

Terms and Conditions for advisers joining Advice Guru

1. Introduction

1.01 Welcome to *Advice Guru*, a platform designed to educate, empower and support customers, and connect them with professional advice experts in later life lending, residential lending, and other financial services. By joining our website and directory, you agree to the following Terms and Conditions. These terms govern your use of our services and outline the responsibilities, obligations, and rights of advisers listed on *Advice Guru*.

1.02 Wherever the reference “we”, “our” or “us” is used in this document we mean *Advice Guru*. Where we use the phrase ‘you’ we mean a member of Advice Guru who is bound by the Terms and Conditions of this document.

2. Definitions and interpretations

2.01 In this document we will use the following words and phrases which - unless it would make them inconsistent with the context in which they are used - will be taken to mean the following (any use of the singular can also be taken to mean plural and vice versa, and the same for upper or lowercase words):

“**Adviser**” means a registered individual authorised to conduct financial advice in the United Kingdom by the Financial Conduct Authority.

“**Commission**” means the procuration fee (proc fee) that a member receives for a qualifying case completion.

“**Customer**” means a consumer (either a prospect or an existing client of one of our members).

“**Data Protection**” refers to UK Data Protection Legislation and any other European Union legislation relating to personal data 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 relevant data protection or supervisory authority and applicable to a party

The terms “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Process/Processing**” and “**Special Categories of Personal Data**” shall have the same meaning as described in the Data Protection Laws. Further information relating to how we treat and process personal data can be found here: adviceguru.co.uk/privacy-policy

“**Directory**” in the context of this document, this refers to the adviser directory for use by our members which can be searched by customers looking for a suitable adviser. This is subdomain of the main *Advice Guru* website and can be found here: <https://advisedirectory.adviceguru.co.uk/home>

“**Free tier**” refers to the entry-level tier of membership for advisers for which there is no charge.

“**Gold tier**” refers to the lower of two paid tiers of *Advice Guru* membership. This provides advisers with additional site access and functionality.

“**Lead**” refers to a prospect whose details are passed by us (via the directory) to a member for the purposes of providing appropriate advice services. These may be free leads or paid for by the member.

“**Member**” means an individual adviser or solicitor who has completed an online registration for a membership account with *Advice Guru*.

“**Membership tier**” refers to the level of membership that a member holds with us - either ‘Free’, ‘Gold’ or ‘Platinum’.

“**Payaway**” means the amount paid by a member to *Advice Guru* in respect of our share of the commission (proc fee) they receive following a qualifying case completion. The amount may be expressed either in £pound or percentage terms.

“**Platinum tier**” refers to the higher of two paid tiers of *Advice Guru* membership. This provides advisers with the widest range of site access and functionality.

“**Qualifying case completion**” refers to the completed (issued) case(s) that have resulted directly from a lead introduced by us to a member.

“**Website**” in the context of this document we mean the primary website of *Advice Guru* www.adviceguru.co.uk

3. Membership tiers and pricing

3.01 *Advice Guru* offers three membership tiers for advisers, each providing different levels of service and lead options:

3.02 Free membership:

3.02.1 Cost: Free to all advisers.

3.02.2 Features:

- Access to the website, all five Learning Zones, quizzes, and the directory with a basic listing (adviser's name and website address).
- Ability to list one location (town or city).
- Access to the Borrowing Calculator. This calculator can be branded with your company name and logo for an additional charge..
- Access to free leads only.

3.03 Gold membership:

3.03.1 Cost: The current monthly and annual membership fees for individual members [can be found here](#). Discounts apply for those signing up for one year, equating to two free months. Terms can be negotiated for larger groups of 5 or more advisers (for example large advice firms or networks) by speaking directly with *Advice Guru*.

3.03.2 Features:

- All Free membership features plus enhanced directory visibility, including:
 - Adviser name
 - Company name
 - Company biography
 - Services offered
 - Adviser qualifications
- Ability to add up to five locations (towns or cities).
- Access to free and paid leads

3.04 Platinum membership:

3.04.1 Cost: The current monthly and annual membership fees for individual members [can be found here](#). Discounts apply for those signing up for one year, equating to two free months. Terms can be negotiated for larger groups of 5 or more advisers (for example large advice firms or networks) by speaking directly with *Advice Guru*

3.04.2 Features:

- All Free and Gold membership features plus full directory visibility:
 - Adviser biography
 - Display of Phone Number in the directory.

- Customer Reviews feature to enhance credibility.
- Ability to list up to ten locations (towns or cities).
- Access to free and paid leads.

4. Lead handling and payaways for all membership tiers:

4.01 Free leads: Regardless of the membership level, free leads are available when a customer contacts you directly via the directory.

4.02 Following completion of a qualifying case from a free lead (and not more than 30 days afterwards), *Advice Guru* will be entitled to the following payaway amount:

- Free members: 25% of the commission.
- Gold members: 20% of the commission.
- Platinum members: 15% of the commission.

4.03 Paid leads: Members can purchase paid leads directly from *Advice Guru*. Details of the current charges and terms [can be found here](#).

4.04 Following completion of a qualifying case from a paid lead (and not more than 30 days afterwards), *Advice Guru* will be entitled to the following payaway amount:

- Gold members: 15% of the commission.
- Platinum members: 10% of the commission.

4.05 We reserve the right to remove or restrict member access if members are found to be in breach of these payaway terms and conditions. This includes late payment of commission fees due, non-disclosure of qualifying completed cases or under-disclosure of the size of qualifying completed cases. As per **clause 9.03** of these Terms and Conditions, this can be done without notice and without refund of any membership fees already paid for that month/year.

5. Switching membership tiers

5.01 Members may switch between membership tiers at any stage. However, please note:

- No refunds will be provided if you change from a higher tier to a lower one after payment for the current month or year has been made.

6. Member obligations

6.01 As a member of *Advice Guru*, you agree to:

- Provide professional and competent advice to clients in compliance with all applicable laws and regulations.
- Maintain accurate and current information on your directory profile, including qualifications and certifications.
- Respond promptly to customer inquiries and maintain a high standard of client communication.
- Participate in regular Q&A sessions and other community features, such as feedback on website updates and industry discussions (e.g., identifying issues related to lead generation, marketing, and consumer understanding).

6.02 We reserve the right to ask our members to provide and submit evidence to support their directory entries, including qualifications, customer reviews and range of services.

6.03 We reserve the right to restrict or remove member access to our site if we believe a member is in breach of these obligations or any of the terms of this agreement (see **clause 9.03** for further details)

7. Directory and website usage

7.01 Advisers are provided with access to a personalised profile page on our directory where they can showcase their expertise and services. This profile is visible to potential customers searching the directory.

7.02 Advisers can use the Client Learning Zone portal (adviceguru.co.uk/register) to join the site. This portal allows advisers to:

- Send clients links to the Learning Zones.
- Access the full range of resources available on our website, including videos, audio files and downloadable learning material
- Enable clients to set up their own accounts and save their learning progress.

7.03 *Advice Guru* also provides a range of tools for advisers, including:

- Resources such as blogs and podcasts designed to help advisers stay informed about the latest industry developments.
- A Borrowing Calculator that can be white-labelled for use on an adviser's own website
- Lead generation support in the form of leads from both direct customer inquiries and introductions facilitated by the platform

7.04 All of the content of the website and directory remains the Intellectual Property of *Advice Guru* and is subject to copyright and trademark protection. No unauthorised replication is allowed without express prior permission.

8. Using our website, directory and general online security

8.01 Although we make very best efforts to do so, we can't promise that our site will always be free of viruses, Trojans, malware, or other harmful software. It's your responsibility to use your own antivirus software.

8.02 You must not misuse our site by adding viruses, Trojans, malware, or any other harmful software. You also shouldn't try to get unauthorised access to our site, the server it's stored on, or any server, computer, or database connected to it, and you shouldn't let others do so either.

8.03 You're allowed and encouraged to link to our website, as long as you do it fairly, follow the law, and don't do so in such a way as to harm our reputation or take unfair advantage of it. Your link must not imply that we approve or endorse you or your business. We may cancel your linking permission at any time without notice.

8.04 We either own or have the rights to all the intellectual property and content on our site. All these rights are protected, and you're not allowed to use any of this material without our written permission, except as needed to access the site and make introductions through it.

9. Suspension and withdrawal

9.01 We don't guarantee that our site or its content will always be available or work without interruptions. We may stop, limit, or reduce access to all or parts of the site for business or operational reasons.

9.02 It's your responsibility to make sure that anyone using your internet connection to access our site is authorised, knows about these terms (and other relevant terms), and follows them.

9.03 We can cancel your account or deactivate it at any time and for any reason, without telling you. If we do this because you've broken the terms of this agreement, we won't owe you any refund of membership fees already paid, and you agree that you won't try to use any login-protected areas of the site without getting our written permission first.

10. White label Borrowing Calculator

10.01 Access to our Borrowing Calculator is available to all members at no extra charge (adviceguru.co.uk/borrowing-calculator)

10.02 For an additional charge, the calculator can be customised with your company name, logo and brand colours for use on your website and other marketing materials. Details of the current charges and relevant terms and conditions that apply to the calculator's use can be found here.

10.03 While every effort is made to ensure the accuracy of the calculator, it has been designed for illustrative purposes only and should not be relied upon to provide a personalised illustration of the borrowing limits for an individual customer.

11. Solicitor panel and lead handling

11.01 Members who obtain leads from *Advice Guru* (either free leads from the directory or as paid leads) must offer clients at least three approved solicitors from the *Advice Guru* conveyancing list.

11.02 Clients may choose their preferred solicitor from these options or select their own Independent Legal Adviser. We expect (and you agree to) at least **75%** of qualifying case completions to have been conducted through our panel of solicitors.

11.03 Regular reviews of qualifying case completions will be made to check adherence to clause **11.02** and we reserve the right to remove or restrict a member's access to free leads should the member consistently fall below our expectation set out in that clause.

11.04 Solicitors on our panel have agreed to provide specific service levels and contribute to *Advice Guru's* marketing costs.

11.05 Our panel Solicitors will track qualifying case completions to ensure that *Advice Guru* receives the relevant percentage of the commission due, dependent on the membership level, as set out in **clause 4** of these Terms and Conditions.

12. Networking and fee sharing

12.01 Advisers are encouraged to network with other advisers on the site as much as they like. Any agreements for cross-sales between advisers will not be subject to any fee sharing with *Advice Guru*.

13. Compliance

13.01 Advisers must comply with all applicable laws and industry regulations, particularly in relation to providing advice on equity release and later-life lending products. *Advice Guru* reserves the right to remove any adviser found to be in breach of legal or ethical standards.

13.02 All reasonable steps have been taken by *Advice Guru* to ensure the accuracy of the information contained within our website, and we have sought (and obtained) internal compliance approval of all of its content. However, members should satisfy themselves via their own compliance process, policy and procedures before using and/or sharing the content of our site with their customers.

14. Intellectual Property and branding

14.01 White labelling: No white labelling of *Advice Guru* products will be permitted, except for the Borrowing Calculator (see **clause 10** for details).

14.02 Usage restrictions: The use of the *Advice Guru* brand, materials, intellectual property, and all information on the website is restricted to member usage only. These materials cannot be copied, reproduced, or distributed without explicit permission from *Advice Guru*.

14.03 Intellectual Property: All intellectual property associated with the *Advice Guru* brand and website falls under the *Advice Guru Later Life Lending* Registered Trademark.

15. Data protection

15.01 We will only use your personal data and the personal data of customers as stipulated in our privacy policy which [can be found here](#).

15.02 By signing these Terms and Conditions, you agree that you have read, understood and accept the terms of that policy.

16. Transfer

16.01 We may transfer our rights and obligations under these Terms and Conditions to another organisation without notice to you.

17. Governing law

17.01 Our site is designed for customers and advisers residing in the United Kingdom. We do not represent that the content, products or services available on or through our site are appropriate for use or available in other locations.

17.02 These Terms and Conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law and the exclusive jurisdiction of the English courts.