

## **IMPORTANT LEGAL INFORMATION & CLIENT TERMS**

This document is provided to you as an important reminder of the Terms and Conditions already accepted as part of your purchase, as set out on our Website: <https://simmyscontracts.com/policies-procedures/>. By receiving this document, you acknowledge and confirm your acceptance of those terms, conditions, policies, and notices.

### **IMPORTANT LEGAL NOTICE**

Simmys Contracts provides legal services including contract review, drafting, amendment, and other general legal contract guidance. However, **Simmys Contracts is not a law firm and is not authorised or regulated by the Solicitors Regulation Authority (SRA)** or any other legal regulatory body in the UK.

- Clients do **not** have access to the **SRA Compensation Fund**;
- Clients do **not** have the right to escalate complaints to the **Legal Ombudsman**;
- The services are **not covered** by SRA-mandated **professional indemnity insurance**, although we maintain private insurance on a discretionary basis;
- There is no obligation to comply with **SRA Codes of Conduct** or **regulatory complaints procedures**.

**ALTHOUGH YOUR SERVICE WILL BE DELIVERED BY A UK-QUALIFIED SOLICITOR, THIS IS DONE IN AN UNREGULATED CAPACITY.**

**SIMMYS CONTRACTS IS NOT AUTHORISED OR REGULATED BY THE SOLICITOR'S REGULATION AUTHORITY ("SRA") OR ANY OTHER APPROVED LEGAL REGULATOR.**

This means:

- **SIMMYS CONTRACTS DOES NOT OPERATE UNDER THE DIRECT REGULATORY OVERSIGHT OF THE SRA, AND**
- **THE SERVICES OFFERED ARE NOT SUBJECT TO THE SRA'S REGULATORY OVERSIGHT, INCLUDING CONDUCT STANDARDS OR COMPLAINT HANDLING OR PROTECTIONS THAT ARE AVAILABLE TO REGULATED BUSINESSES,**

This means, you **DO NOT** have the following protections:

1. **ACCESS TO THE SRA COMPENSATION FUND;**
2. **SERVICES ARE NOT COVERED BY SRA-MANDATED PROFESSIONAL INDEMNITY INSURANCE, ALTHOUGH WE MAINTAIN PRIVATE INSURANCE;**
3. **OVERSIGHT BY A LEGAL REGULATOR;**
4. **COMPLAINTS PROCEDURES OVERSEEN BY THE REGULATOR AND THERE IS NO OBLIGATION TO COMPLY WITH SRA CODES OF CONDUCT OR REGULATORY COMPLAINTS PROCEDURES, AND**
5. **THE RIGHT TO ESCALATE COMPLAINTS TO THE LEGAL OMBUDSMAN.**

By purchasing the Services, you acknowledge and accept that these regulatory protections **DO NOT APPLY** to the Services provided to you. The Client confirms that they understand this distinction and are engaging Simmys Contracts on this basis.

#### **TRANSPARENCY STATEMENT (SRA CODE OF CONDUCT: PARAGRAPHS 8.10–8.11)**

##### **YOU ARE ADVISED THAT:**

1. THE SERVICES ARE PROVIDED BY A **UK-QUALIFIED LAWYER ACTING OUTSIDE OF SRA REGULATION**,
2. SIMMYS CONTRACTS IS **NOT REGULATED OR AUTHORISED BY THE SRA**, OR ANY OTHER APPROVED LEGAL REGULATOR,
3. ACCORDINGLY, OUR SERVICES ARE NOT SUBJECT TO:
  - **THE SRA COMPENSATION FUND**
  - **SRA INDEMNITY INSURANCE RULES**
  - **OVERSIGHT BY THE LEGAL OMBUDSMAN OR STATUTORY COMPLAINTS PROCESS.**

#### **CONFIRMATION OF AGREEMENT**

By purchasing the Services you have confirmed your acceptance of the General Terms and Conditions, Appendices, Invoices, the Policies and Procedures on our Website:

<https://simmyscontracts.com/policies-procedures/>, these Important Terms and all other relevant documentations that forms part of the contract.

#### **PROFESSIONAL INDEMNITY INSURANCE**

All Services are covered under our private **Professional Indemnity Insurance**, which protects you against claims arising from professional negligence in the Services we provide during the policy period.

**Our Insurance includes the following coverage: Professional Indemnity up to (one-million-pounds) £1,000,000 (per claim, unlimited during the period of insurance in line with the Insurer's policy).**

While we maintain this coverage to protect both our business and our Clients, any claim must be valid, within the scope of our professional services, and subject to the terms and conditions of our Insurer's policy. However, the existence of this insurance does not increase or alter our contractual liability to you, which is strictly limited in accordance with the Limitation of Liability clause set out in the General Terms and Conditions: <https://simmyscontracts.com/policies-procedures/>.

#### **GOVERNING LAW, JURISDICTION AND LIMITATION OF LIABILITY**

In accordance with the General Terms and Conditions as set out here:

<https://simmyscontracts.com/policies-procedures/>, this engagement shall be governed by and construed in accordance with the Laws of England and Wales. Any disputes arising in relation to this engagement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

In accordance with the General Terms and Conditions: <https://simmyscontracts.com/policies-procedures/>, our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this engagement, **SHALL BE LIMITED TO THE TOTAL**

**AMOUNT OF FEES PAID BY YOU TO US IN THE RELEVANT 12-MONTH PERIOD** prior to the event giving rise to the claim. 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.**

Please note that while we maintain Professional Indemnity Insurance, 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.

### COMPLAINTS HANDLING

If you are dissatisfied with the Services provided, you have the right to complain. Complaints will be handled promptly, fairly, and free of charge. To make a complaint, you can contact us directly by email. Please provide as much detail as possible about your complaint, we aim to provide a full response within 28 days.

### DISCLAIMER AND WEBSITE INFORMATION

Our Website [www.simmyscontracts.com](http://www.simmyscontracts.com) provides further information about our services and updates. Please note that any information provided on the Website is for general informational purposes only and should not be relied upon as legal advice. If you require specific general advice, you should contact us directly to discuss your individual situation.

We fully comply with UK GDPR regulations and ensure your personal data is handled securely.

Full details can be found in our **Privacy Policy**, available on our Website:

<https://simmyscontracts.com/policies-procedures/> .

### DATA PROTECTION AND PRIVACY

We are committed to protecting your personal data and privacy. **We fully comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.** Your personal data is collected and processed solely for the purpose of providing our Services.

For more details, please review our:

- **Privacy Policy**
- **Data Protection Policy**
- **Data Security Measures**

All available at: <https://simmyscontracts.com/policies-procedures/>

**Your personal data will not be shared with third parties unless required by law or necessary for delivering our Services. You may exercise your data rights at any time by contacting us.**