

**Consent under section 72(3C) of the Enterprise Act 2002 to certain actions for the purposes of the Initial Enforcement Order made by the Competition and Markets Authority ('CMA') on 1 May 2018**

**Completed acquisition by Restore plc of certain businesses of TNT UK Limited**

We refer to your email dated 26 June 2018 requesting that the CMA consents to a derogation to the Initial Enforcement Order of 1 May 2018 (the 'Initial Order'). The terms defined in the Initial Order have the same meaning in this letter.

Under the Initial Order, save for written consent by the CMA, Restore plc is required to hold separate the Restore business from the acquired parts of the TNT UK Limited business (which currently trades under the name Business Solutions (Restore) ('BSR')) and refrain from taking any action which might prejudice a reference under section 22 of the Act or impede the taking of any remedial action following such a reference. After due consideration of your request for a derogation from the Initial Order, based on the information received from you and in the particular circumstances of this case, Restore and BSR may carry out the following actions, in respect of the specific paragraphs:

**Paragraph 5(h) of the IEO**

The CMA understands that, between signing and completion of the Transaction, Restore entered into a contract with [X] for the short-term storage of student possessions (the '[X] Contract') and at the time of entering into the [X] Contract had the intention of storing the possessions at the BSR [X] site.

The CMA consents to BSR servicing the [X] Contract at its [X] site on the following basis:

- a) contact between Restore and BSR is limited to communications between the BSR [X] Site Manager and the Restore Account Manager solely for the purpose of coordinating deliveries and collections in order to perform the [X] Contract;
- b) Non-Disclosure Agreements are entered into by these employees prior to the initiation of the [X] Contract to prevent the flow of confidential or commercially sensitive information to other individuals at Restore and BSR and to limit the content of any communications to the purpose set out at paragraph (a) above; and
- c) Restore shall take reasonable steps to novate, assign or otherwise transfer the [X] Contract to the BSR business in the event that the Transaction is prohibited

by the CMA or Restore offers (or is required) to divest all or part of the BSR business to secure clearance from the CMA.