

**Dated**

**AMENDMENT & RESTATEMENT AGREEMENT**

**[Party A]**

**[Party B]**



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**AMENDMENT & RESTATEMENT AGREEMENT**

**DATED**

**Between:**

- 1. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (**Party A**); and
- 2. [FULL C company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (**Party B**).

**INTRODUCTION**

- A. This Ag AGREEM AL e **Original** Agreeer
- B. The Par AGREEM out in this Agreeer

**AGREED TERM**

**1 Interpret**

1.1 Terms of (the "Agreement") shall have the same effect as if they were set out in this Agreement.

1.2 In this Agreement, the terms defined in the Schedule shall have the same meaning as in the Schedule. The parties agree with its terms.

**Amend** and **restated** and

**Effecti**

**Parties** included in this Agreement are **Party A** and **Party B**, and the parties agree with its terms.

1.3 The pro CONTAINING the terms of this Agreement shall be the Original Agreement. The parties agree with its terms.

**2 Amend**

With effect from the date of this Agreement, the terms of the Original Agreement shall be amended and restated as follows:

**3 No Waiver**

Save as provided otherwise in this Agreement, the Original Agreement remains in full force and effect and nothing in this Agreement shall:

- (a) constitute a waiver of any provision of the Original Agreement or of any default under the Original Agreement which is existing at the date of this Agreement; or
- (b) prejudice or affect a Party's rights or remedies under the Original Agreement.

**4 Costs**

Each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of this Agreement.

**5 Third party rights**

This Agreement is made for the benefit of the Parties and is not intended to benefit, or be enforceable by, anyone else (including under the Contracts (Rights of Third Parties) Act 1999).

**6 Counterparts**

This Agreement is made in counterparts and each of which shall be deemed to be an original and all of which together shall be deemed to constitute the same agreement as if each of them were a single original.

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**7 Governing Law**

7.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

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7.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.

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**Schedule 1 – Amended and Restated Agreement**

[INCLUDE FINAL FORM OF AMENDED AND RESTATED AGREEMENT]



**[NAME OF PARTY A]**

Signed by )  
duly authorised for and on behalf of )  
[NAME OF PARTY A] )

\_\_\_\_\_  
Director

**[NAME OF PARTY B]**

Signed by  
duly authorised  
[NAME OF PARTY B]

