



## Compliance Update & Helpline Service

### WHY CHOOSE GOLD SEAL?

Our expert Compliance Services offer:

- **More free time** to focus on core business and service your clients, safe in the knowledge that Gold Seal is looking after your compliance and risk management issues
- **Cost effective legal services** – we are the only compliance and risk management consultancy with in-house legal staff
- **Comprehensive understanding** of your business issues with lawyers and consultants who have Insurance industry backgrounds
- **Regular updates** on changes in legislation to help you stay informed

### GOLD BOOK UPDATE SERVICE

What you get:

- Regular updates of the Gold Book (a Business Operations Manual widely used by financial services intermediaries)
- Regular updates of all your Gold Seal templates and tools
- Gold Seal's highly praised Newsletters

What it costs:

Update Service for Current Users                      \$715.00 incl. GST (or \$650 plus GST) per year

*Please note: Cluster group members, do check your website to see if similar materials are already available to you.*

### GOLD SEAL ASSIST – COMPLIANCE HELPLINE

What you get:

- Use of the Gold Seal Compliance Helpline - one of our most popular services, Gold Seal Assist is for anyone who wants fast and reliable information about regulatory or compliance issues
- Three hours telephone and/or email support per year for up to 3 authorised users
- Gold Seal's highly praised Newsletters

What it costs:

For 3 hours on-call help and advice                      \$935.00 incl. GST (or \$850 plus GST) per year

**To subscribe**, please complete the attached Subscription Form and return to Gold Seal by post or fax.

### Contact us

For more information, please call: 02 8353 6600 or email

**Claire Wivell Plater** E: [clairew@goldseal.net.au](mailto:clairew@goldseal.net.au)

**Charmian Holmes** E: [charmianh@goldseal.net.au](mailto:charmianh@goldseal.net.au)





## 1. DEFINITIONS

### Gold Seal

Gold Seal Risk Management Services Pty Ltd ABN 72 100 974 294, PO Box 443, Potts Point NSW 1335.

Gold Seal **does not** mean Gold Seal Practice Management Pty Limited ABN 89 107 895 027 or Gold Seal Legal Pty Limited ABN 13 106 708 856.

### Financial Services Legislation

Legislation governing the operation of insurance intermediary businesses including, but not limited to the financial services provisions of the Corporations Act 2001 (Cth), the ASIC Act 2001 (Cth) and the Insurance Contracts Act 1984 (Cth).

### Selected Services

The services selected by the Subscriber on the previous page which may include one or more of Gold Book Updates or Gold Seal Assist as further defined below.

## 2. PARTIES

- 2.1 This Agreement is between Gold Seal and the Subscriber named in the attached Subscription Form.

## 3. SUBSCRIPTION

- 3.1 For 12 months from the Commencement Date and any further period for which the Subscriber pays a Subscription Fee (each such period being the Subscription Period), Gold Seal will provide the Selected Services to the Subscriber.
- 3.2 The Commencement Date is the closest first day of a calendar quarter to the date on which Gold Seal receives payment from the Subscriber (for example: if payment is received on 25 January, the commencement date will be 1 January, if payment is received on 25 June, the commencement date will be 1 July).

## 4. NEWSLETTERS

- 4.1 All subscribers to any of Gold Seal's Compliance Services will receive copies of all newsletters providing information and guidance on the implications of changes in the financial services legislation which Gold Seal generally makes available to its customers.

## 5. UPDATE SERVICE

- 5.1 Provided the Subscriber has paid an initial licence fee for the Gold Book Business Operations Manual (**Gold Book**), Gold Seal will make available to the Subscriber in electronic form all updates, modifications and alterations to the Gold Book and all other compliance templates and tools that the Subscriber has purchased from Gold Seal that are generally made available to its customers who pay for such updates.
- 5.2 Gold Seal may in its absolute discretion determine the timing, scope and content of the updates, modifications and alterations, having regard to the extent and timing of regulatory and policy changes. Gold Seal reserves the right to modify the Gold Book and its compliance templates and tools from time to time by changing, removing or adding information, features or data.
- 5.3 The Subscriber acknowledges that superseded Gold Books and compliance templates and tools will become out of date and that, until the next update is provided, replacement Gold Books and compliance templates and tools will not incorporate any changes in the law or contain information which may become effective subsequent to the date shown on the replacement Gold Book and compliance templates and tools.

## 6. GOLD SEAL ASSIST - COMPLIANCE HELPLINE 02 8353 6600

- 6.1 Gold Seal will provide 3 hours telephone and email support with compliance, risk management and legal enquiries regarding the implications of the Financial Services Legislation on the Subscriber's business during the Subscription Period.
- 6.2 The Subscriber may nominate up to 3 authorised users of the Advice Hotline by providing Gold Seal with their names, email addresses and authorisation codes.
- 6.3 Each individual enquiry will be recorded at a minimum of 10 minutes.
- 6.4 If Gold Seal needs to undertake research in order to answer the enquiry, Gold Seal will provide a fixed quotation or an estimate of its fees for providing a response. The Subscriber is under no obligation to utilise Gold Seal's services following the initial enquiry.
- 6.5 The Subscriber acknowledges Gold Seal cannot provide legal advice. If legal advice is required to answer the enquiry, at the Subscriber's request, Gold Seal may refer the enquiry to Gold Seal Legal.

- 6.6 Any information or guidance provided in response to an enquiry may not be relied upon as definitive and is not a substitute for legal or other professional advice provided following a full briefing on the Subscriber's situation. This clause 6 shall survive the termination or expiry of this Agreement.

## 7. SUBSCRIPTION FEE

- 7.1 Subscription Fees are payable annually in advance.
- 7.2 The Subscriber must pay the subscription fee for the Selected Services which is applicable at the time of the initial or any subsequent subscription (Subscription Fee).
- 7.3 One month prior to the expiry of the initial or any subsequent Subscription Period, Gold Seal will send the Subscriber an offer to renew the Subscription and an invoice for the Subscription Fee. Provided the Subscriber pays the Subscription Fee, the Subscription shall continue for a further 12 months on the same terms and conditions (unless amended).

## 8. CONFIDENTIAL AND PERSONAL INFORMATION

- 8.1 Gold Seal acknowledges that it will be provided with confidential information in relation to the Subscriber's business which is not in the public domain and which could include the Subscriber's trade secrets, confidential strategies, operations, processes, dealing, client listings, organisation, structure, business, finance, transactions or affairs. Gold Seal may also be provided with personal information.
- 8.2 Gold Seal agrees that it will not:
- divulge the information to any other person or company without the Subscriber's express written authorisation, unless the disclosure is required by law or when the Subscriber authorises Gold Seal to disclose the information to others when necessary in pursuit of the Subscriber's affairs; or
  - use the information for its own benefit or to the Subscriber's disadvantage.
- 8.3 Gold Seal will require any of its employees and consultants who have access to the confidential information to provide a similar undertaking to the Subscriber.
- 8.4 This Clause 8 shall survive the termination or expiry of this Agreement.

## 9. SPAM

- 9.1 From time to time, Gold Seal may email information about its products, services and activities which Gold Seal believes will be of interest to the Subscriber. If the Subscriber does not wish to receive these emails, the Subscriber may tell Gold Seal at any time by sending an email to [unsubscribe@goldseal.net.au](mailto:unsubscribe@goldseal.net.au).

## 10. OWNERSHIP OF INTELLECTUAL PROPERTY

- 10.1 The Subscriber agrees and acknowledges that all intellectual property rights of any type in the Gold Book and Gold Seal's compliance templates and tools is owned by Gold Seal Risk Management Services Pty Ltd ABN 72 100 974 294; and distributed by Gold Seal pursuant to a licence from Gold Seal Risk Management Services Pty Ltd.

## 11. DISCLAIMER

- 11.1 The services provided by Gold Seal Risk Management Services Pty Ltd are not a substitute for legal or other professional advice.
- 11.2 All of the Gold Seal companies' recommendations and advice will be based on the information and documentation that you provide to us.
- 11.3 None of the Gold Seal companies:
- Accept responsibility for the accuracy or completeness of the information or documents supplied to us,
  - Accept responsibility for the identification of any non-compliance with or breach of the Australian financial services laws or for any deficiencies in your operational, compliance or risk management systems, policies and procedures in any areas we do not review or where information is either incomplete or not provided to us,
  - Guarantee that any legislative or compliance breach has not occurred in the past or will not occur in the future, or
  - Accept responsibility for the discovery, or action to be taken in relation to matters which could possibly give rise to claims and/or circumstances under any policy of professional indemnity insurance or otherwise.
- 11.4 This Clause 11 shall survive the termination or expiry of this Agreement.

### 12. TERM AND TERMINATION

- 12.1 This Agreement is for 12 months from the Commencement Date and will continue for any 12 month period thereafter in respect of which the Subscriber has paid the Subscription Fee (also referred to as the Subscription Period).
- 12.2 The Subscriber may terminate the Agreement at any time by providing 30 days notice in writing to Gold Seal, however Gold Seal is under no obligation to refund any part of the Subscription Fee in respect of the unexpired portion of the Subscription Period.
- 12.3 This Agreement will terminate immediately if one of the parties commits an act of bankruptcy or becomes an externally-administered

body corporate within the meaning of the Corporations Law or has a provisional liquidator appointed.

### 13. MISCELLANEOUS

- 13.1 The Subscriber agrees that Gold Seal may use and disclose the Subscriber's details to companies associated with Gold Seal (including but not limited to Gold Seal Legal and Gold Seal Practice Management) for direct marketing by email or otherwise of Gold Seal companies' products and services to the Subscriber and other purposes.
- 13.2 This Agreement is governed by the law of New South Wales.

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