**TERMS OF USE**

These terms of use and our privacy policy set out the terms of use on which you can use of our site. Please read them carefully before you start to use the site as by using our site, you are accepting these terms of use and you agree to abide by them. If you do not agree to these terms of use, please refrain from using the site.

Our site is intended for use by UK based financial intermediaries only. The use of the Member areas of our site are governed by these terms of use and the Member Agreement you receive when you subscribe to NextGen Membership and NextGen Planners Advice Stack. By using our site you will be deemed to have accepted both the Member Agreement and these terms of use.

Access to some areas or services on our site might require you to provide us with personal details about yourself. By submitting your information and providing us with your details you will be deemed to have accepted these terms of use. If you do submit any personal data you should read our privacy policy below.

If you have provided any personal details and those details subsequently change, you should notify us by e-mailing contact@nextgenplanners.co.uk.

**INFORMATION ABOUT US**

NextGen Planners Ltd (we) are a limited liability company registered in England and Wales under number 10424588 and our registered office is at Maxwell House, Liverpool Innovation Park, Liverpool, Merseyside, UK, L7 9NJ.

If you need to contact us please write to us at the above address or send an e-mail to contact@nextgenplanners.co.uk.

**ACCESSING OUR SITE**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

We restrict access to some parts of our site to members and, from time to time, we may change the restricted areas or restrict access to the entire site.

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site.  You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

**INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it.  Those works are protected by copyright laws and treaties around the world.  All such rights are reserved.

Non-members may print off one copy, and may download extracts, of any page(s) from the public areas of our site for personal reference and draw the attention of others within their organisation to material posted on our site.

Non-members must not modify the paper or digital copies of any materials that they have printed off or downloaded in any way, and must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Non-members must not use any part of the materials on our site for commercial purposes unless they have obtained a licence to do so from our licensors or us.

The materials and information available in the Member area of our site shall form part of the service which we provide to our members pursuant to their Member Agreement. Clients may use the materials available in the client only areas in strict accordance with their Member Agreement.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

If you print off, copy or download any part of our site in breach of these terms of use and/or your service agreement, as the case may be, your right to use our site and any related materials will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**OUR SITE CHANGES REGULARLY**

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material but we shall endeavour to make you aware of when the material was originally posted and last updated.

**INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

All information received by us from you and/or your use of our site will be used in accordance with our [privacy policy](https://nextgenplanners.co.uk/privacy-policy/) (see below).

We respect the personal information provided by you. We will only transfer this information in accordance with our privacy policy and as may be required to provide services to you.

**LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement without our express consent. You must not establish a link from any website that is not owned by you.

Subject to your right to make use of any web and/or rss feeds that we may make available from time to time; our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page without our consent. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to contact@nextgenplanners.co.uk.

**LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by our members or other third parties, these links are provided for your information only.  We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

**VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

**TRADE MARKS**

NextGen Planners, nextgenplanners.co.uk, NextGen Planners Advice Stack and all related names and logos are trade marks of NextGen Planners Ltd.

**CLIENTS**

The client only areas of our site are made available to our clients as part of their service and the use of the materials made available in those areas is governed by the Member Agreement between us and each member.

If you wish to become a member you should do so via the [Join Us](https://nextgenplanners.co.uk/join-our-community/) page on this site.

All purchases from NextGen Planners Ltd are non-refundable unless expressly stated otherwise.

We reserve the right to suspend or cancel your access to the client areas of our site if you fail to make any payments due in respect of your service or your service agreement is terminated for any other reason.

You must not permit or assist any third party who is not a member of our site to access the client only areas. If you believe someone may be using your user identification code and password fraudulently you should notify us immediately by e-mailing contact@nextgenplanners.co.uk.

**LIMITATION OF LIABILITY**

Commentary and other materials posted on the public areas of our site are not intended to amount to advice on which reliance should be placed.  We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. This includes our platform, which is not moderated or vetted by us for accuracy of content or opinion.

The information and materials posted on the membership areas of our site form part of the service that we provide to our clients pursuant to their service agreement. In particular the extent of our liability in respect of your reliance upon any advice given via our site or information or materials posted on our site is governed by your Member Agreement and in particular the clause relating to the limitation of liability.

In addition, we do not warrant that our site or its contents are virus free or that the client only areas are compatible with your software or computer configuration. We accept no liability for any loss or damage of whatever nature you may suffer in the event of an infection or contamination by a virus or similar computer code designed to adversely affect the operation of any computer software or hardware. You are solely responsible for protecting your hardware, software and system from such attacks.

**ADVICE STACK TEMPLATES THIRD PARTY DISCLAIMERS**

Disclaimer – Naked Compliance Documents

Naked Compliance Documents Limited provides general information, guidance and template documents under terms and conditions provided. These are designed to cater for typical FCA compliance needs of mediation firms.

Nothing within the documentation should be constituted as or substituted for legal advice, although Naked Compliance Documents Limited has taken steps to ensure that the templates and information are up to date, compliant and accurate.

Documents may be updated without notice and you will be notified via the delivery system when this happens.

Documents are provided without any express or implied representation, warranty, term or condition. If you have queries relating to the application of the documentation you should take legal or professional compliance advice.

Naked Compliance Documents Limited, its agents, employees, contractors and sub-contractors will not be liable, whether in contract, tort (including negligence) or otherwise, for any special, direct, or indirect loss, damage, cost, expense, claim, demand or liability, or any loss of profit, revenue or anticipated savings, arising directly or indirectly from any omission from, error or defect in, or unsuitability of, any document template, form, information or other item available from us or from the possession, publication, use of or reliance on any such document template, form, information or other item, or for incorrect completion, alteration, use, filing of, or inability to use, any such document template, form, information or other item.

Disclaimer - Complex HR

All templates provided are customisable documents taken from Complete HR. The documents are for your guidance only. Professional advice should be sought before use.

**MISCELLANEOUS**

Nothing herein will be deemed to create a partnership or joint venture between us. Neither of us shall have the authority to bind the other or to contract in the name of or create a liability against the other in any way for any purpose.

No failure or delay by either us in exercising our rights pursuant to these terms of use will operate as a waiver of that right nor will any single or partial exercise by us or you of any right preclude any further exercise of any other right.

If any provision of these terms of use is found to be illegal, void or unenforceable by any court of competent jurisdiction, such invalidity shall not affect the validity of the remaining terms of our Member Agreement.

In the event there is any conflict between any provisions of these terms of use and the service agreement between each member and us, the service agreement shall prevail.

A person who is not a party to our agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of our agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**JURISDICTION AND APPLICABLE LAW**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

**VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Thank you for visiting our site.

**PRIVACY POLICY**

For our Privacy Policy please click [here](http://nextgenplanners.co.uk/privacy-policy/).

**CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to contact@nextgenplanners.co.uk.