



PARTIES

- 1) **EAST ANGLIAN DATA RECOVERY SERVICES LIMITED** is a limited company incorporated in England (company number 07966542) with its registered address at The Attic 45a Birchfield Lane, Mulbarton, Norwich, NR14 8AA, England (“**EADR**” / “**we**” / “**us**”); and
- 2) You are a client who has engaged EADR to perform Assessment Services and/or the Services on your behalf (who shall include any agencies acting on behalf of an ‘end client’ (e.g. if you are a computer repair store, you will be our direct client) (the “**Client**” / “**you**”).

BACKGROUND

- A. These Terms & Conditions (“**Terms**”) shall apply to all enquiries, quotations, estimates, Assessment Services and instructions to proceed with the Services.
- B. In relation to our relationship with you prior to receiving your formal instruction to proceed with performing the Services on your Device, these Terms shall apply to the extent applicable for the Assessment Services.

1. Definitions and Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in these Terms:
 - Assessment Services:** any testing or assessment provided on your Device by EADR prior to EADR receiving your confirmation to proceed with the Services.
 - Client Content:** any data, information, content or materials (in any media) contained on any Device;
 - Data Protection Laws:** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the General Data Protection Regulation 2016/679 (GDPR) from 25 May 2018 and laws implementing or supplementing the GDPR, and any other applicable data protection and privacy laws and regulations.
 - Deliverables:** any Client Content recovered by EADR from a Device;
 - Device:** any desktop PCs, laptops, server / raid disks, removable media and/or solid state drives;
 - Fees:** any fees payable by you to EADR under these Terms, as agreed by the parties in writing (including in a quotation), or as stated herein;
 - Services:** the services to be provided by EADR to you under these Terms (excluding the Assessment Services). This can include data recovery Services in relation to: desktop PCs, laptops, server / raid disks, removable media and/or solid state drives; and
 - Website:** www.eadr.co.uk.
 - Working Days:** Monday to Friday, excluding bank and public holidays in England.
- 1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4. The terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5. A reference to ‘writing’ or ‘written’ includes faxes and email unless stated otherwise.

2. Engagement

- 2.1. These Terms shall:
 - 2.1.1. apply to and be incorporated into any Assessment Services and Services to be provided by EADR to the Client; and
 - 2.1.2. prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2. Where you confirm your instructions to proceed with the performance of the Services in relation to your Device, in consideration of payment to EADR of the Fees, the Client engages EADR under these Terms, and EADR agrees to provide the Services to the Client.
- 2.3. In the event that the Client wishes to incorporate any additional documentation or terms into this Agreement (“**Supplementary Terms**”), EADR may (but is not obliged to) agree to do so solely on the basis that the Client reimburses EADR for its legal review and negotiation costs. In such circumstances, both parties shall negotiate the Supplementary Terms in good faith, but for the avoidance of doubt, EADR's legal costs will be payable to EADR notwithstanding whether or not such Supplementary Terms are agreed to by the parties. Where agreement is reached, the parties shall document their agreement to the Supplementary Terms in writing. EADR shall provide the Client with reasonable evidence of the legal costs that it has incurred and these shall be reimbursed by the Client within a period of seven days from the date of EADR's invoice for such legal costs.

3. General

- 3.1. Our standard working hours are 8am to 6pm on Working Days. EADR will, by prior arrangement, provide the Services outside of these hours to meet the needs of individual cases. These cases will be carried out at an agreed enhanced rate.
- 3.2. Where you instruct us to proceed with the Services, EADR will work to the best of our professional and commercial abilities to recover as much data as possible from Client's media, within an agreed reasonable response time. EADR agrees to keep you informed of any delays to the agreed times, but will not be responsible for outside constraints, i.e. postal strikes, delays to parts deliveries, etc.
- 3.3. Effective communication between the parties is an integral part of our process. If the Client fails to respond to any communication with EADR within a period of seven days, we will treat this as your intention to suspend the Services and we will invoice for the full Fees in accordance with clause 5.5. Any property left with EADR will be disposed of, or recycled, after a period of 30 days from the date of EADR's initial communication that did not receive a response from the Client.
- 3.4. For the avoidance of doubt, time shall not be of the essence in relation to the performance of the Assessment Services or the Services under these Terms.

- 3.5. The Client hereby represents, warrants, and affirms that they are the owner or the authorised representative of the owner of the Device and all of the information and data stored on said Device. By asking EADR to enter into these Terms with you, you declare that the foregoing representations are true and correct.
- 3.6. You acknowledge that EADR has no control over the information, content or materials contained on any Device. Consequently, you agree to indemnify and keep EADR and its officers, employees, consultants and agents indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by EADR arising out of or in connection with any claim in relation to the Client Content:
 - 3.6.1. infringing a third party's Intellectual Property Rights;
 - 3.6.2. breaching privacy and Data Protection Laws;
 - 3.6.3. being inaccurate or incomplete; and/or
 - 3.6.4. being defamatory, offensive or illegal.
- 3.7. You acknowledge and agree that should any content contained on the Device be reasonably classed by EADR as:
 - 3.7.1. indecent, immoral or otherwise unlawful, we reserve the right to inform the relevant authorities without providing you with notice; or
 - 3.7.2. being subject to legal privilege, the Assessment Services and/or the Services shall be postponed until EADR has received confirmation from the relevant legal representative in relation to any further use of that content.

4. Shipping & Packing

- 4.1. EADR strongly recommends that you send your Device in to us at The Old Farm Office, Wood Farm, Deopham Road, Attleborough NR17 1AJ by (at the very minimum) Royal Mail Signed for, and preferably by Special Delivery as this is both a tracked and insured service. Please remember that this is the one and only copy of your precious data and as such should be treated with care.
- 4.2. If you are unable to get to a Post Office then EADR can arrange a collection for you using a National Courier. To use this service, you will be required to complete the 'Collection Request Form' on the Website and pay the delivery fees to us in advance. However, this is a 'no frills', next Working Day service and as such offers tracking facilities only and no enhanced insurance. EADR can therefore accept no liability should your Device be lost or damaged in transit. We recommend that you obtain your own insurance for transportation of the Device if the Customer Content on the Device is particularly important or sensitive.
- 4.3. We will always send the Deliverables back to you by a tracked service, usually Royal Mail Special Delivery, if it is below 2kg in weight. Any Device over this weight will be sent back by courier.
- 4.4. It is your responsibility to ensure that the Device being sent in for recovery is packaged securely and correctly. The best way to do this is to wrap your item in plenty of bubble wrap (a good 2" layer all round) and place it in a small, suitably sized cardboard box for a snug fit. The object is to avoid the Device moving about in transit. The cardboard box should be plain and unmarked, apart from our address details. If you do use a recycled box, then any writing, address labels, bar codes or logos must be completely obscured with packing tape or permanent marker pen. Finally, please ensure that you have filled in and enclosed one of our shipping forms (available on our Website). If you do not have access to a printer then we will require an absolute minimum of your name, address and contact details on a sheet of paper inside the box. We cannot accept responsibility for packages received without this basic information included and this may cause delays in providing the Assessment Services and/or the Services.

5. Before Commencement of Recovery

- 5.1. Please note that for all non-physical successful recoveries of Customer Content completed, our minimum charges as per our Website will apply (as updated from time to time).
- 5.2. After diagnosis of your Device, should you decide not to proceed with our recovery plan quotation; a return postage fee of up to £25 plus VAT will apply. This fee is payable before we can send the Device back to you.
- 5.3. EADR will provide a quotation in writing or via email detailing the work required to recover the Customer Content. It is your responsibility to respond to the written quotation and confirm this by email prior to the commencement of the Services. We will not proceed with the Services until such approval is received.
- 5.4. PLEASE NOTE: If you do not wish for us to proceed with the Services and do not pay the return postage fees within 30 days of us providing you with a our Fee quotation, we reserve the right to dispose of or recycle the Device with no liability to you or any third party.
- 5.5. We reserve the right to charge the Client for any Services carried out and/or parts used should the Client decide to stop the recovery after giving us written confirmation to proceed with the Services.

6. Payment

- 6.1. Payment of the Fees is due immediately in full upon completion of the data recovery Services process. EADR will not release any Deliverables back to the Client until such payment is received in cleared funds.
- 6.2. Where agreed in writing with EADR, payments may be split over three monthly instalments. This shall be on an interest free basis and there are no penalties for early repayment. Upon all instalments being paid in full, the Deliverables will be provided to you. If you fail to make any instalment, we will have no obligation to refund any previous instalments or to provide you with the Deliverables.
- 6.3. Our preferred method of payment collection is by direct instant bank transfer and our account details will be provided upon final invoice. We are also happy to process payment by valid credit/debit card (but not American Express). We can accommodate cheque payments, but please note, we are unable to dispatch the Deliverables back to you until payment has cleared, which is generally 5 Working Days.
- 6.4. Please note that payment of our invoice is due immediately in full upon completion by the Client and we cannot accept any delays due to a third party.
- 6.5. EADR reserves the right to charge a late payment fee and interest on any invoice which remains unpaid after the specified payment date. The current fee for late payment is £40 for fees under £1,000 and the interest rate is 1.5% per calendar month for any Fees that are overdue.
- 6.6. EADR states that all amounts specified are exclusive of VAT, currently at 20%.

7. Confidentiality

- 7.1. EADR carries out all Assessment Services and the Services in-house and therefore all Client data is handled by EADR staff alone. We agree not to disclose any information from the Device recovered by us to any other party (except to employees, independent contractors, solicitors, or agents of EADR and subject to confidentiality agreements being in place). We will use reasonable endeavours to ensure that all Client data is stored securely at our premises and upon recovery, is stored on secure servers.
- 7.2. EADR will not examine any of the file content supplied to it for recovery purposes. We accept no liability for the integrity or corruption of the data recovered.
- 7.3. Nothing in these Terms will prevent EADR from using or disclosing any confidential information which is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Client is given as much prior written notice as possible of such request.

8. Data Protection

- 8.1. EADR warrants that it will provide the Assessment Services and/or the Services and process the Deliverables as a 'data processor' in accordance with the applicable Data Protection Laws. Where we perform the Assessment Services and/or the Services, the Client acknowledges that EADR may have access to and process Personal Data which is stored on the Device (e.g. for integrity checks).
- 8.2. We will also store your name, email address, telephone number and job description in our CRM platform as well as any other details from enquiry forms, referrals or collection requests received from you.
- 8.3. Please note that EADR and its employees are required by law to provide a 'Duty of Care' to its clients and as such are unable to discuss your case or release any information about your case to any third party under the applicable Data Protection Laws, unless required to by law. We will also require express permission in writing or indeed a power of attorney if a third party is to discuss or collect your Device on your behalf.
- 8.4. **General Obligations.** Each party will ensure that in the performance of its obligations under these Terms it will at all times comply with all applicable Data Protection Laws.
- 8.5. **Data Specification.** The Client must provide EADR with a document setting out the (a) subject matter and duration of any processing to be undertaken by EADR; (b) the nature and purpose of the processing; and (c) the type of Personal Data and the categories of data subject relevant to these Terms.
- 8.6. **Data Controller.** The Client acknowledges and agrees that it will be the Data Controller under these Terms and that it will be responsible for adequately addressing the use of cookies and data protection obligations in its data protection notices, policies and/or terms & conditions. As EADR does not have any control over the Client's data protection notices, policies and/or terms & conditions, the Client will indemnify and keep EADR and its Affiliates indemnified against all losses, costs, and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by EADR arising out of or in connection with any claim in respect of: (a) a breach of clause 8.4, 8.5 and/or 8.6; and (b) the consent of data subjects for the exportation of any Personal Data outside of the European Economic Area by EADR under clause 8.9.
- 8.7. **Data Processor.** EADR acknowledges and agrees that it will be the Data Processor under these Terms and that it shall: (a) keep all Personal Data it receives, stores and collects from the Client strictly confidential (pursuant to clause 7 (Confidentiality)), and not disclose any Personal Data to third parties; (b) not use the Personal Data for any purpose other than to perform its obligations under these Terms; (c) ensure that all Personal Data it receives, stores and collects from the Client is processed in accordance with these Terms or as otherwise instructed in writing from time to time by the Client and EADR shall not process the Personal Data for any other purpose, unless required by law to which EADR is subject, in which case EADR shall to the extent permitted by law inform the Client of that legal requirement prior to responding to the request; (d) promptly carry out any written request requiring EADR to amend, transfer or delete the Personal Data or any part of the Personal Data made by the Client during these Terms; and (e) notify the Client without undue delay or in any case within 48 hours upon EADR or any sub-processor becoming aware of a breach affecting Personal data and at this time providing the Client with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws.
- 8.8. **Assistance.** EADR agrees to assist the Client with all subject access requests which may be received from an end client in a prompt timeframe (at the Client's cost) and ensure that appropriate technical and organisational measures are in place to enable the Client to meet its obligations to those requesting access to Personal Data held by EADR. Upon request, EADR shall provide you with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this clause 8. EADR shall assist the Client in relation to any data impact assessments and/or any prior consultation with the relevant data protection authority, provided that EADR shall be entitled to charge a reasonable fee for such assistance.
- 8.9. **Data Transfers.** EADR agrees not to transmit any Personal Data to a country or territory outside the European Economic Area without the Client's prior written consent, provided that such consent is hereby deemed provided where the Personal Data is subject to an adequate level of protection in accordance with Data Protection Laws.
- 8.10. **Return of Data.** Upon the termination or expiry of these Terms for any reason, EADR shall return all Personal Data to the Client as requested by the Client in writing, provided that this shall not prevent EADR from retaining a copy to meet its legal or regulatory obligations.
- 8.11. **Safeguards.** Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purpose of processing as well as the varying risks to rights and freedoms of natural persons, the parties warrant that for the duration of these Terms they will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Personal Data and other records and information of the end-customers or employees and to protect against anticipated threats or hazards to the integrity of such information and records.

9. Data Recovery

- 9.1. Commencement of the Services will only occur after written confirmation of our quotation has been received from you.
- 9.2. EADR may be required to carry out physical or forensic work to Client's hard drives. The Client must accept that their Device has already suffered significant damage prior to engaging our Assessment Services or Services and that our efforts to recover the lost data could result in further damage. EADR will not be held responsible for this or any other type of damage incurred as a result of the Assessment Services or the Services. It is also our duty of care to point out that any physical work carried out on your Device may void any current warranties in place.

- 9.3. Following completion of the Services, EADR will provide the Client with a full listing of all recovered Deliverables from the Device provided, however, the Client must be aware that it is not always possible to recover all Customer Content due to the damage sustained. EADR will endeavour to recover 100% of Client's data, but is unable to guarantee this in every case.
- 9.4. EADR reserves the right to charge additional Fees to the Client in the unlikely event that damage to the Device is more significant than originally diagnosed. The Client may decline to proceed (or may fail to communicate either way (in which case clause 3.3 shall apply), however, EADR reserves the right to charge the Client for all parts ordered up to and including that stage of the Services, prior to the Client suspending the recovery process.
- 9.5. Subject to clause 3.3, other than the Fees for any parts purchased in the provision of the Services (which shall be payable by the Client upon request), EADR will only charge the Fees to the Client in the event that we are successful in recovering the Deliverables from the Client's Device. We cannot, however, be responsible for the completeness or integrity of the data recovered, unless previously agreed. The Client understands that data recovery cannot be guaranteed.

10. Limitation of Liability

- 10.1. This clause sets out the liability of each party under these Terms.
- 10.2. Subject to clause 10.3, in no event will EADR or any contractor, employee or agent of EADR be liable for any: loss of revenue; loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information; or any special, incidental, indirect, or consequential damages or pure economic loss, costs, damages, charges, however caused, in connection with these Terms or any Assessment Services or the Services provided by EADR or its agents, contractors, or employees, even if EADR has been advised of the possibility of damage or loss to persons or property.
- 10.3. Nothing in these Terms limits or excludes the liability of either party for death or personal injury which results from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 10.4. It is acknowledged and agreed that the Assessment Services are provided on a free of charge basis without any warranties or representations. Consequently, subject to clause 10.3, EADR shall have no liability of any kind to the Client (in contract and tort including negligence or breach of statutory duty) with respect to the Assessment Services, including any negligence on its part.
- 10.5. Subject to clause 10.3, EADR's total liability of any kind to the Client (in contract and tort including negligence or breach of statutory duty) with respect to the Services, including any negligence on its part, shall be limited to the Fees paid or payable for the Services giving rise to such liability.
- 10.6. Subject to clause 10.3, EADR agrees that the sole and exclusive remedy for unsatisfactory work or data pursuant to the Services shall be, at EADR's discretion, either
 - 10.6.1. additional attempts by EADR to recover satisfactory data from the applicable Device; or
 - 10.6.2. a refund of the amount of Fees paid by the Client in respect of the applicable Device.
- 10.7. The parties acknowledge that the price of the Services would be much greater if EADR undertook more extensive liability or promised additional remedies.
- 10.8. The Client is aware of the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the Device or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of EADR, and the Client assumes any and all known risks of injury and property damage that may result as a consequence of the Assessment Services or the Services.

11. Completion of Services

- 11.1. Upon completion of the data recovery Services process, EADR will return the Deliverables to the Client on agreed suitable media. The cost of this media is in addition to the charges in our quotation for the data recovery, unless specified at the time of engagement of our Services. EADR will provide, at cost price only, media on an equivalent basis to the damaged Device. The Client may also provide us with suitable media at the time of engagement of our Services, however, EADR is not responsible for the integrity or compatibility of such media.
- 11.2. Upon completion of the Services, EADR will return the Deliverables by a traceable, next Working Day service. This is usually via Royal Mail but other services may be used, such as a named courier, e.g. DHL, UPS, Parcelforce etc. We reserve the right to charge additional Fees to the Client for an enhanced service, e.g. same day delivery. We have no responsibility for delays encountered as a result of the postal network, nor are we responsible for loss of profits or inconvenience caused by such delays under any circumstances unless previously agreed. Any property left with EADR unclaimed for 30 days, will be disposed or recycled. At which time, EADR shall have no liability to the Client or any third party.
- 11.3. It is the responsibility of the Client to inspect the Deliverables within 5 Working Days of its receipt, during which time we will answer any questions arising. If any remedial work is required, this is at the discretion of EADR. In the event that we are unsuccessful in resolving any queries at this time, the Client may request a full or partial refund of any Fees made, which will again be paid at the sole discretion of EADR.
- 11.4. EADR will retain a copy of the Client's Deliverables on our system for a period of one month, after which time this will be securely erased. We will also retain the Client's original Device, which will be disposed of securely, ecologically and confidentially, unless the Client specifies that they wish this to be returned to them. The Client is then responsible for the additional postage/packing Fee involved in this instance.
- 11.5. We encrypt the Deliverables when transporting them back to you. However, if you notify us that you do not want the Deliverables to be encrypted in this manner, you will be solely responsible for any third party access or unauthorised access to the Deliverables due to the increased risk to the data.
- 11.6. With your prior consent, we may transfer Deliverables consisting of large data files to you via a file sharing site such as Dropbox.
- 11.7. The only liability EADR has to the Client is limited to the extent of our data recovery Services; we do not offer any warranties or guarantees in relation to the return of the Device or transfer media provided.
- 11.8. EADR shall not be liable as a result of these Terms or the performance of any data recovery Services or evaluation of the possibility of providing data recovery Services, for any claims regarding the physical functioning of equipment or media or the condition or existence of data on storage media supplied before, during or after service.

12. Cancellation

- 12.1. This clause shall only apply where you are a consumer and not acting in the course of business.

12.2. You are entitled to cancel any Services within 14 days from the day on which you instructed us to provide the Services (“**Cancellation Period**”).

12.3. To exercise the right to cancel, you must inform us of your decision to cancel the order by a clear statement (e.g. by a letter sent by post or by email). You may use the example model cancellation form below, but it is not obligatory.

12.4. Model Cancellation Form:

To: **EAST ANGLIAN DATA RECOVERY SERVICES LIMITED**, of The Old Farm Office, Wood Farm, Deopham Road, Attleborough NR17 1AJ, England. Email: info@eadr.co.uk.

I hereby give notice that I cancel my contract of sale of the following Services:

Ordered on:

Name of Client:

Address of Client:

Signature of Client (only if sent by paper):

Date:

12.5. If you wish to provide us with your Device within the Cancellation Period, you will need to provide us with your express written confirmation (which may be sent by email) before EADR can provide the Services to you. **Please note that by booking the Services within the Cancellation Period, you will be deemed to be waiving your right to cancel the Services.**

12.6. Where the right to cancel applies, we will cease all Services and invoice you for a pro rata amount for the Services and any parts provided by us prior to receiving your notice of cancellation (even if no data has been recovered at that time).

13. Force Majeure

Neither party shall be liable for any failure to perform its obligations under these Terms if such failure results from circumstances which could not reasonably be contemplated at the time of entering into these Terms and which are beyond the parties’ reasonable control (including, without limitation, acts of God, strikes, lock-outs or other industrial disputes (involving the workforce of EADR), failure of a utility service or transport network, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors). If a force majeure event continues for a period of 30 days or more, either party may terminate these Terms immediately by providing the other party with written notice.

14. Miscellaneous

14.1. These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these Terms 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 these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

14.2. It may be necessary for us to update these Terms and its terms from time to time. If you continue to use the Assessment Services and/or the Services after we have informed you of any amendments or additional terms to these Terms, you will be deemed to have accepted these changes and they will be incorporated into these Terms.

14.3. Subject to clause 14.2, no variation of these Terms will be effective unless it is in writing and signed by both parties.

14.4. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

14.5. You shall not, without the prior written consent of EADR, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms. EADR may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

14.6. All notices must be in writing and will be deemed given when mailed by registered or certified mail, return receipt requested, to the other party’s address. Serving notice by email or fax will not be accepted as an effective method of providing notice of a claim under these Terms.

14.7. No one other than a party to these Terms, their successors and permitted assignees, shall have any right to enforce any of its terms.

14.8. Nothing in these Terms is intended to, or will be deemed to establish any partnership or joint venture between the parties, make a party the agent of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party.

14.9. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

14.10. These Terms are governed by English law and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.