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LICENCE AGREEMENT

For use between:

(1) Derek McDonald of Group Consult Services ltd. (Licensor/Provider) and

(2) _____(Licensee)

Effective Date: _____

1. Definitions

1.1 "Licensee" means the individual or business approved by the Licensor /Provider who grants the licence to promote, distribute, or direct users to the Provider's information-only forms, templates, and related materials.

1.2 "Materials" means information-only documents, templates, guides, forms, checklists, and any other content supplied by the Provider that require client-supplied information and do not constitute advice.

1.3 "End User" means any person referred or introduced by the "Licensee".

1.4 "Intellectual Property" means all copyrights, trademarks, trade names, branding, templates, processes, digital workflows, and proprietary content owned by the Provider.

2. Purpose of This Agreement

2.1 The Provider grants the 'Licensee' a limited, non-exclusive licence to share, display, and distribute the Materials strictly as information-only resources, without modification what so ever and solely for facilitating completion of forms by End Users.

2.2 The 'Licensee' acknowledges that the Materials:

- are not legal advice, financial advice, estate-planning advice, regulated guidance, or a substitute for professional services.
- are provided for general information only.
- must not be presented as personalised, tailored, or professional advice.

3. Licensee Obligations

The 'Licensee' agrees to:

3.1 Use the Materials only as provided and not alter, edit, reverse-engineer, rebrand, sublicense, or reproduce them except as expressly authorised.

3.2 Clearly communicate to all End Users that:

- The Materials are for information-only.
- They must seek a solicitor or relevant professional for legal or regulated advice.
- The Provider and 'Licensee' do not accept liability for errors, omissions, or reliance on the Materials.

- Provide evidence of compliance if required.
- Provide evidence of any complaints or any issues from use of the materials.

3.3 Not offer legal, financial, or regulated services unless legally authorised and compliant with UK regulatory requirements.

3.4 Comply with all applicable UK laws, including consumer protection, data protection (UK GDPR), and advertising regulations.

4. Provider Obligations

The Provider will:

4.1 Supply the Licensee with approved versions of the Materials for distribution to End Users.

- The provider will provide approved versions of materials to ensure timely distribution.

4.2 Maintain ownership of all Intellectual Property and processes associated with the Materials.

4.3 Provide updates when Materials are revised, at the Provider's discretion.

5. Intellectual Property & Licensing

5.1 All Materials remain the exclusive property of the Provider.

5.2 The 'Licensee' receives a non-exclusive, revocable, non-transferable licence to use the Materials only for the duration of this Agreement.

5.3 The 'Licensee' must not copy, recreate, mimic, digitise, or develop derivative works based on the Provider's templates, processes, workflows, or systems.

5.4 Upon termination, the 'Licensee' must cease use and distribution of all Materials immediately.

5.5 Any breach of these rights will lead to immediate termination of your agreement.

6. No Advice & Liability Limitation

6.1 The 'Licensee' must ensure End Users understand the Materials are not tailored advice.

6.2 The Provider and 'Licensee' shall not be liable for:

- any loss resulting from reliance on the Materials.
- errors in completed forms.
- failure of End Users to seek independent professional advice
- the licensee must emphasize that the materials are not legal advice.

6.3 The 'Licensee' indemnifies the Provider against claims arising from misuse or misrepresentation of the Materials.

7. Data Protection

7.1 Each party is responsible for compliance with UK GDPR and the Data Protection Act 2018.

7.2 The 'Licensee' must not share personal data of End Users with the Provider unless legally permitted and with explicit consent.

7.3 No special category data should be transferred unless necessary and compliant.

8. Term & Termination

8.1 This Agreement continues until terminated by either party with 90 days' written notice.

8.2 The Provider may terminate immediately if the 'Licensee'

- misuses the Materials.
- breaches IP rights.
- misrepresents the Materials as advice.
- acts in a way that damages reputation or compliance.
- A data breach under UK GDPR.

8.3 Upon termination:

- all rights to use the Materials cease.
- all copies must be deleted or returned.

9. Confidentiality

9.1 Both parties will keep all non-public business, processes, systems, templates, and commercial information confidential.

10. Governing Law

10.1 This agreement is governed by the laws of England & Wales.

10.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of England & Wales.

11. Portal Access Fee Schedule (per user)

11.1 Handover, Annual Review, Drawdown (see full profile)	-£29.00 p/m.
11.2 Will Journey documents	- £49.00 per case.
11.3 My Private Client - Account Summary Folder	- £79.00 single fee.

(see link/QR code)

Licensor - Derek McDonald of Group Consult Services Ltd

Signed _____

Date _____

Licensee _____

Signed _____

Date _____