

NEW LOOK

INFLUENCER TERMS AND CONDITIONS

1. TERMS
These Influencer Terms and Conditions ("Terms") together with the Purchase Order and Brief form our Agreement with you.
2. DEFINITIONS
In these Terms, in addition to the definitions used in the Brief, we use the following definitions:
"Brief" – the separate document provided to you detailing the Services, the Fee and incorporating these Terms;
"Image" - in relation to any person, their name, likeness (irrespective of how this is recorded, for example, photo or film) or voice.
"Material" - any materials (e.g. any photo, film or video, musical work or sound recording, graphic work, literary work regardless of medium or format) created or provided by you in the course of providing the Services to us including (a) materials that are commissioned by us and created by you ("Commissioned Materials") and/or (b) materials that you have previously created and are provided by you to us ("Existing Materials") and/or (c) materials that have been or are created by a third party provided by you to us ("Third Party Materials"). This includes any such material or information which is posted or otherwise communicated to the public by you, including via any blog, or on social media.
3. TERM
This Agreement will be treated as commencing on the Effective Date set out in the Brief and will last for the period specified in the Brief.
4. SERVICES
 - 4.1 You will provide the Services for the benefit of New Look in order to promote the Product in the Campaign (the "**Purpose**").
 - 4.2 You will provide the Services in accordance with the Brief and these Terms.
 - 4.3 You will ensure that all Materials shall: (a) not feature or refer to any brand names, logos, emblems or products that do not belong to New Look; (b) not include anything that might reasonably be considered offensive, indecent or unlawful or that might reasonably be considered to bring New Look into disrepute; and (c) comply with all applicable laws and advertising regulations, and be communicated to the public in a way which is transparent and makes clear to users that you have a commercial relationship with New Look.
 - 4.4 **You will familiarise yourself and comply with the relevant Advertising Standards Authority guidance on blogging and vlogging and make sure that you comply with it in the course of providing the Services. In particular, you should comply with the Committee of Advertising Practice's Influencer's Guide (<https://www.asa.org.uk/resource/influencers-guide.html>) and ensure that #ad is prominently displayed at the beginning of posts where applicable.**
5. USE OF YOUR IMAGE AND MATERIAL
 - 5.1 You hereby irrevocably grant to us your consent to make the fullest use of the Material (and any extracts from the Material) and your Image in accordance with the usage rights set out in the Brief.
 - 5.2 The parties will agree the final form of any Materials used by New Look including any edits, copies, additions, removals, translations, amendments and adaptations of the Materials, both parties acting reasonably.
 - 5.3 You acknowledge and agree that New Look cannot control the way in which the Materials, once communicated to the public, are used or reported, and shall not be expected to do so.
 - 5.4 You will comply with all reasonable requests from us in relation to the making or production of any (including but not limited to wearing our clothing whilst providing the Services).
 - 5.5 You acknowledge that time is of the essence for the performance of the Services. In the event of delay, cancellation or postponement, due to circumstances other than force majeure you shall only be entitled to payment on a pro rata basis for the Services successfully completed.
 - 5.6 For the avoidance of doubt, the intellectual property rights in any content that is created by New Look, or a third party engaged by New Look, as part of the Services, during photoshoots or otherwise, will be wholly owned by New Look.
6. FEES AND PAYMENT
 - 6.1 In consideration for the provision of the Services we shall pay you the Fee in accordance with this clause 6.
 - 6.2 The Fee will be due as set out in the Brief. If the Brief does not set out when the Fee is due, it shall be payable in arrears upon completion of the Services.
 - 6.3 You shall invoice us for the Fee (or any part of it) as the Fee (or part) becomes due. We will pay your invoices within 60 days from the end of the month to which the invoice is received provided always that New Look receives a valid and proper VAT invoice in the correct format (such format to be agreed with New Look) clearly stating the relevant New Look Purchase Order number.
 - 6.4 In addition to the Fee, and subject to the prior approval in writing by New Look we will pay for your reasonable expenses incurred in providing the Services, including travel and accommodation costs provided that all such costs are substantiated by reasonable evidence.
 - 6.5 Except as otherwise expressly set out in this Agreement the sums payable under this Agreement shall be inclusive of all fees including without limitation usage fees, repeat and re-use fees, any relevant personal taxes, goods or service taxes, pension, equity or other performers guild fees or contributions, national insurance or social security contributions and any other monies but excluding VAT which might become due or payable by you in the UK or any equivalent payment that might become due anywhere else in the world.
7. WARRANTIES
You warrant that: (a) you are not subject to any prior or existing contractual or other obligation or commitment that prevents, restricts, limits, conflicts with or in any way affects your capacity to: (i) enter into this Agreement; (ii) provide the Services; or (iii) grant any rights or perform any obligations under this Agreement; (b) the use by New Look of your Image and the Materials in accordance with this Agreement shall not infringe the intellectual property rights or any other rights of any third party; (c) you will provide the Services: (i) with reasonable care and skill; (ii) in a competent and professional manner;; (d) you will comply with New Look's policies on ethics, modern slavery, anti-bribery and anti-corruption as may be amended from time to time; (e) you are eighteen years of age or older and if required to do so by us, agree to provide us with evidence to confirm the same; (g) the Material will not contain any defamatory matter nor breach any contract, law or duty of confidentiality, provided that we shall not be entitled to bring any claim against you in respect of any material provided by us unless it was included as a result of your malice.

8. STATUS AND AUTHORITY
- 8.1 You will be engaged as an independent contractor to New Look under this Agreement, and nothing in this Agreement will create, or will be deemed to create, the relationship of employer and employee, agent and principal or partnership between you and us.
- 8.2 You acknowledge and agree that you have the status of a self-employed person and are exclusively responsible for the payment of NICs and for the discharge of any income tax liability and value added tax payable in respect of the Fee.
- 8.3 You acknowledge and agree that you are not entitled to certain rights which are afforded to employees including but not limited to sick pay, holiday pay and parental leave or, on the termination of this Agreement, a redundancy payment.
- 8.4 You will promptly inform New Look of any change during the term of this Agreement to any information or documentation previously provided in connection with your status as a self-employed person and shall also promptly provide any other information or documentation that you consider (or ought reasonably to consider) to be materially relevant to determining your status in accordance with this clause.
9. RESTRICTIONS
- 9.1 You shall not during the Term (a) publish or cause to be published by way of comment or otherwise anything derogatory about New Look, the Campaign or the Products; (b) behave in any manner which may reasonably be considered prejudicial to New Look or either of our legitimate interests, or to bring New Look into disrepute, such that New Look (acting reasonably) would no longer wish to continue its association with you.
- 9.2 Except as otherwise specified in Brief, you shall not during the Term remove or take down or cause to be removed or taken down, any Material posted online or on social media or otherwise communicated to the public.
10. CONFIDENTIALITY AND DATA PROTECTION
- 10.1 You shall keep confidential any confidential information which New Look supply to you in connection with this Agreement and New Look shall do the same in relation to any confidential information which you supply to New Look. Confidential information will include the terms of this Agreement and all information marked as being confidential and any other information which ought reasonably to be assumed to be confidential. The obligations as to confidentiality in this Agreement will not apply to any information which: (a) is available to the public other than because of any breach of this Agreement; (b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (c) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (d) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure. For the purposes of the Data Protection Act 2018 ('the DPA'), as amended, you agree and consent to New Look holding and processing personal data relating to you in any form, whether electronically or otherwise, provided that New Look complies at all times with all applicable data protection laws and best practices.
- 10.2 The Talent is not authorised to process any personal data (as defined by the DPA) on behalf of New Look without express written permission and is not appointed as a data processor on behalf of New Look for the purposes of the DPA.
11. ANTI-BRIBERY AND MODERN SLAVERY
- 11.1 It shall be a condition of this Agreement that, each party have and shall at times (including during pre-contract negotiations) comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to, the terms of the Bribery Act 2010. Neither party shall do any act, or omit to do anything which would cause the other party to commit an offence under the Bribery Act 2010.
- 11.2 You will comply with all applicable laws, regulations, codes and sanctions relating to modern slavery, forced labour and human trafficking including the Modern Slavery Act 2015 and not do anything which would constitute an offence under the Modern Slavery Act 2015 if it had been done in the UK and you shall notify New Look immediately in writing if you becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of your obligations under this clause.
12. ANTI-TAX EVASION FACILITATION
- 12.1 You will not engage in any activity, practice or conduct which would constitute either a UK Tax Evasion Offence or a Foreign Tax Evasion Offence under the Criminal Finance Act 2017.
- 12.2 You will comply with New Look's Tax Evasion - prevention policy as may be amended from time to time and not do, or omit to do, anything that will cause New Look to be in breach of the policy.
13. TERMINATION
- 13.1 Either party may terminate this Agreement by giving not less than one month's notice to the other party.
- 13.2 Either party may terminate this Agreement immediately by notice to the other party if: (a) the other party commits a material breach of any term of this Agreement and it is not possible to remedy that breach; or (b) the other party commits a material breach of any term of this Agreement concerned and it is possible to remedy that breach, but the other party fails to do so within 48 hours days of being asked to do so. This clause 13.2 shall not apply to any non-payment by us, which shall be governed by clause 13.3 (so that you may only terminate this Agreement due to non-payment by us in accordance with clause 13.3).
- 13.3 You may terminate this Agreement immediately by notice to us if: (a) we have failed to pay any sum due under this Agreement by the date on which it is supposed to have been paid in accordance with this Agreement; (b) you have notified us that the sum is overdue and that, if it remains unpaid for a further 30 days, you intend to terminate this Agreement; and (c) the sum has remained unpaid for a further period of 30 days following the date of the notice from you under clause (b) above.
- 13.4 We may terminate this Agreement immediately in the event of any breach of Clause 9, if you are the subject of any adverse publicity as a result of which New Look reasonably consider (in our or its sole discretion) that the continued association with you may cause damage to New Look's reputation or if you fail, refuse or neglect to perform any of your obligations under this Agreement or are otherwise in breach of any material obligation, undertaking or warranty in this Agreement .
- 13.5 Unless notified to you by us, both parties agree and acknowledge that this Agreement will automatically terminate, without notice, in the event that no Services have been ongoing for a consecutive period of 15 months.
- 13.6 Termination of this Agreement will not affect any accrued rights or liabilities which either party may have by the time termination takes effect. New Look shall remain entitled to all rights granted or assigned to it under this Agreement.
- 13.7 You must not at any time after the termination of this Agreement represent yourself as being interested in or employed or engaged by or in any way connected with New Look.
14. INDEMNITIES & INSURANCE
- 14.1 You will indemnify New Look against any loss (including reasonable legal fees) or damage suffered or incurred by New Look as a result of (a) any claim arising out of or in connection with your breach of this Agreement, (b) any income tax, NICs, interest and/or penalties arising in respect of the Fee for which New Look may be called upon to account for to HMRC and the disallowance of any VAT charged in respect of the Services as allowable input tax for New Look or (c) any claim by you in respect of any purported employment rights.

- 14.2 You must maintain throughout the Term appropriate and adequate public liability insurance and you must provide New Look with a copy certificate of such insurance on request.
15. OTHER TERMS
- 15.1 You may not assign or sub-contract any of your rights or obligations under this Agreement without our consent.
- 15.2 Neither party will be liable to the other for any breach of this Agreement which arises because of any circumstances which that party cannot reasonably be expected to control.
- 15.3 You acknowledge that in the event of any breach of any of the terms of this Agreement by New Look, your sole remedy shall be an action at law for damages and in no event shall you be entitled to rescind this Agreement or receive any injunctive or other equitable relief which may affect New Look's ability to exploit the Material or the Services. In no event shall the liability of New Look under or in connection with this Agreement exceed the Fee.
- 15.4 We shall not be liable for (a) any claim for loss of publicity or opportunity to enhance your reputation even if we delay or abandon production or exploitation of the Content or the use of your performance or cancel any Promotional Services; or (b) any consequential, indirect or special loss or damage.
- 15.5 All notices and consents relating to this Agreement must be in writing. All variations to this Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 15.6 This Agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. No other representations or terms shall apply or form part of this Agreement.
- 15.7 This Agreement is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this Agreement.