Medics' Money Essentials of GP Practice Finance (EGPF) Course – Terms and Conditions

1. Introduction

1.1 These terms and conditions shall govern the sale and supply of downloadable course materials through our website, and the use of those course materials.

1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

1.3 Any statutory rights that you may have as a consumer are not affected by these terms and conditions.

2. Interpretation

2.1 In these terms and conditions:

(a) "we" means Medics' Money (and "us and "our" should be construed accordingly);

(b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);

(c) "course materials" means those course materials that are available for purchase on our website as the EGPF Course; and

(d) "your course materials" means any such course materials that you have purchased, or are available, through our website, Community, app, or any other allowable medium (including any enhanced or upgraded version of the course materials that we may make available to you from time to time).

3. Order process

3.1 The advertising of course materials on our website constitutes an "invitation to treat" rather than a contractual offer.

3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.

3.3 To enter into a contract through our website to purchase course materials from us, the following steps must be taken: you must complete the order form on our website and pay us in full for the course before the scheduled start date. We will then send you an initial acknowledgement; and we will either send you an order confirmation (at which point your order will

become a binding contract) or we will confirm by email if we are unable to meet your order.

3.4 You will have the opportunity to identify and correct input errors prior to making your order.

4. Prices

4.1 Our prices are quoted on our website. The price of the EGPF Course is £750+VAT

4.2 We may from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

4.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT

5. Payments

5.1 You must, during the checkout process, pay the prices of the course materials you order.

5.2 Payments may be made by bank transfer or Stripe checkout.

6. Licensing of course materials

6.1 We will supply your course materials to you in the format or formats specified on our website, and by such means and within such periods as are specified on our website.

6.2 Subject to your payment of the applicable price and compliance with these terms and conditions, we grant to you a licence to make any use of your course materials permitted by Section 6.3, providing that you must not in any circumstances make any use of your course materials that is prohibited by Section 6.4.

6.3 The "permitted uses" of your course materials are:

(a) downloading a copy of each of your course materials;

(b) in relation to written and graphical course materials: making, storing and viewing copies of your course materials on desktop, laptop or notebook computers, ebook readers, smartphones, tablet computers or similar devices;

(c) in relation to audio and video course materials: making, storing and playing copies of your course materials on desktop, laptop or notebook computers, smartphones, tablet computers, media players or similar devices; and

(d) printing a single copy of each of your written course materials solely for your own use].

6.4 The "prohibited uses" of your course materials are:

(a) the publication, sale, licensing, sub-licensing, renting, transferring, transmission, broadcasting, distribution or redistribution of any course material (or part thereof) in any format;

(b) the editing, modification, adaptation or alteration of any course material (or part thereof), and the creation of any derivative work incorporating any course material (or part thereof);

(c) the use of any course material (or part thereof) in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;

(d) the use of any course material (or part thereof) to compete with us, whether directly or indirectly; and

(e) any commercial use of any download (or part thereof),

providing that nothing in this Section 6.4 will prohibit or restrict you or any other person from doing any act expressly permitted by applicable law.

6.5 You warrant to us that you have access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of your course materials.

6.6 All intellectual property rights and other rights in the course materials not expressly granted by these terms and conditions are hereby reserved.

6.7 You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any course material.

6.8 The rights granted to you in these terms and conditions are personal to you, and you must not permit any third party to exercise these rights.

6.9 If you breach any provision of these terms and conditions, then the licence set out in this Section 6 will be automatically terminated upon such breach.

6.10 You may terminate the licence set out in this Section 6 by deleting all copies of the relevant course materials in your possession or control.

6.11 Upon the termination of a licence under this Section 6, you must, if you have not previously done so, promptly and irrevocably delete from your

computer systems and other electronic devices all copies of the relevant course materials in your possession or control, and permanently destroy any other copies of the relevant course materials in your possession or control.

7. Access to course materials

7.1 You will have access to your course materials for **6** months from the last live teaching session as will be laid out on our website and/or emails. After this point, you may choose to start a **recurring** subscription for continued access. We cannot accept responsibility for managing, cancelling, or renewing this recurring payment.

7. Guarantee: cancellation right for all customers

7.1 This Section 7 applies to all our customers that purchase any course material under these terms and conditions.

7.2 If, within 14 days of the later of the first course session and/or payment for the course, you notify us in writing that you require a refund and confirm to us in writing that have irreversibly deleted all the relevant files and derivatives thereof:

(a) we will promptly refund the corresponding payment to you;

(b) your licence to use the course material will automatically terminate,

subject to the express terms of this Section 7.

7.3 The guarantee set out in this Section 7 is subject to the following limitations:

(a) the rights under this Section 7 may only be exercised by a customer in relation to one purchase in each calendar year; and

(b) we reserve the right not to provide a refund under this Section 7 if we reasonably suspect that the refund request amounts to an abuse of this guarantee.

7.4 We will usually refund money using the same method used to make the payment.

7.5 Any statutory rights that you may have as a consumer are not affected by these terms and conditions.

8. Distance contracts: cancellation right for consumers

8.1 This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer – that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

8.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 8.3. You do not have to give any reason for your withdrawal or cancellation.

8.3 You agree that we may begin the provision of course materials before the expiry of the period referred to in Section 8.2, and you acknowledge that, if we do begin the provision of course materials before the end of that period, you will lose the right to cancel referred to in Section 8.2.

8.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

8.5 If you cancel an order on the basis described in this Section 8, you will receive a full refund of the amount you paid to us in respect of the order.

8.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

8.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 8 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

9. Warranties and representations

9.1 You warrant and represent to us that:

(a) you are legally capable of entering into binding contracts;

(b) you have full authority, power and capacity to agree to these terms and conditions; and

(c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.

9.2 We warrant to you that your course materials will be supplied to you with reasonable care and skill.

OR

9.2 We warrant to you that:

(a) your course materials will be of satisfactory quality;

(b) your course materials will be reasonably fit for any purpose that you make known to us before a contract under these terms and conditions is made;

(c) your course materials will match any description of it given by us to you; and

(d) we have the right to supply your course materials to you.

9.3 All of our warranties and representations relating to course materials are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

10. Limitations and exclusions of liability

10.1 Nothing in these terms and conditions 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,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

(a) are subject to Section 10.1; and

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

10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.5 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.5 shall not apply.

10.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.6 shall not apply.

10.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

10.8 Nothing on this website, course materials constitutes or is intended to constitute:

(a) a financial promotion, an advertisement for any particular investment or investment business, or an invitation or inducement to engage in investment activity;

(b) investment advice, including advice on the merits of buying, selling, subscribing for, underwriting or exercising rights in relation to a particular security or investment;

(c) the making of an arrangement for another person to buy, sell, subscribe for or underwrite a security or investment; or

(d) any financial service or activity regulated or controlled by or pursuant to UK financial services law or any other applicable law.

10.9 You should take professional financial advice in connection with, or independently research and verify, any information that you find on our website and wish to rely upon, whether for the purpose of making an investment decision or otherwise.

10.10 We would like to draw your attention to the following investment warnings:

(a) the value of shares and investments and the income derived from them can go down as well as up;

(b) investors may not get back the amount they invested; and

(c) past performance is not necessarily a guide to future performance.

10.11 We are not regulated under UK financial services law.

10.12 Any prices displayed on the website are for guidance only and it is your responsibility to confirm any prices. Medics' Money will not be held liable for any discrepancies between pricing information displayed on the website and any subsequent bills received by you.

11. Variation

11.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

11.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

11.3 The content or schedule of the course materials may change. We will try to give you notice of this but we reserve the right to change the content and or delivery and or dates of the course materials

12. Assignment

12.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

12.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

13. No waivers

13.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

13.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

14. Severability

14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

14.2 If any unlawful and/or unenforceable provision of these terms and conditions 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.

15. Third party rights

15.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

15.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

16. Entire agreement

16.1 Subject to Section 10.1, these terms and conditions, shall constitute the entire agreement between you and us in relation to the sale and purchase of our downloads and the use of those downloads, and shall supersede all previous agreements between you and us in relation to the sale and purchase of our downloads and the use of those downloads.

17. Law and jurisdiction

17.1 These terms and conditions shall be governed by and construed in accordance with English law.

17.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

18. Statutory and regulatory disclosures

18.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

18.2 These terms and conditions are available in the English language only.

18.3 Our VAT number is 374 9344 62

19. Our details

19.1 This website is owned and operated by *Medics' Money Limited*.

19.2 We are registered in England and Wales under registration number 09062977, and our registered office is at:

Medics' Money Limited

c/o Evans Weir

The Victoria

25 St Pancras

Chichester

West Sussex PO19 7LT

19.3 Our principal place of business is at

Medics' Money Limited

c/o Evans Weir

The Victoria

25 St Pancras

Chichester

West Sussex PO19 7LT

19.4 You can contact us:

(a) by post, to the postal address given above;

(b) using our website contact form;

(c) by email, using team@medicsmoney.co.uk.