

GENERAL TERMS AND CONDITIONS

These **General Terms and Conditions** (“**Conditions**”) apply to all Services provided by **Simmys Contracts Limited** (“**Simmys Contracts**”) and form part of the contract between you (“**the Client**”) and us. Please read them carefully, as they set out important information about your rights and obligations upon purchasing the Services. These Conditions may be updated from time to time, and by continuing to use our Services, you agree to be bound by the most current version of the Conditions available on our Website: <https://simmyscontracts.com/policies-procedures/>.

1. INTERPRETATION/DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these Conditions:

Agreement: means the Contract between Simmys Contracts and the Client for the purchase and supply of Services and/or products, formed upon the Client’s purchase. It includes the Conditions mentioned below, as amended or updated from time to time.

Business Day: means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Client: means the person, individual or company who purchases any Services from Simmys Contracts, including those purchased via our Website.

Client Default: means any act or omission by the Client or failure by the Client to perform any relevant obligation under the Contract, which prevents Simmys Contracts from performing its obligations, as detailed in clause 4.2.

Commencement Date: means the date on which payment is received in full by Simmys Contracts, which shall constitute acceptance of these Conditions and formation of the Contract, as detailed in clause 2.2.

Conditions: means these General Terms and Conditions, together with any applicable Appendices, Invoices, the Important Legal Information and Client Terms (sent via email after purchase), all Policies and Procedures published on our Website: <https://simmyscontracts.com/policies-procedures/>, the Statement of Work (sent via email after purchase), and any other relevant documentation expressly written to form part of the Contract. This includes any updates, modifications, or amendments to these documents and/or documents listed on the Website, as updated from time to time.

Contract: means the agreement between Simmys Contracts and the Client for the purchase and supply of Services and/or products, formed upon the Client’s purchase. It includes the Conditions mentioned above, as amended or updated from time to time.

Deliverables: means the items/and or Services to be provided by Simmys Contracts to the Client, as specified in the confirmation email, which is sent after purchase and in the Statement of Work, both of which form part of the Contract between the Client and Simmys Contracts. Deliverables will be provided via email, either as written advice, a Word document, or a PDF. Where applicable, they may also be delivered or discussed during a scheduled consultation meeting.

Fees: means the amounts payable by the Client for the supply of Services and/or products, in accordance with clause 5, as set out on the Website at the time of purchase, in the confirmation email issued by Simmys Contracts, or as stated in the invoice. The Fees are confirmed at the point of sale or in an invoice issued via QuickBooks, and are payable in full prior to the commencement of any Services and/or delivery of products. Unless otherwise agreed in writing, all Fees are non-refundable. By making payment, the Client agrees to be bound by the Conditions published on our Website: <https://simmyscontracts.com/policies-procedures/>, and all other documents forming part of the Contract.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Policies and Procedures: means the set of documents published by Simmys Contracts on our Website at <https://simmyscontracts.com/policies-procedures/>, including but not limited to the Privacy Policy, Data Protection Policy, Data Breach Policy, Data Security Policy, GDPR Compliance Strategy, and Retention & Erasure Policy. This definition also includes these General Terms and Conditions, any applicable Appendices, Invoices, the Important Legal Information and Client Terms (sent via email after purchase), the Statement of Work (sent via email after purchase), and any other documentation expressly stated to form part of the Contract. These documents collectively govern the terms of engagement, service delivery, data handling, compliance obligations, and other legal and operational requirements. It also includes any updates, amendments, or modifications to any of the above documents, as published or communicated by Simmys Contracts from time to time.

Services: means the services and/or products supplied by Simmys Contracts to the Client, as detailed on the Website: <https://simmyscontracts.com/>, and in the Statement of Work (sent via email after purchase). This includes all Pay-as-you-go options, Packages, and Bundle Services, with corresponding pricing and details available online.

Simmys Contracts Limited: means Simmys Contracts registered in England and Wales with company number 16122928, Registered Office: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ. Simmys Contracts is not regulated by the Solicitors Regulation Authority (SRA), but is subject to other applicable laws and regulations, including but not limited to the UK GDPR. The registered office address may be subject to change and will be updated on the Website accordingly.

Statement of Work: means the description of the Services provided in writing by Simmys Contracts to the Client, as sent after purchase in the email confirmation. It outlines the scope, deliverables, timeline (if applicable), and any assumptions or exclusions.

Website: means the site: <https://simmyscontracts.com/>, which is the sole platform where Simmys Contracts uploads, update and display content on.

1.2 Interpretation:

A reference to legislation or a legislative provision:

- a. is a reference to it as amended, extended or re-enacted from time to time and,
- b. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

Any words following the terms, including for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes email, or any other written form.

Headings are for convenience only and shall not affect the interpretation of these Conditions.

2. BASIS OF CONTRACT

2.1 The Client's purchase of Services via the Website and/or invoice constitutes an offer to purchase the Services in accordance with these Conditions.

2.2 At the point of payment, the Client must tick to accept the Conditions, confirming their agreement and forming the Contract. The Contract shall be deemed formed and accepted (the “**Commencement Date**”) when full payment is received by Simmys Contracts, at which point these Conditions and all related documents shall become legally binding.

2.3 Any samples, drawings, descriptive matter, or advertising issued by Simmys Contracts—including content on the Website, social media platforms, marketing materials, or any other publications—are provided for illustrative purposes only. They do not form part of the Contract and have no legal or contractual force. Simmys Contracts accepts no liability for any reliance placed on such information.

2.4 These Conditions apply to the Contract, to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Simmys Contracts is not regulated by the Solicitors Regulation Authority (“**SRA**”) but remains subject to all applicable laws and business regulations. The Contract is formed upon the Client’s acceptance of the Conditions as published on the Website, both prior to and following purchase. The Client acknowledges that Simmys Contracts is not providing regulated legal services and accepts that no solicitor-client relationship is formed.

3. SUPPLY OF SERVICES

3.1 Simmys Contracts shall supply the Services to the Client in accordance with the Scope of Work and Statement of Work as set out in the confirmation email sent after purchase, and as described on the Website.

3.2 Simmys Contracts shall use all reasonable endeavours to meet any timetables and performance dates specified in the Statement of Work or confirmation email, but any such times/dates shall be estimates only, and time shall not be of the essence for performance of the Services.

3.3 Simmys Contracts reserves the right to amend the Services on the Website, Statement of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment does not materially affect the nature or quality of the Services. Simmys Contracts shall notify the Client by email in such event.

3.4 Simmys Contracts warrants to the Client that the Services will be provided using reasonable care and skill, in accordance with applicable professional standards, and best practices relevant to the legal and commercial contracting sector, while remaining consistent with the relevant ethical and legal obligations set out in the Solicitors' Code of Conduct. However, Simmys Contracts is not regulated by the Solicitors Regulation Authority (SRA).

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

- a. ensure that all information provided to Simmys Contracts or through any other communication is complete and accurate;
- b. co-operate with Simmys Contracts in all matters relating to the Services;
- c. provide Simmys Contracts with such information and materials as may be reasonably required to deliver the Services, and ensure that such information is complete and accurate in all material respects.

4.2 If Simmys Contracts' performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Client, or the Client's failure to perform any relevant obligation, or due to the inaccuracy of the information provided by the Client (a "**Client Default**"), Simmys Contracts shall not be liable for any resulting delay or failure to perform its obligations.

4.3 Without limiting or affecting any other right or remedy available, Simmys Contracts may suspend the performance of the Services or terminate the Contract with immediate effect until the Client remedies the Client Default. Simmys Contracts may rely on the Client Default to relieve it from performance of its obligations, to the extent such default prevents or delays performance of the Services.

4.4 Simmys Contracts shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Simmys Contracts' failure or delay in performance of any of its obligations as set out under this clause 4, to the extent such failure or delay is caused by a Client Default; and

4.5 The Client shall reimburse Simmys Contracts, upon written demand, for any costs or losses sustained or incurred by Simmys Contracts arising directly or indirectly from the Client Default.

5. FEES AND PAYMENT

5.1 The Fees for the Services shall be calculated on a fixed-fee or package basis, as published on the Website, or confirmed in the invoice, and/or writing via the Statement of Work: a. The applicable Fees are clearly listed at the point of purchase,

- b. Simmys Contracts may issue an invoice or accept direct payment through the Website prior to the commencement of any Services,
- c. Unless otherwise agreed in writing, payment in full is required before any work begins; and
- d. At the point of payment, the Client must tick to accept the Conditions, confirming their agreement and forming the Contract.

5.2 The Client shall pay each order/invoice before Services commence and in full and cleared funds to the account specified by Simmys Contracts. Time for payment is of the essence of the Contract.

5.3 If the Client fails to make payment by the due date, Simmys Contracts reserves the right to suspend or terminate the Services with immediate effect. Simmys Contracts shall not be liable for any delays, missed deadlines, or consequences arising from such suspension.

- 5.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.5 **No Refunds.** All Fees paid to Simmys Contracts are non-refundable subject to clause 5.6, once payment has been made, including (but not limited to) if the Client decides not to proceed with the Services, delays their participation, or is dissatisfied with the Services. This applies whether payment is made via Website checkout or invoice or otherwise.
- 5.6 **Free Initial Consultation Booking and Deposit Policy.** Simmys Contracts offers a free initial consultation call to prospective clients. To secure the appointment, a refundable deposit is required at the time of booking.
- a) If you attend the scheduled consultation, the full deposit will be refunded.
 - b) If you do not attend the consultation or cancel with less than 24 hours' notice, the **DEPOSIT WILL BE RETAINED AND TREATED AS A CANCELLATION FEE AND NON-REFUNDABLE.**

BY BOOKING THE INITIAL CONSULTATION, THE CLIENT CONFIRMS THEIR AGREEMENT TO THESE TERMS AS PART OF THE OVERALL ENGAGEMENT WITH SIMMYS CONTRACTS. BY MAKING PAYMENT FOR THE FREE INITIAL CONSULTATION CALL, THE CLIENT CONFIRMS THAT THEY HAVE READ, UNDERSTOOD, AND ACCEPTED THESE CONDITIONS OF THE POLICY. THE CLIENT MUST TICK TO ACCEPT THESE CONDITIONS AT THE POINT OF PAYMENT VIA THE WEBSITE FOR THE PURCHASE TO BE VALID AND THE CONTRACT TO BE FORMED.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services, including any contracts, documents, templates, advice, or other materials created by Simmys Contracts (excluding any materials provided by the Client), shall remain the exclusive property of Simmys Contracts.
- 6.2 Simmys Contracts grants to the Client a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual, and irrevocable licence to use, copy, and modify the Deliverables (excluding materials provided by the Client) solely for the purposes of receiving and using the Services or otherwise agreed in writing. This licence does not transfer ownership of the Intellectual Property Rights in the Deliverables, which remain with Simmys Contracts.
- 6.3 The Client shall not sub-license, assign, or otherwise transfer the rights granted under clause 6.2 to any third party without the prior written consent of Simmys Contracts.
- 6.4 The Client retains all Intellectual Property Rights in any materials they provide to Simmys Contracts. The Client grants to Simmys Contracts a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy, and modify any materials provided by the Client as reasonably necessary for the purpose of providing the Services. The Client confirms it has the right to grant such licence and that use by Simmys Contracts will not infringe any third-party rights Intellectual Property Rights. The Client agrees to indemnify Simmys Contracts against any losses, damages, or costs arising from any such infringement.

7. DATA PROTECTION

- 7.1 Both parties shall comply with their respective obligations under applicable data protection laws, including the UK General Data Protection Regulation (**UK GDPR**) and the Data Protection Act 2018, as well as the Data Protection Policy published by Simmys Contracts on the Website <https://simmyscontracts.com/policies-procedures/>.
- 7.2 In the course of providing the Services, Simmys Contracts will collect, process, and store the Client's personal data. The Client's rights in relation to their personal data — including rights of access, correction, erasure, and restriction — are outlined in the Privacy Policy available on our Website: <https://simmyscontracts.com/policies-procedures/>.
- 7.3 All personal data provided by the Client will be used solely for the purposes of delivering the agreed Services and will not be disclosed to third parties, except where required by law or necessary for the performance of the Contract.

8. COMPLIANCE DOCUMENTS

- 8.1 Additional information regarding Simmys Contracts' approach to data protection, including applicable GDPR compliance measures, is outlined in the supporting documents provided as part of this engagement and in the Policies and Procedures available on the Website: <https://simmyscontracts.com/policies-procedures/>. These documents form an integral part of the Contract and may be updated from time to time to reflect legal or operational changes.

9. SECURITY MEASURES

- 9.1 Simmys Contracts has implemented reasonable technical and organisational measures to ensure your personal data is handled securely and protected against unauthorised or unlawful processing, accidental loss, destruction, or damage. If you have any questions about how your personal data is processed or wish to exercise your data protection rights, please contact us by email. For further details, refer to the Data Security Policy published on our Website: <https://simmyscontracts.com/policies-procedures/>.

10. LIMITATION OF LIABILITY

****THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE****

10.1 Professional Indemnity Insurance. Simmys Contracts maintains private Professional Indemnity Insurance (**PII**), which protects Clients against claims arising from professional negligence in the Services we provide during the policy period.

Coverage includes:

- a) PROFESSIONAL INDEMNITY UP TO £1,000,000 (FOR ANY ONE CLAIM, UNLIMITED DURING THE INSURANCE PERIOD, IN ACCORDANCE WITH THE INSURER'S POLICY);**
- b) The limits in this clause reflect the insurance cover Simmys Contracts has been able to arrange. Clients are responsible for arranging insurance for any excess loss;
- c) Any claims must be valid, fall within the scope of professional services, and be subject to the terms and conditions of the Insurer's policy. The client acknowledges that the existence of this insurance does not increase or alter our contractual liability, which remains strictly limited as set out in this clause.

10.2 Regulatory Status and Acknowledgement.

- a) **Unregulated Legal Services.** Simmys Contracts provides legal services including contract review, drafting, amendment, and other general contract-related legal guidance. The Client acknowledges and accepts that **SIMMYS CONTRACTS IS NOT A LAW FIRM** and is **not authorised or regulated** by the Solicitors Regulation Authority (**SRA**) or any other legal services regulatory body in the United Kingdom.
- b) **Nature of Service Provision.** The Services are delivered by a UK-qualified solicitor, however, they are provided **in an unregulated capacity**. This means the Services do not fall under the regulatory framework governing solicitors or law firms in England and Wales.
- c) **Limitations of Regulatory Protection.** As a result of the above, the Client expressly acknowledges and accepts that the following protections and rights **do not apply**:
 - i. **No access to the SRA Compensation Fund**; ii. **No right to escalate complaints** to the Legal Ombudsman;
 - iii. **No SRA-mandated professional indemnity insurance** applies (although Simmys Contracts maintains private insurance on a discretionary basis);
 - iv. **No obligation to comply** with the SRA Code of Conduct or its regulatory complaints procedures; and
 - v. **No regulatory oversight** by any authorised legal body.
- d) **Client Acknowledgement and Consent.** By entering this Contract and instructing Simmys Contracts to provide Services, the Client confirms that they:
 - i. Understand and accept that Simmys Contracts is **not a regulated law firm**;
 - ii. Are aware that the Services are provided by a UK-qualified solicitor acting **outside of SRA regulation**; and
 - iii. Accept that they are engaging Simmys Contracts on this **fully informed and transparent basis**.

e) Transparency Compliance

This clause is provided in accordance with the principles of transparency as outlined in Paragraphs 8.10–8.11 of the SRA Code of Conduct. The Client agrees that this explanation is fair, reasonable, and sufficiently clear to proceed with the Services offered.

10.3 Liability. References to Liability in this clause include every kind of Liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, arising out of or in connection with this engagement. All Liability mentioned herein, shall be limited to the liability cap set out at **Clause 10.4** below. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

10.4 Exclusions from Liability. Nothing in this clause shall limit the Client's payment obligations for the Fees payable under the Contract. Nothing in the Contract limits any liability which cannot legally be limited, including, but not limited to, liability for:

- a. Death or personal injury caused by negligence;
- b. Fraud or fraudulent misrepresentation; and
- c. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.5 Liability Cap. Subject to clause 10.2 and 10.4, the total aggregate liability of Simmys Contracts to the Client for:

- a) Loss arising from failure to comply with data processing obligations under clause 7, shall not exceed the value of the Fees paid by you to us in the relevant 12 month period preceding the date of the event giving rise to the claim, or if covered by valid Insurance, the value of Insurance coverage, whichever is greater;
- b) **ALL AND ANY OTHER LIABILITY, LOSS OR DAMAGES SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF THE FEES PAID BY YOU TO US IN THE PRIOR 12 MONTH PERIOD FOR THE SPECIFIC SERVICES PROVIDED TO YOU UNDER THE RELEVANT CONTRACT BETWEEN US THAT GAVE RISE TO THE CLAIM.**
- c) This limitation applies only to matters directly related to the Services we provide under this agreement and does not affect liability where it is unlawful to limit or exclude it, including liability for death or personal injury caused by negligence, or fraud. By entering into this agreement, you acknowledge and accept this limitation as reasonable and proportionate to the nature of the Services and Fees.
- d) For claims covered by PII, in accordance with the above, our total liability shall be capped in line with our Insurance in place in that current year. Please note that while we maintain PII, this does not increase or override our contractual liability to you, which remains limited as stated above. The existence of such Insurance is intended as a safeguard and does not constitute an extension of our obligations under this agreement.

10.6 Reduction of Liability Caps. The caps on Simmys Contracts' liability shall be reduced by:

- a) Payment of an uncapped liability; and/or
- b) Amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

10.7 Exclusions of Certain Losses. The following types of loss are wholly excluded: a)

- Loss of profits
- b) Loss of sales or business

- c) Loss of agreements or contracts
- d) Loss of anticipated savings
- e) Loss of use or corruption of software, data, or information
- f) Loss of or damage to goodwill
- g) Indirect or consequential loss
- h) Exclusion of Implied Terms
- i) The terms implied by the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.

10.8 Notice Period for Claims. Unless the Client notifies Simmys Contracts of a potential claim in writing within the earlier of (i) one (1) month of becoming aware, or when the Client ought reasonably to have become aware, of the circumstances giving rise to the claim, or (ii) twelve (12) months from the date of completion of the Services giving rise to the claim, Simmys Contracts shall not be liable for that claim.

The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred OR it having grounds to make a claim in respect of the event and shall expire one (1) month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail and set out the legal and factual basis of the claim in reasonable detail. Any failure to comply with this clause shall result in the claim being irrevocably waived and barred. This clause is without prejudice to statutory rights that cannot legally be excluded and shall be interpreted in accordance with applicable law. The Client confirms that this limitation is reasonable and proportionate given the nature of the Services, the fees paid, and the availability of professional indemnity insurance.

10.9 Survival of Liability Clauses. This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either party may terminate this Contract immediately by giving the other party written notice. Termination must be communicated in writing and takes effect from the date of receipt by the other party. In the event of termination by either party, no refund or Fees shall be due to the Client, regardless of whether the Services have been fully delivered, in accordance with clause 5.5 '**No Refunds**', irrespective of the reason for termination.

11.2 Without affecting any other right or remedy available, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of the Contract and, if such breach is remediable, fails to remedy it within ten (10) calendar days of being notified in writing;
- b. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- c. the other party's financial position deteriorates to the extent that, in the terminating party's reasonable opinion, it can no longer adequately fulfil its obligations under the Contract; or

- d. the other party engages in any conduct that could reasonably be deemed to **damage the reputation** or professional standing of the terminating party.

In each case, the terminating party must specify the grounds for termination in writing.

11.3 Termination by Simmys Contracts

Simmys Contracts may also terminate the Contract with immediate effect, without liability, by giving written notice to the Client if:

- a. Simmys Contracts elects to terminate, including for business, legal or operational convenience,
- b. the Client fails to pay any payment due under the Contract within five (5) calendar days of the due date,
- c. the Client becomes subject to any of the events listed in clause 11 or is reasonably believed to be about to become subject to them.

Termination under this clause shall not relieve the Client of any accrued obligations or Fees or Invoices incurred prior to the termination date.

In the event of termination by Simmys Contracts, the Client shall not be entitled to any refund of Fees paid.

12. CONSEQUENCES OF TERMINATION

12.1 Upon Termination of this Contract for any reason or expiry of the Contract:

- a. **Cessation of Rights.** All rights granted to the Client under this Contract shall immediately cease, except for the limited licence to use Deliverables;
- b. **Outstanding Fees.** The Client shall immediately pay to Simmys Contracts all outstanding unpaid Invoices/Fees and interest accumulated and, in respect of Services supplied but for which no Invoice has been submitted, Simmys Contracts shall submit an invoice, which shall be payable by the Client immediately on receipt;
- c. **Return of Materials.** The Client shall return all of Simmys Contracts Materials and any Deliverables which have not been fully paid for, or if requested, permanently delete and confirm deletion in writing immediately. The Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- d. **Accrued Rights.** Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- e. **Survival of Terms.** Any clauses which expressly or by implication are intended to survive termination or expiry — including clauses 6 (Intellectual Property Rights), 7 (Data Protection), 10 (Limitation of Liability), and 11 (Termination) — shall continue in full force and effect.

13. FORCE MAJEURE

- 13.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, pandemics, or any other unforeseen events that could

not have been avoided or mitigated by the affected party or telecommunications networks where such failure could not reasonably have been foreseen or mitigated. Any deadlines or obligations affected by such events shall be suspended for the duration of the event.

- 13.2 The affected party shall notify the other party as soon as reasonably practicable of the occurrence of such force majeure event and shall use all reasonable endeavours to mitigate its impact and resume performance as soon as reasonably possible. If the event continues for more than 30 days, either party may terminate the Contract without liability, and subject to clause 11.1 'No Refunds'.

14. ASSIGNMENT AND OTHER DEALINGS

- 14.1 Simmys Contracts may at any time assign, subcontract, delegate, declare a trust over or otherwise deal with any or all of its rights and obligations under this Contract, provided that such assignment does not materially reduce the Client's rights under the Contract.
- 14.2 The Client shall not assign, transfer, subcontract, delegate, declare a trust over, or otherwise deal with any of its rights or obligations under this Contract without the prior written consent of Simmys Contracts, such consent not to be unreasonably withheld or delayed. Any attempted assignment without consent shall be void.

15. CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time during the term of the Contract for a period of two (2) years after termination of the Contract, disclose to any person/ third-party any confidential information concerning the business, affairs, Clients, operations, customers, except as permitted by clause 15.2(b). This obligation applies to both commercial and technical information, whether oral, written, or electronic.
- 15.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16. ENTIRE AGREEMENT

- 16.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, discussions, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this Contract, it does not rely on and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not expressly included in this Contract.

16.4 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation. This clause does not limit liability for misrepresentations made fraudulently.

17. MARKETING AND PUBLICITY

17.1 The Client grants Simmys Contracts an unlimited, non-exclusive, royalty-free licence to reference the Client as a customer of Simmys Contracts for marketing and promotional purposes, including but not limited to the use of the Client's name and logo on Simmys Contracts' website, in promotional materials, and in social media posts. The Client acknowledges and agrees that such use may be made publicly and that confidentiality obligations shall not apply in respect of the Client's identity for these purposes.

17.2 This permission is granted automatically as part of entering into the Contract. If the Client does not wish for their name or logo to be used, they must notify Simmys Contracts in writing prior to or within 14 days of the Commencement Date. If no such notice is received, Simmys Contracts shall be entitled to rely on this permission.

17.3 The Client agrees not to defame, disparage, or make any false or misleading statements, or make any negative or derogatory statements regarding Simmys Contracts, its officers, employees, services, or business, whether in public forums, on social media, in the press, and applies to all public and private communications or otherwise, whether during or after the term of the Contract. Should the Client breach this obligation, Simmys Contracts reserves the right to take legal action for defamation or any other appropriate claim and may seek damages up to an unlimited amount.

GENERAL CLAUSES

18. VARIATION. Except as set out in these Conditions, no variation of the Contract shall be effective unless agreed in writing and signed by both Parties (or their authorised representatives). This includes any changes to scope, fees, or timelines.

19. WAIVER. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy or breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy

provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but the remainder of the Contract shall remain in full force and effect. If any provision or part-provision of this Contract is deleted, under this clause 20, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NOTICES. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by email to the address specified. Any notice or communication shall be deemed to have been received, if sent by email at the time of transmission, provided no bounceback or failure delivery message is received. This clause does not apply to the service of any proceedings or other documents in any legal action.

22. THIRD PARTY RIGHTS. Unless it expressly states otherwise, the Contract does not give rise to any rights under the **Contracts (Rights of Third Parties) Act 1999** to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other third party.

23. GOVERNING LAW. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the **Law of England and Wales**. All advice is provided solely in the content of the Laws applicable within the UK.

24. JURISDICTION. Each party irrevocably agrees that the **Courts of England and Wales shall have exclusive** jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

DATA PROTECTION POLICY

1. SCOPE AND PURPOSE OF DATA PROCESSING

1.1 Simmys Contracts Limited (the "**Company**") collects, processes, and stores personal data as necessary to provide services under this Agreement as a **Data Processor**. There is no engagement letter, this Agreement constitutes the full terms governing the processing of personal data. Your rights regarding this data, including the right to access, correct, or restrict its use, are detailed in our Privacy Policy, available at <https://simmyscontracts.com/policies-procedures>.

1.2 The personal data processed may include, but is not limited to, names, addresses, contact details, financial information, and correspondence.

1.3 No special categories of personal data (e.g. health data, biometric data) will be processed unless explicitly required and agreed upon.

2. LEGAL BASIS FOR PROCESSING

2.1 The Company processes personal data on the following lawful bases:

- **Contractual Necessity:** To fulfil the terms of the contract for Services.
- **Legitimate Interests:** To manage the client relationship, issue invoices, and protect the Company's legal rights.
- **Consent:** For specific processing activities where required, with explicit consent obtained beforehand.

3. DATA RETENTION

3.1 Personal data will be retained only as long as necessary to fulfil the purposes of processing or as required by law.

3.2 For further details, refer to the Company's Retention and Erasure Policy, available on the website at <https://simmyscontracts.com/policies-procedures>.

4. DATA SHARING

4.1 The Company may share personal data with third-party service providers, such as cloud storage providers, IT service providers, word processors, software used for the creation of documents, or legal advisors, strictly for operational purposes.

4.2 All third parties handling personal data are required to adhere to equivalent data protection standards as outlined in this Agreement.

4.3 The Company does not sell or trade personal data to any external parties.

5. DATA SECURITY MEASURES

5.1 Each party shall take reasonable steps to safeguard personal data in accordance with the Data Security Policy.

5.2 The Data Security Policy can be accessed at <https://simmyscontracts.com/policiesprocedures>.

6. DATA BREACH MANAGEMENT

6.1 In the event of a personal data breach, the Company will:

- Assess the breach's scope and impact.
- Notify the Information Commissioner's Office (ICO) within 72 hours, if required.
- Inform affected individuals when legally required.

6.2 For further details, refer to the Company's Data Breach Response Plan available on request.

7. RIGHTS OF THE DATA SUBJECT

7.1 Clients have the following rights under applicable data protection laws:

- To access their personal data.
- To request rectification of inaccurate or incomplete data.
- To request erasure of personal data where processing is no longer necessary.
- To restrict or object to certain processing activities.
- To request the transfer of their data in a portable format.

7.2 Requests to exercise these rights should be made in writing to: info@simmyscontracts.com

8. DATA TRANSFERS

8.1 Personal data will not be transferred outside the UK or EEA without appropriate safeguards, such as standard contractual clauses or adequacy decisions.

9. DATA CLASSIFICATION POLICY

9.1 Both parties agree to implement appropriate data classification measures as outlined in the Data Classification Policy.

9.2 Personal data must be classified based on sensitivity, confidentiality, and applicable regulatory requirements to ensure its proper handling and security.

9.3 The Data Classification Policy can be accessed at <https://simmyscontracts.com/policiesprocedures>.

10. GDPR COMPLIANCE STRATEGY

10.1 Both parties will adhere to the principles of GDPR, including transparency, data minimization, and accountability, as detailed in the GDPR Compliance Strategy.

10.2 Processes for responding to data subject rights requests (e.g., access, rectification, erasure, or objection) will be implemented and maintained.

10.3 The Parties shall ensure a lawful basis for processing personal data and maintain records of such processing activities.

10.4 The GDPR Compliance Strategy can be accessed at <https://simmyscontracts.com/policiesprocedures>.

11. COMPLAINTS AND QUERIES

11.1 Clients may raise concerns or complaints regarding data protection by contacting the Company at info@simmyscontracts.com.

11.2 Unresolved complaints can be directed to the **Information Commissioner's Office (ICO)** via their website at <https://ico.org.uk/> or by calling **0303 123 1113**.

12. UPDATES AND AMENDMENTS

12.1 This Data Protection Policy may be updated to reflect changes in applicable data protection laws or internal practices. The Company will notify clients of any material updates.

12.2 The policies on the Website form an integral part of the Agreement and are subject to periodic updates. Clients are advised to regularly review the most up-to-date versions of these policies at <https://simmyscontracts.com/policies-procedures>. Any updates to these policies will automatically apply to the Agreement without further notice, ensuring compliance with applicable laws and standards.