment it is your responsibility to ensure the safety, space and privacy of your surroundings whilst performing physiotherapy and personal training sessions at home or elsewhere.   1. Your rights to end the contract   Your rights when you end the contract will depend on the bookings that you have made, whether there is an issue with the Services, how we are performing and when you decide to end the contract:  If the Package is misdescribed or the Services are not provided with reasonable care and skill you may have a legal right to end the contract (or have the Service re-performed or to get some or all of your money back).  If you want to end the contract because of something we have done or have told you we are going to do, for example if we have told you about an error in the price, an upcoming change to the Services or that we cannot provide the Services for any reason.  If you enter into the contract online you may have a legal right to change your mind within 14 days of entering the contract and receive a refund, but this may be subject to deductions. This is a legal right available under the Consumer Contracts Regulations 2013.  You have 14 days after the day we email you to confirm we acceptance of the booking. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.  Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. The contract will be deemed completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.  To end the contract with us, please let us know by doing one of the following:  **Phone or email**. Call customer services on [07359015038] or email us at info@fitforsurgery.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.  **Online**. Complete the cancellation form on our website and email to us at info@fitforsurgery.com  **By post**. Print off the cancellation form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.  We will make any refund due to you as soon as possible, and always within 14 days of your ending the contract. We may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.   1. Our rights to end the contract   In exceptional circumstances, such as illness or other commitments, inappropriate behaviour by you, refusal to be treated in a reasonable way, non-payment, actual or potential conflict of interest, or other reasons, we may decide to terminate the Services early and or refuse or be unable to provide further sessions to you.  If we are required to terminate the contract, we shall give you reasonable notice of termination where practicable and will refund to you any advance payment made for sessions not yet provided.   1. Price and payment   The price of the Services/Package (which includes VAT) will be the price indicated on our website [or within your treatment plan] when you placed your order. We take all reasonable care to ensure that the price of the Service advised to you is correct.  Our prices may change at any time, but price changes will not affect any bookings that we have already confirmed.  If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.  It is always possible that, despite our best efforts, some of the Packages we sell may be incorrectly priced on our website. We will normally check prices before accepting your order so that, where the Package’s correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Package’s correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.  We accept payment made via Stripe on TM3 which accepts all major credit cards. We require full payment in advance for the Package before the Services can begin.  If you request extra sessions, we ask that you pay for them online, if this isn’t practicable we will invoice you the balance of the price of the Services when we have completed them. You must pay each invoice within 14 days after the date of the invoice.]  If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.  If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.   1. Our liability   If 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, but we are not responsible for any loss or damage that is not foreseeable.  Our liability to compensate you for any loss or damage (except for death or personal injury) is limited to the total amount paid by you for the Services.  Nothing in these terms shall limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services, including the right to supply the Services with reasonable skill and care.  If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.  We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, or for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Services. Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.  This clause 17 will survive the termination of the contract.   1. Data protection and confidentiality   We will only use your personal information as set out in our Privacy Notice that is available on our website.  We shall treat all information supplied by you as confidential. We shall not disclose such information to any third party without your prior permission, except where required by law or where action might be necessary to protect you or someone else.   1. Other important terms   We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.  This contract is between you and us. No other person shall have any rights to enforce any of its terms.  Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.  We will not be liable to you as a result of any delay or failure to perform our obligations under this contract as a result of any event beyond our control including but not limited to, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, fire, flood or storm epidemic or pandemic or breakdown of machinery.  If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.  If you have any questions or are unhappy about the Services, let your practitioner know. You can also telephone our customer service team at [07359015038] or write to us at info@fitforsurgery.com. If the matter is not resolved to your satisfaction, the matter will be referred to one of our [directors] who will handle your complaint.  These terms are governed by English and Welsh law and you can bring legal proceedings in respect of the Services in the courts of England and Wales.  **Cancellation form**  *(Complete and return this form only if you wish to withdraw from the contract)*  To Directors  Innovate Online Medical Solutions Ltd  Tudor House  16 Cathedral Road  Cardiff  United Kingdom  CF11 9LJ  Or by email: info@fitforsurgery.com  I [name of customer] hereby give notice that I cancel my contract of sale of the following for the supply of the following service [details of service to be provided], purchased on [date of booking].  [Name of customer]  [address of customer]  …………………………………  (signature)  Date: |

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| **CONTRACT BETWEEN PATIENTS AND SERVICE PROVIDER** |
| See above |



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| **COMPLAINTS PROCEDURE** |
| |  |  | | --- | --- | | C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\NWJY4FBL\sad-98457_960_720[1].png | Are you are unhappy about something that has  happened to you when we have been caring for you?  We want to try to put things right. | | C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\4QNPJYN8\Telephone-High-Quality-PNG-180x180[1].png | You can speak to one of the Managers within  FitForSurgery (07359015038).  They will listen to your concerns and say how we can sort things out quickly. | | C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\YTRY9ZN9\email_icon[1].gif | Or Email us at:- info@fitforsurgery.com | | C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\4QNPJYN8\Help[1].jpg | We will try and help you with your concerns. We will try to arrange a meeting within 5 working days,  Sometimes it is better to have a meeting with doctors and staff involved in your care to try and sort out your problems. | | C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\NWJY4FBL\sad-98457_960_720[1].png | If you are still not happy you can speak to us again  and we will try to put things right if we can.  This time we will arrange a meeting with both the practitioner and Dr Claire Dunstan, you are welcome to bring a support person with you, this will happen less than 10 working days after the request.  If we still haven’t resolved your issue then you can have a one to one discussion with Dr Claire Dunstan, 10 working days from the second review. We really want to make sure you are happy with our services. | | C:\Program Files\Microsoft Office\MEDIA\OFFICE14\AutoShap\BD18216_.wmfC:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\NWJY4FBL\Telephone-High-Quality-PNG-180x180[1].png  C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\YTRY9ZN9\email_icon[1].gif | If you would like your complaint documented with HIW then you can contact  Healthcare Inspectorate Wales, (HIW) Merthyr Tydfil,  Wales CF48 1UZ by telephoning 0300 062 8613 or  by email hiw@gov.wales.  As a final option **and if the NHS has been involved** then you can contact the Ombudsman in Wales, , [www.ombudsman.wales](http://www.ombudsman.wales)  Either email [ask@ombudsman.wales](mailto:ask@ombudsman.wales)  Telephone 0300 790 0203.  Or fill in an online complaint form  Or send a downloaded form to 1Ffordd yr Hen Gae, Pencoed. CF35 5LJ | |

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| **SUMMARY OF PATIENTS VIEWS** |
| *Once available for packages of care.*  *Some patient views are already accessible on* [*www.fitforsurgery.com*](http://www.fitforsurgery.com) *for individual practitioners from previous clients with different businesses.* |

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| **REGISTRATION AUTHORITY** |
| Most recent HIW inspection report (once available) and information how a copy can be obtained.  HealthCare Inspectorate Wales  Welsh Government  Rhydycar Business Park  Merthyr Tydfil  CF48 1UZ  Email - [hiw@gov.wales](mailto:hiw@gov.wales)  Telephone 03000628163 |

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| **Date Patient Guide written** | 6/2/21 |
| **Author** | Dr Claire Dunstan |

**P****ATIENT GUIDE REVIEWS**

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| Date Patient Guide reviewed |  |
| Reviewed by |  |
| Date HIW notified of changes |  |

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|  | Are you are unhappy about something that has happened to you when we have been caring for you? We want to try to put things right. |
|  | You can speak to one of the Managers within FitForSurgery (07359015038). They will listen to your concerns and say how we can sort things out quickly. |
| C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\YTRY9ZN9\email_icon[1].gif | You can write to us at:-  Or email us at:- info@fitforsurgery.com |
|  | We will try and help you with your concerns. If we can’t help you we will tell you what you can do next. Sometimes it is better to have a meeting with doctors and staff involved in your care to try and sort out your problems. Sometimes it is better if we ask an independent person to look into your concerns and then we will write to you. |
|  | If you are still not happy you can speak to us again and we will try to put things right if we can. |
| C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\NWJY4FBL\Telephone-High-Quality-PNG-180x180[1].png  C:\Users\mervyn\AppData\Local\Microsoft\Windows\INetCache\IE\YTRY9ZN9\email_icon[1].gif | If you still have concerns then you can contact the Healthcare Inspectorate Wales, (HIW) Merthyr Tydfil, Wales CF48 1UZ by telephoning 0300 062 8613 or by email hiw@gov.wales.  As a final option you can contact the Ombudsman by writing to: Parliamentary and Health Service Ombudsman (PHSO) Millbank Tower Millbank London SW1P 4QP by telephoning: 0345 015 4033 or by email enquiry@ombudsman-services.org |
| https://lh3.googleusercontent.com/PMldOZA3kV1i6Neb-PIdtOfMjNiisStk1a2cBxs4fCqlPshukCIW8YXR6jaMJluD0dg3lk8=s143 | Do you need someone to help you raise your concern or complaint? You can ask the Health Complaints Advocacy Service who are called SEAP who will help you to raise your concern or complaint. You can write to them at: SEAP PO Box 375 Hastings East Sussex TN34 9HU You can email them: Info@seap.org.uk You can  telephone them on: 0330 440 9000 |

