



Contract Review Service

ABOUT THE SERVICE

A Gold Seal Contract Review helps you to identify areas of liability and exposure in your contract that may not be covered under your insurance program. Doing this before you sign the contract gives you the opportunity to either renegotiate parts of the contract and/or plan how to manage those exposures in advance.

The service includes:

- A review of the contract and relevant insurance policy(s) to identify the liabilities and exposures which arise under the contract and are not covered by the insurance. It covers only the contract terms that are relevant to the insurance policy, not the commercial or other terms of the contract.
- A short written report on our findings and suggesting further action to protect your position, including suggested changes to the contract or other risk management strategies.
- A 15-minute telephone consultation to discuss the report and provide further guidance if required.

FEES

The cost depends on the length of the contract and the number of policies that we need to review.

Standard Contract	\$726.00 incl. GST for one policy
Contract - 1 to 25 pages	\$1,925.00 incl. GST - for one policy *
Contract - 26 to 50 pages	\$2,310.00 incl. GST - for one policy *
Contract - 50+ pages	By quotation (Send the contract to Gold Seal for a quotation)
* Additional Insurance Policies	\$726 incl. GST for each additional policy

HOW TO ARRANGE A CONTRACT REVIEW

To retain Gold Seal to review your contract and related insurances:

- **Complete and sign the Client Contract and Payment Authority** on the next page and fax it to Gold Seal; and
- **Forward full copies** of the following documents to Gold Seal:
 - the contract to be reviewed;
 - each insurance policy to be reviewed (relevant to the contract) including the policy schedules, endorsements and wordings.

Note: We prefer to receive electronic copies of all documents where possible. If only printed copies are available, please post to PO Box 443, Potts Point NSW 1335 or courier to Suite 2A, Level 2, 140 William Street, Sydney NSW 2010.

TIMING

We will begin the review when payment and all of the required documents are received at our office. We aim to provide our report to you within 5 business days of receiving all the documents, if not sooner.

Contact us

For more information, please contact:

Claire Wivell Plater T: 02 8353 6604 or E: clairew@goldseal.com.au
Narelle Wooden T: 02 8353 6609 or E: narellew@goldseal.com.au



CLIENT CONTRACT AND PAYMENT AUTHORITY

I/We wish to retain Gold Seal Legal Pty Limited ABN 13106708856 ("Gold Seal") to provide the Contract Review Service on the terms and conditions shown overleaf and agree to pay its fees in advance.

CLIENT DETAILS (You)

Firm (Insured): _____

Contact Name: _____

Email: _____

Postal Address: _____ Phone No: (____) _____
Area Code Phone number

_____ Fax No: (____) _____
Area Code Fax number

State: _____ Postcode: _____

Please send a copy of my contract review report to my insurance broker:
 Broker's Name:
 Contact Person:
 Email:

FEES

<input type="checkbox"/> Standard Contract	\$ 726.00 (incl. GST)
<input type="checkbox"/> Non-Standard Contract (1 to 25 pages in length)	\$ 1,925.00 (incl. GST)
<input type="checkbox"/> Non-Standard Contract (26 to 50 pages in length)	\$ 2,310.00 (incl. GST)
<input type="checkbox"/> Non-Standard Contract (50+ pages in length) [Quoted by Gold Seal]	\$ _____ (incl. GST)
<input type="checkbox"/> No. of Additional Insurance Policies = _____ [\$726 (incl. GST) per policy]	\$ _____ (incl. GST)

TOTAL AMOUNT PAYABLE \$ _____ (incl. GST)

PAYMENT DETAILS

Please charge \$ _____ to my Credit Card: (Please note that a 2% credit card fee will be charged in addition)
 VISA MASTERCARD

Cardholder's Name _____ Expiry Date ____/____/____
MM YY

Credit Card Number _____ Cardholder's Signature _____

I have paid \$ _____ using Electronic Fund Transfer to the following bank account:

Account Name: Gold Seal Legal Trust Account BSB No: 332 - 027 Account No: 552 158 674
 ABN: 13 106 708 856
 Bank: St George Bank Limited Date: ____/____/____
DD MM YY
 Branch: 55 Market Street, Sydney NSW 2000

Please fax the completed form to Gold Seal on 02 8353 6699.

TERMS AND CONDITIONS

1 BASIS OF THE SERVICE AND ADVICE GIVEN

- 1.1 The purpose of the Contract Review Service is to assist you to identify areas of liability and exposure that may not be covered under your insurance policies before you commence work under the contract so you can take steps to renegotiate the contract or otherwise manage those exposures. Gold Seal gives no guarantee that you will be able to negotiate changes to the contract that it recommends or that you can achieve the further action recommended.
- 1.2 Gold Seal's review is limited to the terms in your contract that are relevant to the insurance policies you send to Gold Seal for review. The report supplied by Gold Seal is not a substitute for obtaining legal advice in respect of the other provisions of the contract (including commercial, taxation and other legal terms) which are not relevant to your insurance including, but not limited to the drafting, negotiation, terms and execution of the contract.
- 1.3 Gold Seal is not responsible for any further action or steps that you take following the provision of the Contract Review Service nor does Gold Seal warrant that any action it recommends will be sufficient to minimise or eliminate your exposures or liability under your contract or to 'uninsured' losses or liability.
- 1.4 Any advice provided by Gold Seal does not constitute an acceptance of liability for a claim by the insurer. The insurer will assess this at the time of any claim, subject to the conditions and exclusions of the policy.

2 CONFIDENTIAL AND PERSONAL INFORMATION

- 2.1 Gold Seal acknowledges that it will be provided with confidential information in relation to your business which is not in the public domain and which could include your 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
- 2.2 Gold Seal agrees that it will not:
 - (a) Divulge the information to any other person or company without your express written authorisation (except you acknowledge and agree that such information may be supplied to your insurance broker in the course of Gold

Seal providing the Steadfast / Gold Seal Contract Review Service to you), or

- (b) Use the information for its own benefit or to your disadvantage.
- 2.3 Gold Seal will require any of its employees and consultants who have access to the confidential information to provide a similar undertaking to you.
- 2.4 Gold Seal will comply with the Privacy Act 1988 in relation to the personal information provided by you. Gold Seal's privacy policy may be viewed on our website www.goldseal.com.au.
- 2.5 This clause 4 shall survive the termination or expiry of this Agreement.

3 YOUR DOCUMENTS

- 3.1 On completion of your work, we will retain any papers to which you are entitled (other than documents deposited in safe custody) for up to 7 years and you authorise us to destroy your papers and our file 7 years after the date on which our final tax invoice was given to you.

4 LIMITATION OF LIABILITY

- 4.1 Gold Seal is an incorporated legal practice under the Legal Profession Act 1987. Its liability is limited by the Solicitor's Scheme approved under the Professional Standards Act 1994 (NSW).

5 TERMINATION OF THIS AGREEMENT

- 5.1 We may terminate the agreement on 14 days notice if you fail to pay our tax invoices or provide fees in advance upon request, if you fail to provide us with adequate instructions within a reasonable time, if you have given instructions which are deliberately false or intentionally misleading, if we have a conflict of interest; if you indicate that we have lost your confidence or for other just cause.
- 5.2 If the agreement is terminated, you must pay the part of our fixed fee that we reasonably estimate has been incurred for the services provided to you up to the date of the termination, plus expenses.
