Last updated – 04/12/2025
Professional Terms and Conditions

AGREEMENT

This Agreement governs your use of the Service as a Professional.

1. Definitions

In this Agreement, except to the extent expressly provided otherwise:

"**Accountant**" means any chartered accountant, chartered certified accountant or chartered management accountant;

"**Agreement**" means this agreement, and any amendments to this agreement from time to time;

"**Applicable Regulations**" means all applicable laws, rules and regulations (including mandatory provisions contained in guidance and codes of practice) and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation in effect from time to time, including (without limitation) those of the FCA, ICO, SRA, Law Society, CQC, ASA (Advertising Standards Authority), as well as our current guidelines and policies published on the Website;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:00 in London on a Business Day;

"**Client**" means any person who uses the Service in order to search for a Professional which meets their needs, and/or provide feedback on a Professional.

"**Effective Date**" means, in respect of any Professional, the date on which Medics' Money first provides that Professional with login information to access to their Website account;

"**Enquiry**" means the provision by Medics' Money of a Client's details to a Professional at the request of a Client, and for the avoidance of doubt includes both Direct Enquiries and Matched Enquiries as set out in clause 5.2b below;

"**Enquiry Fee**" bears the meaning given to it in clause 6.2a below;

"**Financial Advisor**" means any independent financial advisors (IFA) or other financial advisors;

"**Medics' Money**", "**us**", "**we**" **and** "**our**" means Medics' Money Limited, a company registered in England (No. 09062977) whose address is c/o Evans Weir, The Victoria, 25 St Pancras, Chichester, West Sussex, PO19 7LT;

"**Medics' Money Service**" and "**Service**" means the listing service provided by Medics' Money via the Website whereby:

a. Professionals can create and maintain a Profile, and
b. Clients can search for and select Professionals meeting their needs or provide feedback on a Professional,

thereby allowing Professionals to access new business enquiries from Clients,

facilitating connections between Professionals and Clients;

"**Professional**" means any Accountant, Financial Advisor, mortgage advisor or solicitor who has a Subscription;

"**Profile**" means information about a Professional that is displayed on the Website;

"**Registration Form**" means the online registration form for the Service on the Website;

"**Subscription**" means an active and up-to-date account in good standing that a Professional uses in order to advertise services to Clients via a Profile, and to receive Enquiries;

"**Subscription Fee**" means the annual fee that Medics' Money charges to a Professional for a Subscription as set out in Schedule 1;

"**Subscription Level**" means one of three tiers of Subscription - Basic, Pro and Enterprise - each providing different benefits to Professionals;

"**User**" means any Client, Professional or other person accessing the Website; and

"**Website**" means the website accessible at www.medicsmoney.co.uk and all its pages, content and sub-domains contained in it. It also includes similar websites that Medics' Money develops with third parties under their own brands; and"**you**" means the person entering into this Agreement with Medics' Money or (where applicable) the business, company or other organisation that person represents.

2. Term

2.1 By completing the Registration Form, you agree to the terms of this Agreement.

2.2 Medics' Money has the right at its absolute discretion to reject any Registration Form and decline to accept a Subscription application from a Professional and thereby decline to provide that Professional with a Profile, either as a result of the checks set out in clause 3.2 below or for any other reason. In this event, no contractual relationship will be formed between you and Medics' Money and you agree that Medics' Money will have no obligations or liability to you as a result of that rejection.

2.3 If Medics' Money accepts your Registration Form then (subject to payment of the initial Subscription Fee) Medics' Money will provide you with login information to access your Website account. This Agreement shall thereby commence on the Effective Date and shall continue in force indefinitely, subject to termination in accordance with the provisions of this Agreement.

3. Nature of the Service and the role of Medics' Money

3.1 The primary purposes of the Service are to help Clients find the right Professional for their needs, and to help Professionals access Enquiries. You agree that:

a. it is the sole responsibility of the Client to identify and select an appropriate Professional, and

b. it is the joint responsibility of each Client and Professional to agree the fee arrangements and other terms of engagement between each other and to assess the suitability, if applicable, of any available financial products,

and that Medics' Money has no obligation or liability in that regard.

3.2 Prior to the initial creation of a Website account and Profile for any Professional, and periodically after that (at a frequency determined by Medics' Money at its sole discretion), Medics' Money may check the Professional's status with the relevant regulatory body (where applicable) and conduct other appropriate due diligence at its sole discretion. Medics' Money may also seek verification from any Professional that the description of their services and qualifications on the Website is accurate. Medics' Money shall not be obliged or responsible for conducting these or any other checks on Professionals.

3.3 You agree and confirm that Medics' Money does not recommend any Professional, and the fact that a Professional has a Profile does not mean that they are approved or endorsed by Medics' Money in any way.

3.4 You agree and confirm that Medics' Money is independent and is not required to register with the Financial Conduct Authority or any other professional regulatory body. Accordingly, Medics' Money is not authorised to give, and does not give, any financial or legal advice.

3.5 A secondary purpose of the Service is to allow Users to find a Professional already known to them, either to read or provide feedback about them.

3.6 You agree and confirm that, by providing the Service and the Website, Medics' Money is not acting as a contractor or agent for any Client, Professional, User or any other person including yourself.

4. Subscription

4.1 Your Subscription commences on the Effective Date and continues until terminated in accordance with the provisions of this Agreement.

4.2 You must choose from one of three Subscription Levels - Basic, Pro or Enterprise.

4.3 In order to use and maintain your Subscription you must:

a. have and maintain internet access;

b. provide us with a current, valid, accepted method of payment and make in full any payment(s) required under the terms of this Agreement from time to time, such as (but not limited to) charges, Enquiry Fees and Subscription Fees;

c. complete the Registration Form and Profile account pages with your details and the information that you wish us to include in the advertisement of you and your services on the Website. The Registration Form together with any subsequent amendments or updates accepted or implemented by us shall form your Profile;

d. ensure that all content of your Profile complies with all Applicable Regulations;

e. regularly monitor and assess the detail and content of your Profile, and keep the content up to date by using your Website password and login to make changes and manage your account;

f. ensure that you provide us with a valid and serviceable email address at all times for account management purposes, that you keep this up to date and respond to any emails from us and to any Enquiries promptly, and in any case within any reasonable timeframe that we may notify to you from time to time;

g. notify us as soon as you become aware of any actual or potential change or

alteration to your status or to Applicable Regulations that may or will have the potential to render any element of your profile inaccurate, incomplete, misleading or otherwise not in accordance with the objectives of our Website to provide Users with truthful, accurate and complete information and details, or to otherwise prejudice your ability to handle Enquiries or offer your services to Clients; and

h. immediately inform us (using your Website account) of any changes to the information provided in your Profile including the status of your firm or any of the named individuals provided by you, particularly in relation to each and any of the areas of advice provided by you and recorded on our Website.

5. Services

5.1 Publication of Profile

a. We will take all commercially reasonable steps to ensure that your Profile is published on the Website and available to Users during the course of your Subscription without unreasonable interruption, but you acknowledge and agree that internet systems and services are not uninterrupted or fault free and we make no representation or warranty in relation to such systems. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrade may be required and therefore uninterrupted provision of the Website and Service cannot be guaranteed, and that Medics' Money will have no liability to you or anybody else for any such reasonable interruptions.

b. No contact details are permitted to be displayed on your Profile. Prohibited details include telephone numbers, email addresses and website URLs save those which we automatically display in the 'Contact options' section of your Profile.

5.2 Referral of Enquiries

a. Subject to clauses 5.2f. and 5.2g. below, during the course of your Subscription we will send you suitable information and Enquiries as set out in clause 5.2b. below.

b. Clients have two options for finding a suitable Professional.

- "Direct Enquiries": Clients can search for a Professional by name, or they can search locally for a Professional by entering their postcode, area or region and be shown a list of local Professionals to choose from. If the Client uses this approach and chooses you, they will complete an enquiry form. We will use this form to send relevant information to you.

- "Matched Enquiries": Clients can use our matching service to be connected to the most suitable Professionals according to their criteria and to the information provided in Profiles. Clients choosing to be matched to the most suitable Professional to their criteria fill in an enquiry form specifying their needs. Our matching tool then searches Profiles for the Professionals best matched to the Client's requirements, and sends the result to the Client's inbox on the Website. If we provide your details to a client in response to such an enquiry form, then we will inform you.

In response to either of these types of approach, you may then choose

whether to purchase further information about the relevant Client. If you purchase this then we will deliver all available information about the Enquiry to your Website account. This will include the Client's contact details and the Enquiry message. This service is based in part on the postcode(s) that you provide to us for your business - different Subscription Levels allow you to provide more or fewer postcode(s), which may generate more or fewer potential Enquiries accordingly.

c. We encourage Clients to provide details of the advice area(s) they are seeking, and the level of their income/assets/pension/mortgage as appropriate. However, we can only pass on the information volunteered by each Client, and we offer no guarantee of its completeness or accuracy.

d. We do not warrant and offer no guarantee that any business will develop for you from an Enquiry.

e. You will have three Business Days to accept an Enquiry otherwise the Enquiry may be passed on to another appropriate Professional at our discretion.

f. You warrant that any activity you conduct as a result of an Enquiry will comply with all Applicable Regulations.

g. From 02/06/2024 only Subscribers with a Pro or Enterprise Subscription Level will be offered to switch to the commission schedule as set out in Schedule 2 Table B3A.

h. You must pay your Subscription Fee before we provide any information about a potential Enquiry to you. We are under no obligation to provide any information or Enquiries to you if your Subscription lapses, any Subscription Fee or other charges, fees, taxes or Enquiry Fees in relation to your Subscription are unpaid, or if your Subscription, Profile or Website account is not in good order in any other way.

5.3 During the course of your Subscription, you are entitled to the benefits set out for your Subscription Level in Schedule 1.

5.4 From time to time we may modify the Website and the Service without prior notice, but in doing so we will endeavour not to diminish the value and utility of the Service to any material degree. If in our reasonable opinion we consider that such modification is likely to materially affect the nature or scope of the Service or have a serious detrimental effect on your financial position, we will notify you of such modification and you shall have the option to:

a. agree to the modification and continue to receive the Service, or

b. cancel your Subscription either:

- at your yearly Subscription renewal date (if that is sooner than the date on which the modification will take effect), or otherwise
- on the date on which the modification will take effect, in which case your Subscription will terminate on that date, and you will be entitled to a pro-rata refund of charges you have already paid to us relating to a period after that date.

6. Billing and Payment

6.1 Subscription Fees

a. The Subscription Fee for your chosen Subscription Level and any other charges you may incur in connection with your use of the Service, such as taxes and potential Enquiry Fees, will be set out in your Confirmation of Registration. The annual Subscription Fees are set out in Schedule 1 Table A, subject to clause 6.1d below.

b. Subscription Fees will be charged yearly in advance. To avoid service interruption, your Subscription will automatically renew on a rolling annual basis at your existing Subscription Level, and the Services will continue to be provided, unless and until your Subscription is terminated in accordance with this Agreement. Details of your renewal date will be provided in your Website dashboard. Each new such period will start on a 'Subscription Renewal Date'.

c. You may cancel your Subscription at any time within the first 30 calendar days after the Effective Date or your Subscription Renewal Date by contacting us by email at team@medicsmoney.co.uk or such other address as we direct you to use for this purpose, in which case your Subscription Fee will be refunded (subject to the prior deduction of any outstanding Enquiry Fees or other charges due).

d. You may downgrade your Subscription Level from Pro to Basic, or from Enterprise to Pro or Basic, at your Subscription Renewal Date by giving 30 days' notice by email to team@medicsmoney.co.uk or such other address as we direct you to use for this purpose. We are under no obligation to accept downgrades at any other point during your Subscription but may choose to do so at our absolute discretion, in which case we will provide a pro-rata refund of the difference in your prepaid Subscription Fees (subject to prior deduction of outstanding Enquiry Fees or other charges) calculated on a monthly basis.

e. You may upgrade your Subscription Level from Basic to Pro or Enterprise, or from Pro to Enterprise, at any time during your Subscription by our mutual agreement. Additional Subscription Fees arising due to the change in Subscription Level will be calculated pro-rata on a monthly basis and payable in advance.

f. All Subscription Fees are exclusive of VAT which will be charged as an additional item as applicable, at the prevailing rate of VAT.

g. We may change our Subscription Fees from time to time, but we may only do so provided that we have notified you of the changes prior to any Subscription Renewal Date, and the revised Subscription Fees will be effective from that Subscription Renewal Date.

6.2 Enquiry Fees

a. We will charge you a fee (an "Enquiry Fee") for any Enquiry that you accept by choosing to access the Client's information via your account on the Website in accordance with clause 5.2 above. Enquiry Fees are chargeable at the current rate (as set out in Schedule 2, subject to paragraph 6.2g). Where a Client selects multiple services from the list then we will charge only the highest fee from those selected.

b. Commission-based Enquiry Fees for mortgages (as set out in Schedule 2 Table B3A) arise when the relevant mortgage is first drawn down, unless first drawdown occurs more than one calendar year (365 or 366 days as applicable) after the Professional purchased the applicable Enquiry.

c. For commission-based Enquiry Fees for mortgages you must send every quarter by email (to team@medicsmoney.co.uk or such other address as we direct you to use for this purpose) a report of all

accepted Enquiries including the status of each (either [Complete, Ongoing, Closed]) and the value of any proposed mortgage where a commission fee may become payable. These reports must be sent on the usual quarter days (25 March, 24 June, 29 September, 25 December) or, where the relevant day is a weekend or public holiday in any part of the United Kingdom, on the next business day. We may, at our sole and absolute discretion, agree to reports being sent on other dates where requested.

d. Enquiry Fees will be invoiced monthly (or, where applicable, when mortgages are first drawn down), and payment is due within 1 calendar month.

e. With the exception of mortgage commission fees where expressly set out in Schedule 2, all Enquiry Fees are exclusive of VAT which will be charged as an additional item as applicable, at the prevailing rate of VAT.

f. If you cancel your Subscription you must still pay any outstanding Enquiry Fees for any enquiries accepted by you prior to cancellation.

g. We may change our Enquiry Fees at any time by giving you at least 10 days' notice. The revised Enquiry Fees will only apply to Enquiries purchased after that notice period expires.

6.3 Enquiry Fee Refunds

You may not submit a refund request for any Enquiry before 6 weeks from the date on which you purchased the relevant Enquiry information via your account on the Website in accordance with clause 5.2 above. Refund requests should meet the criteria outlined below, but we may consider and accept other refund requests at our absolute discretion. We will refund Enquiry Fees under the following circumstances, provided that you give us with satisfactory written evidence of the following to support your refund request:

a. Duplicate enquiry: the Enquiry is from a Client who has already contacted you via the Service with the same name, contact details and for the same services, and for which you have already paid an Enquiry Fee,

b. Invalid contact details: the Client has provided neither a valid phone number or email address,

c. Existing client: the Enquiry is from an existing client of your business, and there is a letter of engagement between your business and the Client that pre-dates the Enquiry, or

d. Non-genuine enquiry: where the available information reasonably shows that the Enquiry is non-genuine, spam or from a fake consumer.

7. Information

7.1 Although we make reasonable attempts to ensure that it is correct, we cannot guarantee the accuracy of the information on the Website, and we are not liable for any problems or losses arising from errors in such information.

7.2 Information contained in or accessed via the Website is provided for general guidance only and shall not be construed as professional advice. Medics' Money does not accept any responsibility for any loss which may arise from the reliance on information contained in or accessed via the Website.

8. Use of the Website and Content

8.1 You agree to use the Website only for lawful purposes and in a way that does not infringe the rights of or restrict or inhibit anyone else's use and enjoyment of the Website.

8.2 You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Website are the sole responsibility of the person from whom such content originated, and Medics' Money does not control, and is not responsible for Content provided by any other person (including, without limitation, any advertiser on the Website).

8.3 You are solely responsible for all Content that you upload, post, email or otherwise make available on the Website or via the Service, including on your Profile.

8.4 You agree not to upload, post, email, or otherwise make available any Content:

a. that is false or misleading;

b. that infringes any intellectual property rights of, or a duty of confidentiality to, any other person;

c. that advertises products or services the sale or supply of which is prohibited or restricted by applicable law;

d. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

e. that is libellous, abusive, threatening, vulgar, obscene, or otherwise objectionable.

8.5 You acknowledge that Medics' Money does not pre-screen or approve Content, but that Medics' Money shall have the right (but not the obligation) at its sole discretion to refuse, delete, edit or move any Content that is available on the Website for violating the letter or spirit of the terms or for any other reason.

9. Feedback and reviews

9.1 All Clients are able to complete feedback evaluations on Professionals from whom they received Professional advice. Clients must ensure that any feedback posted by them conforms to the rules regarding Content in the section entitled “Use of the Website and Content” above. Medics' Money is not responsible for the content of feedback posted by Clients, or liable for any harm done by such content.

9.2 Medics' Money shall take reasonable measures to verify that the feedback is genuine, and may at its sole discretion remove Client feedback whose authenticity is in doubt or where the content is otherwise objectionable to Medics’ Money . Medics' Money does not accept any responsibility or liability for damage caused by false or bogus feedback, or its failure or refusal to remove it.

9.3 Where a User believes feedback may be fraudulent, defamatory or abusive, they should immediately contact Medics' Money through the Contact page.

9.4 We reserve the right to contact Users to verify Content they have written.

10. Third Party Links

The Website and Content may contain links to other websites which are independent of Medics' Money. Medics' Money makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any other site, and if you follow a link to another website you do so at your own risk.

11. Intellectual Property

11.1 Except where otherwise expressly indicated, Medics' Money owns all the intellectual property rights relating to the Website, including the designs, text, database, graphics and layouts, and you agree not to use or copy any part of them without our express permission in writing.

11.2 You agree not to download, reproduce, copy, resell or exploit for any commercial purposes, any aspect of the Website or the Service, or to use automated means to download data from the Website or the Service (including without limitation, spiders, robots, crawlers or data mining tools, but excepting standard internet search engines).

11.3 Users are not permitted to decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Website.

11.4 The intellectual property rights in any Content uploaded to the Website by Users are retained by the relevant rights owner, and any Content added to the Website by any User is at their own risk. If you upload any content, you are giving irrevocable permission for us to store, display and use the Content as we see fit. Please see our Privacy Policy for further details of how your personal data is collected and used, and your rights regarding your data.

12. Dealings between Users

12.1 Your interactions with Clients, organisations and/or other individuals found on, or through, the Website or the Service, including responsibility for delivery of and payment for products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organisations and/or individuals. You agree that Medics' Money shall not be responsible, or liable, for any loss or damage of any sort arising from any such dealings.

12.2 In the event that you have a dispute with one or more other Users, you hereby release Medics' Money, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service (save to the extent caused by Medics' Money’s own negligence or wilful default). Whilst Medics' Money may, at the request of a User, Client or a Professional, investigate a complaint, you acknowledge and agree that Medics' Money is under no obligation to become involved in any dispute between Users.

13. Preventing Abuse

We strive to make sure that your experience of using the Service is positive and rewarding, and as a result we may contact you from time to time during your use of the Service to check that you are satisfied with how things are going and to verify that Professionals, Clients and other Users are complying with their obligations to you and us. You understand and agree that we may contact you from time to time for these purposes and that, in the interests of maintaining the quality and integrity of the

Service, you will respond promptly and truthfully to any reasonable requests for information.

14. Disclaimer of Liability

14.1 Medics' Money does not recommend, endorse or approve any of the Professionals listed in the Website or any advice they may provide.

14.2 It is the sole responsibility of the Client to select an appropriate Professional, to agree the terms of engagement with the Professional and to assess the suitability of any products or services offered or recommended to them. Medics' Money does not give any warranty as to the suitability, competence or qualifications of any Professional and shall not be liable for any loss or damage resulting from any advice given by a Professional or the purchase of (or failure to purchase) any products or services as a result of or in connection with such advice.

14.3 Save for the checks on Professionals referred to in clause 3.2 above, Medics' Money is not responsible for vetting or conducting any checks on Professionals.

14.4 You agree that the Website and the Service are provided on an "as is" or "as available" basis, and accordingly use of the Website and the Service is entirely at your own risk. Any and all warranties relating to the Website and the Service, including, without limitation, any implied warranties as to fitness for a particular purpose and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law.

14.5 Medics' Money takes reasonable care to ensure that the Website and its electronic communications are virus-free. However, Medics' Money disclaims any warranty that the Website is free of viruses or other harmful components.

15. Limitations and exclusions of liability

15.1 Nothing in this Agreement will:

a. limit or exclude any liability for death or personal injury resulting from negligence;

b. limit or exclude any liability for fraud or fraudulent misrepresentation;

c. limit any liabilities in any way that is not permitted under applicable law; or

d. exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this clause 15 and elsewhere in this Agreement:

a. are subject to clause 15.1; and

b. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.4 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.5 Neither party shall be liable to the other party in respect of any loss of use or production.

15.6 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

15.7 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

15.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

16. Indemnity

You agree to indemnify and hold harmless Medics' Money, its officers, employees, agents and service providers from any claim or demand, including legal expenses and amounts reasonably paid in settlement of legal claims, made by any third party due to or arising out of Content you submit, post or make available through the Website or the Service (including without limitation your Profile), your use of the Service, any service you provide(or fail to provide) to a Client or any other person in relation to an Enquiry your violation of the terms of this Agreement, or your violation of any rights of any person or organisation.

17. Limitations on Service

17.1 You acknowledge that Medics' Money may establish limits concerning use of the Website and Service, including but not limited to the maximum number of days that Content will be retained by the Website, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Website, and the frequency with which you may access the Website.

17.2 You agree that Medics' Money has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website. You also acknowledge that Medics' Money reserves the right at any time to modify or discontinue the Website (or any part of it) with or without notice.

17.3 Medics' Money shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any part of it, including for loss of profit or consequential loss or damage.

18. Termination or restriction of Service

18.1 You agree that Medics' Money, in its sole discretion, has the right to delete, suspend or deactivate your user account, block your email address, or otherwise terminate or restrict your access to or use of the Website immediately and without notice and remove and discard any content within the Website for any reason, including, without limitation, if Medics' Money believes that you have acted inconsistently with the letter or spirit of the Agreement.

18.2 You agree that neither Medics' Money nor its officers or employees shall be liable to you or any third-party for any termination or restriction of your access to the Website.

18.3 Either party may terminate this Agreement by giving to the other party 30 days written notice of termination.

18.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

a. the other party commits any material breach of this Agreement, and the breach is not remediable;

b. the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or

c. the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).

18.5 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

a. the termination provisions of clause 26.2b. apply,

b. the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

c. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

d. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).

18.6 In the event of termination of this Agreement, any Subscription held by the relevant Professional will also terminate and no refund of the Subscription Fee will be due. Any outstanding Enquiry Fees will remain payable to us, including Enquiry Fees that only become due after termination (for example where a mortgage resulting from an Enquiry is drawn down after termination resulting in an obligation to pay us commission).

18.7 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6, 16, 18, 21, 22, 23.

18.8 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

19. Privacy Policy

Medics' Money has established a Privacy Policy which governs how Users' information is collected and used, and this policy is located at https://www.medicsmoney.co.uk/privacy-policy/.

Your use of the Website and/or the Service signifies your acknowledgement of, and agreement to, our Privacy Policy (as amended from time to time).

20. Changes to Terms

Medics' Money reserves the right to change or update the terms of this Agreement from time to time. Subject to clause 6.1g. and 6.2g. above, we will give you 30 days' notice of any variation and the changes will automatically take effect at the end of that period. If you do not agree to any proposed changes, you may exercise your termination rights under clause 18.3 above.

21. Governing law & jurisdiction

21.1 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.2 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

21.3 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.4 Subject to clause 15.1 above, this Agreement (together with its Schedules) shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.5 This Agreement shall be governed by and construed in accordance with English law.

21.6 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

22. No partnership

Nothing in this Agreement shall constitute, or should be taken to imply, a legal partnership between the parties.

23. Publicity

23.1 Subject to the provisions outlined in 23.2, neither party may make any public disclosures relating to this Agreement or the subject matter of this Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

23.2 By completing the Registration Form you give Medics Money permission to reference you, your Profile, logo and Client reviews on the Website and in any material that promotes it and/or the Service.

24. No exclusivity

Nothing in this Agreement shall grant any exclusivity to you in relation to any Enquiry.

25. Interpretation

25.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

a. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

b. any subordinate legislation made under that statute or statutory provision.

25.2 The clause headings do not affect the interpretation of this Agreement.

25.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

25.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

26. Data Protection

26.1 Definitions:

Agreed Purposes: referring Enquiries to Professionals, managing feedback from Clients, and billing or otherwise managing Enquiry Fees.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications), and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to this agreement, the employees of each party, and any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under this Agreement.

26.2 DATA PROTECTION

a. **Shared Personal Data** - This clause 26.2 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

b. **Effect of non-compliance with Data Protection Legislation** - Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

c. **Particular obligations relating to data sharing -** Each party shall:

- ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- process the Shared Personal Data only for the Agreed Purposes;
- not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

d. **Mutual assistance -** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

In particular, each party shall:

- consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- promptly inform the other party about the receipt of any data subject rights request;
- provide the other party with reasonable assistance in complying with any data subject rights request;
- not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- maintain complete and accurate records and information to demonstrate its compliance with this clause [NUMBER] [and allow for audits by the other party or the other party's designated auditor]; and
- provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

e. **Indemnity -** You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach of the Data Protection Legislation or that of your employees or agents, provided that we give you prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

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Schedule 1 - Subscription Fees

Subscription level	**Basic**	**Pro**	**Enterprise**
Pricing (excl. VAT)	£1,095	£1,595	£3,295
Who's it for?	Single advisers looking for a small number of local clients	Medium sized firms looking for more clients, covering a larger area	Large firms looking for many clients from nationwide or medium firms looking to grow
Area(s) covered	1 postcode	3 postcodes	6+ postcodes
Number of leads per month	We would expect the Enterprise plan to get at least **6 times** as many potential Enquiries as the Basic plan and the Pro plan to get at least **3 times** as many as the Basic plan. Medics' Money does not guarantee any actual number of potential Enquiries, and these will depend on the settings you apply on your dashboard.		
Track and improve your performance in real time using a custom dashboard	Yes	Yes	Yes
Tailor leads to your exact preferences in real time	Yes	Yes	Yes
Collect verified reviews with one click	Yes	Yes	Yes
Display reviews on your own website with our review widget	Yes	Yes	Yes
Boost your Google ranking and promote your own website to the 38,000 doctors on our email list	No	No	Yes - 1 per year
Help to boost your Social media profile	No	No	Yes
Promote your own events to the 38,000 doctors on our email list	No	No	Yes
Speaking invites - speak at local and national conferences	No	No	Yes
Podcasts - reach thousands of doctors	Yes	Yes	Yes with direct link to own website/email
Help to optimise your marketing communications with doctors	No	No	Yes
Medics Money Community - private community of the best advisers	Yes	Yes	Yes

Table A: Medics' Money Annual Subscription Fees

Schedule 2 - Medics' Money Enquiry Fee Tiers

Table B1: Accountants Enquiry Fees

Tax rebate	£55
Self-Assessment	£55
Limited company formation	£55
General accountancy advice	£55
Tax planning advice	£55
Locum GP accounts	£55
Locum doctor accounts	£55
Pensions advice	£55
McCloud NHS Pension Tax advice	£55
GP partnership advice	£55
Private practice accounts	£85
GP partnership accounts	£110
Other	£55

Table B2: Independent financial adviser fees

Pensions advice	£55
Life insurance and income protection	£55
Estate planning	£55
Investment advice	£55
McCloud NHS Pensions advice	£55
Other	£55

Table B3A and B3B: Mortgage broker fees

Table B3A: For subscriptions commenced or renewed on or after 09/05/2024 by agreement:

Mortgage amount	Fee (including VAT)
Any	A fee representing 25% commission on completed mortgage transactions

Table B3B: For all other subscriptions:

Mortgage amount	Fee (excluding VAT)
<£100,000	£45
£100,000 - £249,999	£55
£250,000 - £399,999	£60
£400,000 - £549,999	£65
>£550,000	£70