

Disclaimer, Waiver and Release

Welcome to Vinesh Narine Singh trading as Newave Medical (ABN 96 179 568 341) (**Newave Medical, we us, our**). We are committed to providing you with the best care possible and look forward to helping you with your health goals.

By engaging our services, you are taken to have read, understood and accepted our terms and conditions of service, which are set out on our Website, and available at www.newavemedical.com.au (**Website Terms**).

This document is a Disclaimer, Waiver and Release which contains our disclaimers, limitations of liability, indemnities, and release from you in connection with our services, as per the terms and conditions outlined below (Terms).

Both the Website Terms and these Terms are important, and you should ensure that you read them carefully and contact Dr Vinesh Singh at info@newavemedical.com.au if you have any questions before engaging our services.

These Terms are to be read in conjunction with the Website Terms. If there are any inconsistencies between the Website Terms and these Terms, these Terms are to prevail.

1. I understand, acknowledge, expressly warrant and agree that:
 - 1.1 I am receiving the holistic medical services provided by Newave Medical, which includes preventative medical care.
 - 1.2 I am choosing to receive Newave Medical's services voluntarily.
 - 1.3 Newave Medical's services provide support, guidance and tools for me to set goals, determine priorities and achieve results in relation to my health, but any decision I make, and the consequences that flow from my decisions, is my sole responsibility. Newave Medical does not guarantee, and makes no express implied warranties, as to any specific results. My success depends on many factors, including honest disclosure of any prior existing medical conditions, prescribed medications, supplements and complementary therapies, commitment to any prescribed health plans, my chosen compounding pharmacist/supplement provider, and my own dedication, desire, and motivation.

- 1.4 In receiving the services, Newave Medical may request that I undergo testing by independent medical service providers (**Tests**). Before being referred for any Tests beyond our routine medical testing, Newave Medical will inform me of the nature and purpose of these Tests. Whilst the Tests will be undertaken in Australia, from time to time the results may be processed by labs outside of Australia in accordance with our privacy policy.
 - 1.5 Testing can take place either within or outside of Australia and may not always be accredited by Australian regulatory bodies. Dr Vinesh Singh uses these labs as a form of supplementary information, not for diagnosis purposes. Dr Vinesh Singh has found these Tests can be useful during treatment.
 - 1.6 There is no Medicare or any other private health fund rebate, including bulk billing options, available on any of Newave Medical's services. However, you may engage a medical services financier, such as MediPay, to purchase our services as part of a payment plan.
 - 1.7 Newave Medical may also request you to undertake a supplement regime as a component of the holistic health plans we devise for you. In such circumstances Newave Medical uses a specific compounding pharmacist to develop the supplements required for this regime and will provide you with their details.
 - 1.8 Treatments are not always within the realms of conventional medicine and may be based on observational analysis as well as anecdotal and clinical evidence with safety as the foremost priority. Appropriate consent will be obtained for those treatments deemed outside of conventional medicine.
 - 1.9 Newave Medical's services are tailored to suit my individual circumstances as a patient of Dr Vinesh Singh. I am not to share any personalised health plans devised in consultation with Newave Medical with other Newave Medical patients or any other individual. I should only follow health plans specifically tailored for me by Newave Medical.
 - 1.10 Newave Medical will not provide intimate female clinical examinations, such as breast and vaginal examinations, other than in exceptional circumstances (**Intimate Examination**). Exceptional circumstances is to be determined by Newave Medical in their sole discretion during any consultation with you. In the event of an Intimate Examination I must bring a support person with me to observe Newave Medical's clinical examination of me. Newave Medical will not conduct any Intimate Examinations without a support person being present with me.
 - 1.11 I have been informed by Newave Medical of the risks, side effects, permanency of outcome and other aspects of the nature and quality of any Tests or treatments.
 - a) I have been informed of any fees and charges, including ancillary and add-on services, that will be incurred in connection with our services.
 - b) I have asked any questions that I might have regarding Newave Medical's services.
 - c) This form constitutes full disclosure and that it supersedes any previous verbal or written disclosures between Newave Medical and me.
2. In consideration of these Terms and the express warranties supplied by you in connection with Newave Medical's services, you hereby indemnify, hold harmless and forever release Newave Medical and each of their respective officers, representatives and agents (**those Released**) and expressly exclude and indemnify those Released from any liability, loss, damage, claims, costs, expenses (including personal injury and negligence) suffered, incurred or otherwise arising out of, or in connection with our services and specifically your express warranties. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of profit, economic loss, injury, or the cost of procurement of substitute services arising out of the supply or in connection with our services.
 3. Where we expressly exclude and/or limit our indemnity and any and liability in connection with these Terms, your express warranties or in connection with our services generally, it is to the extent permitted by law, and without exclusion or limitation to your rights under the *Australian Consumer Law* and AHPRA regulations.

4. If any portion of this release from liability is deemed by a court to be invalid, then the remainder of this release is to remain and the invalid provision (or provisions) removed.
5. By signing below, I, _____ (insert full name), the patient, confirm that I have read, understood and accept the Terms of this document. I am signing this document voluntarily and acknowledge that my signature serves as complete and unconditional release of all liability to the maximum extent permitted by law and that it cannot be changed other than in writing by Newave Medical and me.

Please note that if you are under the age of 18, your parent or legal guardian must sign this document.

Client name (PRINT)

Client Signature

Date