

TERMS AND CONDITIONS

Welcome to <http://www.newavemedical.com.au/> (our **Site**).

This Site gives you an opportunity to browse and request online holistic health services for individuals offered by Vinesh Narine Singh ABN 96 179 568 341 trading as Newave Medical (**Newave Medical, we, us, our**).

These Terms and Conditions (**Terms**) govern your use of this Site, as well as Newave Medical's services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact Newave Medical at info@newavemedical.com.au if you have any questions before engaging our services.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

Newave Medical's services are intended for people aged 18 and over. Our services may be purchased for minors between the ages of 14-18, but only in Newave Medical's sole discretion. In these cases, an adult who has legal guardianship must accompany the minor during any consultations.

These terms were last updated in January 2020.

ACCEPTANCE OF TERMS

1. By accessing or using the services offered on our Site you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site and our services will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to immediately discontinue your use of our services.

VARIATION TO TERMS

3. Newave Medical reserves the right, in its sole discretion, to vary, change or amend any part of these Terms.
4. In that event, Newave Medical will provide notice of the variation by publishing the updated Terms on our Site.
5. The updated Terms will be taken to have effect on the date of publication
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6. Your continued use of our services and the Site constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by these updated Terms.
7. Should you object or disagree to the Terms, you must discontinue your use of Newave Medical's services, and our Site.

GENERAL DISCLAIMER

8. The Newave Medical Site is intended for general education, information and appointment booking purposes only. Nothing on this Site purports to offer specific medical, psychological, or other professional advice. Use caution and always seek professional advice before acting on any information that we provide online.
9. Reading the information on this Site does not create a doctor-patient relationship. The use of any information provided is solely at your own risk.
10. The services we provide do not replace your existing primary care physician relationship but are intended only to supplement that relationship for your non-emergency medical needs.

NEWAVE MEDICAL PRACTICE DISCLAIMER

11. In providing our services, Newave Medical may request you to undergo testing by independent medical service providers (**Tests**). Before referring you for any Tests beyond our routine medical testing, Newave Medical will inform you 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.
12. 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.

13. Newave Medical will not provide intimate female clinical examinations, such as breast and vaginal examinations, unless in exceptional circumstances as determined by Newave Medical in their sole discretion (**Intimate Examinations**). In such circumstances you must bring a support person with you to observe Newave Medical's clinical examination. Newave Medical will not conduct any Intimate Examinations without this support person present.
14. Newave Medical provides all consults in English and will not provide any translation services should you require them. You are responsible for bringing a translator to any consults where necessary.
15. Newave Medical will not treat any patients who are intoxicated at consultations or in emergency circumstances. In such circumstances, you should immediately call 000 or present at an emergency department at hospital.

RESULTS DISCLAIMER

16. Newave Medical's services provide support, guidance and tools for you to set goals, determine priorities and achieve results in relation to your health, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Newave Medical does not guarantee, and makes no express implied warranties, as to any specific results. Your 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, your chosen compounding pharmacist/supplement provider, dedication, desire, and motivation.
17. Newave Medical's services are bespoke to each patient's individual circumstances. You are not to share any personalized health plans devised in consultation with Newave Medical with other Newave Medical patients or any other individual. You should only follow health plans specifically tailored for you by Newave Medical.

REGISTERING YOUR DETAILS

18. You must provide accurate, complete and up-to-date personal information, including medical history, as requested, and it is your responsibility to inform us of any changes to your personal information. Without accurate and up-to-date information, we are unable to ensure the services you receive are those you require. We require that you register your details on our Site before booking a consultation.
19. We may at any time request a form of identification to verify your identity.
20. To the extent that you provide personal information, Newave Medical will treat such information strictly in accordance with its privacy policy

COPYRIGHT AND TRADE MARK NOTICES

21. All material on this Site or otherwise delivered by us by us including (but not limited to) Site content, text, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.
22. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

23. The trade marks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Newave Medical. The trade marks whether registered or unregistered, may not be used in connection with any service that does not belong to Newave Medical, in any manner that is likely to cause confusion with customers, or in any manner that disparages Newave Medical.
24. Nothing contained on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.
25. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Newave Medical will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

RIGHT TO TERMINATE

26. We reserve the right to terminate your use of the Site and our services generally if you breach these terms, as determined by us in our sole discretion.
27. Upon termination, refunds are not provided for services that have been rendered by us, unless we are in breach of the *Australian Competition and Consumer Act 2010*.

PRICES

28. All prices for Newave Medical's services are in Australian dollars (AUD). All prices are subject to change without notice.
29. Prices include GST unless indicated otherwise but exclude delivery charges and customs duty and other taxes, if applicable.
30. Any private testing and supplementation requested by Newave Medical is not included in Newave Medical's consult fees, and will be invoiced as a separately and in addition to the consult fee.

REFUNDS

31. Refunds will be granted at the sole discretion of Dr Vinesh Singh. Each refund request will be assessed on a case-by-case basis and only granted when genuine value has not been received or isn't able to be received.

PAYMENTS

32. Payment of a 50% deposit for the first and second consultation, and full payment for Newave Medical telephone consultations must be paid at the time of booking by Eftpos or bank transfer only.
33. If you cancel your appointment within 48 hours before the consult your deposit will not be refunded.

34. Receipts for any Newave Medical program are automatically generated and can be requested at any time by emailing info@newavemedical.com.au.
35. Failure to make payment may lead to suspension or termination of our services in accordance with clauses 28 and 29.
36. 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.

BOOKING AND CANCELLATION

37. By making a booking with Newave Medical, or otherwise communicating your acceptance of a proposal from Newave Medical, you agree to be bound by our booking policy.
38. Bookings must be made via the website booking system, or booked directly by telephone on 1300 170 520, at least 24 hours before the desired consult time.
39. You must attend your consult 5 minutes before the allocated start time to ensure that your consult runs for the full duration of the appointment. If you are running late, Newave Medical reserves the right to cut short your consult time.
40. You may reschedule your appointment up to 3 times without any penalty, provided at least 48 hours' prior notice has been given to Newave Medical. After this, your deposit will be forfeited each subsequent time you reschedule.
41. If you cancel less than 48 hours prior to your consult, or if you're a 'no show', you forfeit the consult and are liable to pay the full consult fee.
42. If you need to reschedule or cancel a consult you may do so up to three times, after which you will forfeit the consult.
43. In the unlikely event that Newave Medical cancels a booking, your consult will be rescheduled as soon as practicable.

LIABILITY IS LIMITED

44. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under *Australian Consumer Laws* and Australian Health Practitioner Regulation Authority (**AHPRA**) regulations.
45. 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 use, profits, data or other intangibles, or the cost of procurement of substitute services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site or Our Content.
46. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:

- a. Reliance on the completeness, accuracy, suitability or currency of information, or services irrespective of any verifying measures taken by us (including third party material and advertisements).
- b. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
- c. Accessing websites or servers maintained by other organisations through links on our Site or services. Links are provided for convenience only. We do not endorse linked websites nor their services and you access them at your own risk.

YOUR INDEMNITY

47. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damages (including but not limited to legal costs and disbursements on a full indemnity basis) whether incurred or suffered by you, or us, as a direct, or indirect consequence of using, or attempting to use our information, services, or for any breach of these Terms by you, or your agents.
48. We are not responsible, and expressly limit our liability to the extent permitted by law in accordance with clauses 43 to 45, which is without limitation to your rights under the *Australian Consumer Law* and AHPRA regulations, for damages of any kind arising out of use, reference to, or reliance or use on any information contained within our Site and services.

NO ASSIGNMENT

49. You cannot transfer or assign your Newave Medical Package without Newave Medical's prior written consent.
50. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

DISPUTE RESOLUTION

51. If a dispute arises between the parties in relation to this Agreement, the dispute must be dealt with in accordance with these clauses 51 to 58.
52. Any party claiming that a dispute exists must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.
53. If the dispute is not resolved by agreement within five working days of the Second Party receiving the notice referred to in paragraph 61 above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five working days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited. The costs of the mediator shall be borne equally between the disputing parties. The chosen mediator shall determine the procedures for the mediation. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
54. Each party must attend and participate in the mediation in good faith.

55. If the parties have not mediated a resolution of the dispute within 10 working days of attending mediation, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it thinks fit in relation to the dispute.
56. Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court or tribunal with jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
57. Despite the existence of a dispute, controversy or claim, the parties must continue to comply with their obligations under the contract.
58. This clause survives termination of this agreement.

APPLICABLE LAW

59. These Terms shall be construed in accordance with and governed by the laws of New South Wales. You consent to the non-exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises between us.

YOUR FEEDBACK

60. We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.
61. If you have questions or comments regarding this Site or Newave Medical's services, please email us at info@newavemedical.com.au.

Company Details

Trading Name: Vinesh Narine Singh trading as Newave Medical

ABN: 96 179 568 341

Country: Australia

Telephone Number: 1300 170 520

Email: info@newavemedical.com.au