



## Terms & Conditions

### 1. INTERPRETATION

1.1. The following definitions shall apply:

**“Applicable Data Protection Laws”** means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**“Applicable Laws”** means all applicable laws, statutes and regulation from time to time in force.

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

**“Conditions”** these terms and conditions as amended from time to time in accordance with clause 14.4.

**“Confidential Information”** means all confidential and proprietary information of a party (**“Disclosing Party”**) disclosed to the other party (**“Receiving Party”**), whether orally or in writing and whether disclosed before or after the date of the Order, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including this Contract and the applicable pricing, the Services, business and marketing plans, technology and technical information, product designs, and business processes.

**“Contract”** the contract between the Supplier and the Customer for the supply of Services which consists of these Conditions and the Order.

**“Control”** shall be as defined in section 1124 of the Corporation Tax Act 2010.

**“Customer”** means the entity identified in the SOW, or Order, as the party to receive the Services.

**“Customer Personal Data”** means any personal data which Supplier processes in connection with the Contract on behalf of the Customer as controller.

**“Data Processing Annex”** means the annex to the SOW which sets out scope, nature and purpose of processing by Supplier, the duration of the processing and the types of personal data and categories of data subject.

**“Effective Date”** has the meaning given in clause 2.2.

**“EU GDPR”** means the General Data Protection Regulation ((EU 2016/679), as it has effect in EU law.

**“Fees”** the charges payable by the Customer for the supply of the Services in accordance with clause 6.

**“Force Majeure Event”** means any circumstance not within a Party’s reasonable control including, without limitation, acts of

God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and interruption or failure of utility service.

**“Intellectual Property Rights”** all 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 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.

**“Order”** the Quotation, save where an SOW is signed by both Supplier and Customer in which case the SOW will replace and supersede the terms of the Quotation on such the date.

**“Processor”** has the meaning set out in the UK GDPR.

**“Quotation”** means the document describing the Service(s) to be provided by Supplier and setting out the applicable charges, on the basis such services and charges are subject to these Conditions.

**“Services”** the services supplied by the Supplier to the Customer as set out in the Order.

**“SOW”** or **“Statement of Work”** a detailed written plan, describing the Service(s) to be provided by Supplier, the charges for each Service and, where applicable, the timetable for their performance which, when signed by both Supplier and Customer, supersedes the terms of the Quotation.

**“Supplier”** Restore Digital Limited registered in England and Wales with company number 04624743, and trading under the name of Restore Information Management.

**“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

1.3. Any words following the terms including, include, in particular, 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.

1.4. A reference to writing or written includes email.

### 2. BASIS OF CONTRACT

2.1. Any Quotation given by Supplier is only valid for a period of 20 (twenty) Business Days from its date of issue and Supplier reserves the right to withdraw a Quotation at any time before acceptance.

2.2. The Contract shall come into existence on the earlier of i) the Customer’s acceptance of the Quotation (in accordance with clause 2.3 ) or ii) the signing of the Statement of Work by both Supplier and Customer (the **“Effective Date”**).

2.3. Acceptance of the Quotation shall be deemed to have occurred on the date the Customer signs and returns the Quotation, or if the

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Customer does not sign the quotation, the earlier of the date on which the Customer confirms acceptance of the quotation in writing (including over email) or the date on which the Supplier performs any part of the Services.

- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer or Supplier seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 2.5. If there is an inconsistency between the provisions of the Order and the Conditions, the provisions of these Conditions shall prevail unless the conflicting clause in these Conditions is expressly identified and stated to be replaced or amended in the Order.

**3. TERM**

- 3.1. Unless an expiry date is specified in the Order, this Contract will be for an initial term of not less than 24 months from the Effective Date (the “Initial Term”) and will continue thereafter for further consecutive extensions of 12 months (each a “Renewal Term”) unless and until Customer provides written notice to terminate. Such notice shall be served no earlier than 3 months prior to the expiry of the Initial Term or the then applicable Renewal Term.

**4. SUPPLY OF SERVICES**

- 4.1. The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects.
- 4.2. The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3. The Supplier reserves the right to amend the Order, if necessary, to comply with any applicable law or regulatory requirement, provided the amendment will not materially affect the nature or quality of the Services, and Supplier shall notify the Customer in any such event.
- 4.4. The Supplier warrants to the Customer the Services will be provided using reasonable care and skill and will conform with applicable law (including without limitation the Bribery Act 2010, the Modern Slavery Act 2015, and sections 45 and 46 of the Criminal Finances Act 2017).
- 4.5. The arrangement is not exclusive, and the Customer is free to appoint a third party to conduct the Services or similar services.
- 4.6. If set out in the Order, the Services may be provided by the Supplier, a subsidiary of the Supplier, or an affiliate under common Control with the Supplier. The Services will be provided to the Customer and, to the extent listed in the Order, to any affiliates under common Control with the Customer, provided the Customer remains at all times responsible for the performance of its obligations under this Contract and for any acts or omissions of those affiliates.

**5. CUSTOMER'S OBLIGATIONS**

- 5.1. The Customer shall:
  - 5.1.1. ensure the terms of the Order and any information it provides in the Statement of Work are materially complete and accurate (and the Supplier reserves the

right to make a reasonable adjustment to the Fees or terms of the Order in the event of such inaccuracy or incompleteness);

- 5.1.2. co-operate with the Supplier in all matters relating to the Services;
- 5.1.3. provide the Supplier, its employees, agents, consultants, and subcontractors, with timely access at no charge to the Customer’s premises, parking, systems, office accommodation and other facilities as reasonably required by the Supplier;
- 5.1.4. provide the Supplier with such complete and accurate information and materials as the Supplier may reasonably require to supply the Services;
- 5.1.5. obtain and maintain all necessary licenses, permissions, and consents (if any) which may be required for the Services; and
- 5.1.6. comply with all applicable laws.
- 5.2. If i) the Supplier’s performance under the Contract is prevented or delayed by any act or omission by the Customer, its agents, subcontractors, consultants, or employees or ii) if any payment remains due and outstanding for more than 14 days (a “Customer Default”) then (a) without limiting any other right or remedy, the Supplier may suspend performance of the Services until the Customer remedies such default, (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier’s failure or delay in performing any of its obligations, and (c) the Customer shall reimburse the Supplier on written demand for any costs or losses incurred by the Supplier arising directly or indirectly from the Customer Default.
- 5.3. If any materials required for the Services are supplied by the Customer in boxes not fit for purpose, the Supplier will be entitled to re-box into an appropriate archive container at a cost of £7.50 per box.
- 5.4. If the Customer fails to provide an electronic manifest for the contents of boxes sent for scanning that can be used to reconcile against physical files, the Supplier cannot be held responsible for queries resulting from files not present in the scanned output.
- 5.5. Authorisation for the use of Services is limited to those individuals who are employed or otherwise working for or with the Customer or any affiliate under common Control with the Customer. Any use by third parties, including but not limited to users employed by or working for companies that are affiliated with the Customer (and are not under common Control with the Customer), shall require a prior express written agreement with the Supplier.

**6. FEES AND PAYMENT**

- 6.1. The Fees for the Services shall be as agreed in the Order.
- 6.2. The Supplier may increase the Fees on an annual basis with effect from each anniversary of the Effective Date in line with the percentage increase in the Retail Prices Index (“RPI”) in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Effective Date.
- 6.3. If due to circumstances outside of Supplier’s control (including but not limited to an increase in the National Living Wage, or any change in tax or regulations), the cost of providing the Services,

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or an element thereof, increases at a rate greater than RPI, Supplier may request an exceptional increase to the Charges by giving not less than 4 (four) weeks' written notice setting out its reasons for the proposed increase. Customer may reject this increase by written notice within 2 (two) weeks of receipt of Supplier's request, and the parties shall then work together in good faith to agree reasonable alternative charges.

- 6.4. The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice in full and cleared funds to a UK bank account nominated in writing by the Supplier.
- 6.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time and the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT.
- 6.6. If the Customer fails to make a payment by the due date, then, without limiting the Supplier's remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at 4% a year above the Barclays Banks base rate from time to time.
- 6.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 6.8. The quotation is offered in good faith based on the volume and metrics provided by the Customer. In the Initial Term, should the actual volumes and/or metrics result in a lower sum than quoted the Supplier reserves the right to charge a minimum value equal to at least 75% of the original agreed quotation. Should volumes and/or metrics be reduced materially in any Renewal Term, Supplier reserves the right to review and adjust Fees following 30 days' notice in writing to the Customer.
- 6.9. The Supplier reserves the right to charge storage fees for any work completed for the Customer, in good faith, which cannot be returned or destroyed within 30 days due to delays attributable to the Customer, and unless instructed otherwise in writing by the Customer, it is deemed that the Customer instructs, and the Supplier agrees, to destroy any paper-based or physical records or documentation, and remove any digital copies of such work from Supplier's systems after 90 days, at Customer's cost.
- 6.10. Storage charges will be invoiced monthly in arrears, based on the following pricing:

Storage Type	Cost per month (30-90 days)	Cost per month (90+ days)
Physical	£0.50 per box*	£1.00 per box *
Digital	£0.50 per 1000 images	£0.50 per 1000 images

\*Fee is based on a standard Restore 1.4cu ft box, and Supplier reserves the right to charge on an equivalent cu ft basis for other box sizes. If longer term physical or digital storage is required, alternative options will be agreed in writing.

- 6.11. The Supplier reserves the right to charge for physical storage at the rates in 6.10 above for any work collected from the Customer in good faith, which cannot be processed due to delays attributable to the Customer.

**7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. All Intellectual Property Rights in or arising out of or in connection

with the Services (other than Intellectual Property Rights in any materials provided by the Customer and any electronic scans or copies thereof which shall belong to the Customer) shall be owned by the Supplier unless otherwise agreed in a Statement of Work.

- 7.2. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract solely for the purposes of providing the Services to the Customer.

**8. DATA PROTECTION**

- 8.1. For the purposes of this clause 8, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 8.2. Supplier and Customer agree that for the purposes of Applicable Data Protection Laws, to the extent processing of data is applicable to the Services in respect of Customer Personal Data, the Customer is the data controller and the Supplier is the processor.
- 8.3. Supplier and Customer will comply with all applicable requirements of Applicable Data Protection Laws. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 8.4. Without prejudice to the generality of clause 8.3, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Supplier and lawful collection of the same by Supplier for the duration and purposes of the Contract.
- 8.5. In relation to the Customer Personal Data, the scope, nature and purpose of processing by Supplier, the duration of the processing and the types of personal data and categories of data subject shall be as set out in the Data Processing Annex.
- 8.6. Without prejudice to the generality of clause 8.3, Supplier shall, in relation to Customer Personal Data:
  - 8.6.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in the Data Processing Annex unless Supplier is required by Applicable Laws to otherwise process that Customer Personal Data (Purpose). Where Supplier is relying on Applicable Laws as the basis for processing Customer Personal Data, Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. Supplier shall inform the Customer if, in the opinion of Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;
  - 8.6.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which are available on request and which the Customer acknowledges are appropriate for the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - 8.6.3. ensure that any personnel engaged and authorised by Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an

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appropriate statutory or common law obligation of confidentiality;

- 8.6.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.6.5. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- 8.6.6. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract unless Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 8.6.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Supplier; and
- 8.6.7. maintain records to demonstrate its compliance with this clause 8, and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

8.7. The Customer provides its prior, general authorisation for Supplier to:

- 8.7.1. appoint processors to process the Customer Personal Data, provided that Supplier:
  - 8.7.1.1. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Supplier in this clause 8;
  - 8.7.1.2. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Supplier; and
  - 8.7.1.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Supplier for any losses, damages, costs (including legal fees) and expenses suffered by Supplier in accommodating the objection.

8.8. transfer Customer Personal Data outside of the UK if required for the Purpose, provided that Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

**9. CONFIDENTIALITY**

9.1. Each party undertakes to keep confidential and use any such Confidential Information only to the extent required for the purposes of this Contract and shall not at any time

during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any Confidential Information, except as permitted by clause 9.2.

9.2. Each party may disclose the other party's Confidential Information:

- 9.2.1. 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 (and 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 9); and
- 9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. As used herein, Confidential Information does not include information which (and only to the extent that) the Receiving Party can establish through documentary evidence such information:

- 9.3.1. was rightfully received without restrictions from third parties who owe no obligations of confidentiality to the Disclosing Party with respect to such information;
- 9.3.2. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- 9.3.3. was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or
- 9.3.4. was already publicly known at the time of disclosure or subsequently becomes publicly known through no breach by the Receiving Party of its obligations under this clause.

9.4. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

9.5. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9.6. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

**10. LIMITATION OF LIABILITY**

10.1. Nothing in the Contract shall limit or exclude a party's liability for

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death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.

- 10.2. Subject to clause 10.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of damage to goodwill; and any indirect, special or consequential loss.
- 10.3. Subject to clauses 10.1 and 10.2 each party's total liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract in any calendar year shall be limited to 100% of the Fees paid by the Customer under the Contract in that calendar year.
- 10.4. During this Contract the Supplier shall maintain in force insurance policies with reputable insurance companies, against the types of risks that would normally be insured against by a prudent businessperson in connection with the risks associated with this Contract and produce to the Customer on demand full particulars of that insurance.
- 10.5. Unless the Customer notifies Supplier that it intends to make a claim in respect of an event within the notice period, Restore shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.6. 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 the Contract with immediate effect by giving written notice to the other party if:
  - 11.1.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
  - 11.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 11.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to continue all or a substantial part of its business; or
  - 11.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract is in jeopardy.

- 11.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any undisputed amount due under the Contract on the due date for payment (provided that the Supplier shall give the Customer no less than fourteen days' notice in writing of its intention to exercise this right, and such right shall lapse should the Customer pay the undisputed amount during the period of notice).
- 11.3. On termination of the Contract the Customer shall pay to the Supplier all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, all such invoices shall be payable by the Customer in accordance with clause 6.
- 11.4. 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.
- 11.5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**12. FORCE MAJEURE**

- 12.1. Provided it has complied with clause 12.2, if a Party is prevented, hindered, or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 12.2. The Affected Party shall:
  - 12.2.1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Contract; and
  - 12.2.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 12.3. If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the Party not affected by the Force Majeure Event may terminate this Contract by giving 14 days' written notice to the Affected Party.

**13. EXIT**

- 13.1. The following provisions shall apply on termination or expiry of the Contract for any reason.
- 13.2. In the event costs and liability for the use of third-party software, application, hardware, or license required for the delivery of Services to the Customer extend beyond the termination date the Customer shall be responsible for the respective charges associated with said use until such liability has been discharged.
- 13.3. The Customer shall be responsible for the reasonable costs of the Supplier implementing the Exit Plan. To the extent the Supplier allocates additional resources over and above the resources already allocated to provide the Services on an ongoing basis as is

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reasonably necessary for the purpose of implementing the Exit Plan, the Customer shall contribute an amount of £1050 per day for each Supplier employee the Supplier allocates (“Exit Fees”) together with payment for materials used (all of which Exit Fees and costs must be pre-approved by the Customer, in writing, approval not to be unreasonably withheld).

- 13.4. If at the end of the notice period full payment for additional resources required has not been made, return of any physical and electronic items to the Customer may be withheld until all undisputed outstanding charges are paid.

**14. GENERAL**

- 14.1. Neither party may assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under the Contract without the other party’s prior written consent (with such consent not to be unreasonably withheld or delayed), save that either party may assign the contract in whole to an affiliate under common Control with that party.
- 14.2. Unless agreed in writing by authorised representatives of each party, this Contract constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 14.3. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 14.4. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 14.5. 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 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.
- 14.6. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.
- 14.7. Any notice given to a party under or in connection with the Contract shall be in writing and delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business or to such email address notified by the other party (which in the case of Supplier must be sent to commercial@restoredigital.co.uk with a copy to legal@restoreplc.com). This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 14.8. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party and each party confirms it is acting on its own behalf and not for the benefit of any other

person.

- 14.9. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999, save that affiliates of the Customer under common Control with it shall have the right to enforce the terms of the Contract against the Supplier.
- 14.10. 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.
- 14.11. 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.

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