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TERMS AND CONDITIONS

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before you use Our Site, together with any other documents (such as our privacy policy) (unless otherwise stated), set out the terms of use governing your use of Our Site (<<insert website address>> (“Our Site”). It is recommended that you save a copy of these Terms and Conditions for your future reference.

carefully and ensure that you understand them before you use Our Site, together with any other documents (such as our privacy policy) (unless otherwise stated), set out the terms of use governing your use of Our Site (<<insert website address>> (“Our Site”). It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details of changes>>.]

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Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately.

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The following document[s] apply to the use of Our Site:

The following document[s] apply to the use of Our Site:

- Our Privacy Policy, in Part[s 3 and] 16.
- [Our Cookie Policy, in Part 16.]
- [Our Acceptable Use Policy, in Part 16.]

- <<insert link>>. This is also referred to below as “<<insert name>>”.
- <<insert link>>. This is also referred to below as “<<insert name>>”.
- <<insert link>>. This is also referred to below as “<<insert name>>”.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Contact Tools**”

means any electronic communications facility that We provide on Our Site enabling you to contact Us, including, but not limited to, contact forms and live chat.

“**Content**”

means text, images, audio, video, scripts, databases, and any other form of electronic data, whether or not being stored on a computer that is accessible to, or part of, Our Site; and

“**We/Us/Our**”

means <<insert business name>>.

2. Information About Us

2.1 Our Site is operated by <<insert company name>>, a company registered in England and Wales with company number <<insert company number>>. Our registered office and main trading address is <<insert main trading address>>.

<<insert company name>>. [We are a limited company registered in England and Wales with company number <<insert company number>> and Our registered office and main trading address is <<insert main trading address>>.] OR [Our address is <<insert main trading address>>.]

2.2 [Our VAT number is <<insert VAT number>>.]

[Our VAT number is <<insert VAT number>>.]

2.3 [We are regulated by <<insert regulator(s)>>.]

[We are regulated by <<insert regulator(s)>>.]

- 2.4 [We are a member of a trade association(s) etc.>>.]
- 2.5 [We are an investment company.]
- 2.6 [Please note that Our Company is being wound up.]
- 2.7 [<<insert further information>>.]

3. **How to Contact Us [and Your Contact Tools]**

3.1 To contact Us by email, please email Us at <<insert email address>> or to contact Us by telephone, please call Us at <<insert telephone number>>.

3.2 [We provide the following contact tools for you to contact Us:

- <<insert Contact Tools, such as contact form, live chat etc.>>

3.3 When using Our Contact Tools, you must comply with the following rules applying to Us by any other means, [Our Acceptable Usage Policy, <<insert link>>, applies.] **OR** [the following rules apply to you when you communicate, submit, or otherwise do anything that:

- a) [is sexually explicit or obscene];
- b) in any way solicits, encourages, or promotes child sexual abuse material; or
- c) is obscene, defamatory, abusive, hateful, or otherwise inflammatory;
- d) promotes violence or terrorism;
- e) promotes, encourages, or supports acts of terrorism;
- f) promotes or supports illegal or unlawful activity;
- g) is defamatory or libelous;
- h) bullies, insults, or humiliates another person;
- i) discriminates on the basis of race; ethnicity; national origin; national ancestry; national identity; gender; gender identity; sexual orientation; marital status; political beliefs; disability; or age;
- j) is intended to threaten, harass, annoy, alarm, or otherwise cause inconvenience to another person;
- k) is calculated to deceive;
- l) is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal information in a way that they do not have a right to;
- m) misleadingly impersonates Us or otherwise misrepresents your identity or affiliation with Us, where such impersonation or misrepresentation is calculated to deceive [(obvious impersonation or misrepresentation is excluded from this definition provided that they do not breach any of the standards in this Part 3)];
- n) implies any affiliation with Us or any other party where there is none;
- o) infringes, or otherwise violates, the intellectual property rights (including trademarks, trade names, and domain names) of Us or any other party;
- p) is in breach of any applicable law, regulation, or contract, including but not limited to, confidentiality obligations, or other obligations of confidence[.] **OR** [;]

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q) [<<add further details>>.]

3.4 We may monitor and analyze usage data made using Our Contact Tools.

3.5 Any personal information collected, used, and stored (including but not limited to your name and contact details) will be processed in accordance with your rights and Our obligations under data protection laws, including Our Privacy Policy, available from <<insert link>>.]

4. **Access to Our Site**

4.1 Access to Our Site is available on a "best effort" basis.

4.2 It is your responsibility to make any arrangements necessary in order to access Our Site.

4.3 Access to Our Site is not guaranteed and may be suspended or discontinued "as available" and on an "as available" basis. We may suspend or discontinue (or any part of it) at any time. We do not guarantee that access to Our Site will be available or that access to it will be uninterrupted. [If We suspend or discontinue (or any part of) Our Site (or any part of it), We will try to give you reasonable notice of such suspension or discontinuation.]

5. **Changes to Our Site**

We may alter and update Our Site (or any part of it) at any time [<<insert brief description of potential reasons for such alterations>>]. [If We make any [significant] alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations.]

6. **Changes to these Terms and Conditions**

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, your use of Our Site after you have accepted these Terms and Conditions will apply to your use of Our Site even if you have not yet accepted these Terms and Conditions. We advise you to check this page every time you use Our Site to see if there have been any changes.

6.2 If any part of the current Terms and Conditions conflicts with any previous version of these Terms and Conditions, the current version shall prevail unless We explicitly state otherwise.

7. **[International Users]**

Our Site is intended for use in the United States only. We do not warrant or represent that Our Site or any Content is suitable for use in other locations or are suitable for use in other locations.]

8. **How You May Use Our Site (Including Intellectual Property Rights)**

8.1 [All Content included on Our Site is the copyright and other intellectual property of Us, unless otherwise indicated. All Content is protected by applicable United States and international copyright laws.]

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compilation, director, or otherwise, without our express written permission.]

8.7 [Unless expressly stated otherwise in our Terms and Conditions or on Our Site, you may not otherwise copy, reproduce, distribute, sell, rent, sub-licence, store, or transmit in any other manner the Content on Our Site without Our express written permission. For further information on the re-use of Content from Our Site, please Contact Us using the details set out above in Part 3.]

8.8 [Our status as the author of the Content on Our Site (or that of any other person) must always be acknowledged.]

8.9 [Nothing in these Terms and Conditions permits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright' (which includes exceptions allowing certain uses of copyright material for purposes such as (but not limited to) non-commercial research and private study; teaching; non-commercial research; criticism, review, and reporting; news; and parody, caricature, and pastiche). Where information is available from the UK Intellectual Property Office, you must ensure that you are aware of any such exceptions.]

9. **Links to Our Site**

9.1 [You may link to the homepage of Our Site. You may not link to any other page on Our Site. **OR** [You may only link to the homepage of Our Site. Linking to other pages on Our Site requires our express written permission.]

9.2 Links to Our Site must not be used in a way that you must not take unfair advantage of Our reputation or that of any other person's reputation.

9.3 You must not link to Us (where there is no such link) or to Us (where there is no such link) that suggests any association with Us (where there is no such association) or approval from Us (where there is none).

9.4 Your link should not contain any trademarks or trade marks displayed on Our Site without Our express written permission.

9.5 [You must not frame the Content on another website without Our express written permission.]

9.6 [You may not link to a website the main content of which is unlawful; obscene; defamatory; inappropriate; dishonest; defamatory; discriminatory; that promotes violence, racial hatred, or terrorism; or that infringes intellectual property rights; or that We deem to be otherwise objectionable.]

OR

9.6 [You may not link to a website the main content of which does not comply with Our Acceptable Usage Policy, available at [www.simply-docs.com/acceptable-usage-policy](#) set out in Our Acceptable Usage Policy, available at [www.simply-docs.com/acceptable-usage-policy](#)]

10. **Links to Other Sites**

10.1 Links to other websites are included on Our Site. Unless expressly stated, we accept no responsibility or liability for the content of these sites.

10.2 The inclusion of a link on Our Site is for information purposes only and does not constitute endorsement of that website or of its owners, operators, or content, or any other person associated with it.

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11. **[Advertising**

We may feature advertising on Our Site. We are not responsible for the content of any advertising on Our Site. We do not warrant or make any representation about the accuracy or completeness of any advertising on Our Site. We are not responsible for any omissions in such advertising. We are not responsible for the content of any advertising on Our Site. For further information about advertising, please refer to the content of their own advertising. For further information about advertising, please refer to <<insert link>>.

not responsible for the content of any advertising on Our Site. We do not warrant or make any representation about the accuracy or completeness of any advertising on Our Site. We are not responsible for any omissions in such advertising. We are not responsible for the content of any advertising on Our Site. For further information about advertising, please refer to the content of their own advertising. For further information about advertising, please refer to <<insert link>>.

12. **Disclaimers**

- 12.1 Nothing on Our Site is intended to provide any advice on which you should rely. It is provided for general information only. [Professional or specialist advice should always be sought before taking any action relating to <<describe the type of advice>>.]
- 12.2 To the extent permitted by law, We make no warranties, representations or guarantees about the accuracy, reliability, or completeness of the Content on Our Site. We make reasonable efforts to ensure that the Content is accurate, reliable, and up to date, but We make no warranty, representation, or guarantee (express or implied) that this will be the case.
- 12.3 If you are a business user, we do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content on Our Site and Content.

Nothing on Our Site is intended to provide any advice on which you should rely. It is provided for general information only. [Professional or specialist advice should always be sought before taking any action relating to <<describe the type of advice>>.] To the extent permitted by law, We make no warranties, representations or guarantees about the accuracy, reliability, or completeness of the Content on Our Site. We make reasonable efforts to ensure that the Content is accurate, reliable, and up to date, but We make no warranty, representation, or guarantee (express or implied) that this will be the case. If you are a business user, we do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content on Our Site and Content.

13. **Our Liability**

- 13.1 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from negligence, or for liability which cannot be lawfully excluded or restricted.
- 13.2 If you are a business user, we do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content on Our Site and Content. We accept no liability for any damage, whether foreseeable or otherwise, in connection with the use of (or inability to use) Our Site or the use of Content included on Our Site.
- 13.3 If you are a business user, we do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content on Our Site and Content. We do not accept liability for loss of profit, sales, or revenue; loss of opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.
- 13.4 [Our Site is intended for use only.] If you are a consumer, you agree that [you will use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out in our Terms of Use.
- 13.5 [Subject to Part 13.6,] We do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content (digital content) from Our Site. If you are a consumer and Content (digital content) from Our Site is damaged, lost, or destroyed, and you are not using reasonable care, We will either repair or replace the Content, or we will pay you the cost of repair or replacement. If you are a consumer and Content (digital content) from Our Site is damaged, lost, or destroyed, and you are not using reasonable care, We will either repair or replace the Content, or we will pay you the cost of repair or replacement.
- 13.6 [Note that the right to repair or replacement in Part 13.5 will be lost if the damage in question is caused by failure to use reasonable skill and care, or if the damage is avoided by following advice or instructions from Us.]

Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from negligence, or for liability which cannot be lawfully excluded or restricted. If you are a business user, we do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content on Our Site and Content. We accept no liability for any damage, whether foreseeable or otherwise, in connection with the use of (or inability to use) Our Site or the use of Content included on Our Site. If you are a business user, we do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content on Our Site and Content. We do not accept liability for loss of profit, sales, or revenue; loss of opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage. [Our Site is intended for use only.] If you are a consumer, you agree that [you will use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out in our Terms of Use. [Subject to Part 13.6,] We do not warrant, represent, or guarantee any implied representations, warranties, or conditions, and other than as expressly stated in our Terms of Use, we do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the Content (digital content) from Our Site. If you are a consumer and Content (digital content) from Our Site is damaged, lost, or destroyed, and you are not using reasonable care, We will either repair or replace the Content, or we will pay you the cost of repair or replacement. If you are a consumer and Content (digital content) from Our Site is damaged, lost, or destroyed, and you are not using reasonable skill and care, We will either repair or replace the Content, or we will pay you the cost of repair or replacement. [Note that the right to repair or replacement in Part 13.5 will be lost if the damage in question is caused by failure to use reasonable skill and care, or if the damage is avoided by following advice or instructions from Us.]

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from your failure to provide the minimum system requirements provided by Us for t

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tion were not met.]]

14. **Viruses, Malware, and Security**

14.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and other malware. We do not guarantee that this is the case.

ensure that Our Site is secure and free from viruses and other malware. We do not guarantee that this is the case.

14.2 You are responsible for ensuring that the hardware, software, data, and other information you use to access Our Site are free from internet security risks.

hardware, software, data, and other information you use to access Our Site are free from internet security risks.

14.3 You must not deliberately introduce any viruses or other malware, or any other harmful information, which is malicious or harmful either to or via Our Site.

viruses or other malware, or any other harmful information, which is malicious or harmful either to or via Our Site.

14.4 You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.

access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.

14.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.

of a denial of service attack, a distributed denial of service attack, or any other means.

14.6 By breaching the provisions of this Part 14.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with them. You agree to disclose your identity to them immediately in the event of such a breach. Your right to use Our Site will be suspended or terminated in the event of such a breach.

to 14.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with them. You agree to disclose your identity to them immediately in the event of such a breach.

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15. **Acceptable Usage of Our Site**

15.1 [In addition to these Terms and Conditions, Our Acceptable Usage Policy, which is available at <<insert link>>, governs our use of Our Site.]

s, Our Acceptable Usage Policy, which is available at <<insert link>>, governs our use of Our Site.]]

15.2 You may only use Our Site for the purposes set out below:

er:

a) You must ensure that your use of Our Site is fully compliant with any and all local, national, and international laws, regulations, and standards that apply;

fully compliant with any and all local, national, and international laws, regulations, and standards that apply;

b) You must not use Our Site for any purpose, in any way, or for any purpose, that is unlawful or fraudulent;

way, or for any purpose, that is unlawful or fraudulent;

c) You must not use Our Site to knowingly send, upload, or in any other way transmit any information, including any other content, that is harmful, defamatory, or otherwise adversely affect computer hardware, software, or data;

ngly send, upload, or in any other way transmit any information, including any other content, that is harmful, defamatory, or otherwise adversely affect computer hardware, software, or data;

15.3 If you fail to comply with the provisions of this Part 15 [and/or Our Acceptable Usage Policy], you will be deemed to have breached these Terms and Conditions. We may take one or more of the following actions:

is Part 15 [and/or Our Acceptable Usage Policy], you will be deemed to have breached these Terms and Conditions. We may take one or more of the following actions:

a) Suspend or terminate your access to Our Site;

e Our Site;

b) Issue you with a cease and desist order;

c) Take legal proceedings against you for reimbursement of any and all costs incurred by Us as a result of your breach;

for reimbursement of any and all costs incurred by Us as a result of your breach;

d) Take further action against you as appropriate;

as appropriate;

e) Disclose such information to the relevant law enforcement authorities as required or as We deem appropriate.

forcement authorities as required or as We deem appropriate and/or

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- f) Any other action that is reasonably appropriate (and lawful).
- 15.4 We hereby exclude liability for any loss or damage, including but not limited to consequential loss or damage, arising out of any actions that We may take (including, but not limited to, those set out above in Part 15.3) in response to your breach.
- 16. How We Use Your Personal Information**
- We will only use your personal information in accordance with what is set out in Our Privacy Policy, available at <<insert link>> [and Our Terms and Conditions available from <<insert link>>].
- 17. [Communications from Us]**
- 17.1 If We have your contact details, We may contact you and you important notices by email from time to time. Such notices may include, but not limited to, matters including, but not limited to, changes to Our Terms and Conditions.
- 17.2 We will not send you marketing emails without your express consent. If you do consent to marketing emails, you may unsubscribe at any time. All marketing emails from Us include an unsubscribe link. If you do not opt out of emails from Us, it may take up to <<insert period>> days for the opt out to take effect and you may continue to receive emails during this period.
- 17.3 For questions or comments about our communications from Us, please contact Us using the details set out in Our Privacy Policy.
- 18. Law and Jurisdiction**
- 18.1 These Terms and Conditions govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 18.2 If you are a consumer, these Terms and Conditions shall not be subject to any mandatory provisions of the law in your country, in so far as any such provision in Part 18.1 takes away from or restricts your legal rights.
- 18.3 If you are a consumer, any dispute or controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by the court of first instance.
- 18.4 If you are a business, any dispute or controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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