

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES IN STUDIO

These Conditions apply to service providers providing services to support the New Look Studio and Shoot Production teams on an ad hoc basis, including but not limited to Photographers, Hair and Make-up Artists, Stylists, Copywriters and other Studio Support service providers required for a specific shoot, who are engaged pursuant to a Purchase Order that expressly incorporates these Conditions by reference.

1 Definitions and Interpretation

1.1 In this Contract:

- Business Day** means any day other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in England or the country to which a notice is sent under Condition 20;
- Commencement Date** means the date set out in the Purchase Order or as otherwise agreed in writing between the parties;
- Confidential Information** means:
- (a) financial information relating to New Look or any Group Company including (but not limited to) management accounts, sales forecasts, dividend forecasts, profit and loss accounts and balance sheets, draft accounts, results, order schedules, profit margins, pricing strategies and other information regarding the performance or future performance of New Look or any Group Company;
 - (b) supplier or customer lists and contact lists, details of the terms of business with, the fees and commissions charged to or by and the requirements of suppliers or customers, prospective suppliers or customers and other contractors of New Look or any Group Company;
 - (c) any information relating to expansion plans, business strategy, marketing plans and presentations, brand development, tenders, projects, joint ventures or acquisitions and developments contemplated, offered or undertaken by New Look or any Group Company;
 - (d) details of the consultants, employees, officers and workers of New Look or any Group Company their skills and capabilities and of the remuneration and benefits paid to them; and
 - (e) any information which the Service Provider ought reasonably to know is confidential and any information which has been given to New Look or any Group Company in confidence by agents, buyers, consultants, consultants, suppliers or others;
- Contract** means the Purchase Order, which incorporates these Conditions;
- Group Company** means any associated company (within the meaning ascribed to it in section 449 Corporation Tax Act 2010) of New Look;
- Intellectual Property Rights** means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

New Look	means New Look Retailers Limited (01618428) (Company Number 1618428) whose registered office is at New Look House, Mercery Road, Dorset, DT3 5HJ (“New Look” or “Customer”);
Party/Parties	means each or together, the Service Provider and New Look;
Purchase Order	means New Look’s written instruction to supply the Services, which shall incorporate and be subject to these Conditions;
Services	means the services described in the Purchase Order submitted by New Look on the agreement of the parties
Service Provider	means the service provider defined in the Purchase Order;
Term	means the term as described in Condition 2.1;
Works	means all information, methods, techniques, inventions, processes, reports, drawings, domain names, plans, research, know-how, systems, software, confidential information, creative works, concepts or other works or material produced, developed or discovered by the Service Provider (either alone or with others) relating to the business of New Look or any Group Company or pertaining to or resulting from or suggested by the work the Service Provider undertakes for New Look or any Group Company during the Term of this Contract.

2 Duration and Application of Conditions

- 2.1 Unless otherwise agreed by both parties in writing, the parties shall be bound by the Conditions in this Contract, and these Conditions and Purchase Order shall form the entire agreement between the parties in relation to the subject matter contained herein.
- 2.2 Each Purchase Order for Services shall be an offer by New Look to engage Services subject to these Conditions and no Purchase Order shall be deemed accepted until the Service Provider either expressly, by giving notice of acceptance, or impliedly, by fulfilling the Purchase Order in whole or in part.
- 2.3 These Conditions apply to the exclusion of any other conditions that the Service Provider seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 The Contract will commence on the Commencement Date and will continue (unless terminated earlier under Conditions 18 or 19) for the Term set out in the Purchase Order. Unless notified to Service Provider by New Look, both parties agree and acknowledge that this Contract will automatically terminate, without notice, on satisfactory completion of the Services by the Service Provider (**Term**).

3 Consultancy Services

- 3.1 At all times the Service Provider shall be considered self-employed. The Service Provider warrants that they have the ability, skills, experience and qualifications necessary to perform the Services to the standard specified and required by New Look.
- 3.2 The Service Provider will:
 - (a) provide the Services with all due care, skill and ability;
 - (b) comply with the reasonable regulations and directions set out by New Look from time to time in connection with the provision of the Services, provided that the Service Provider will ultimately determine their own methods of working;
 - (c) at the end of their engagement return any equipment owned by New Look and provided for the Service Provider to use in the course of providing the Services, including but not limited to any studio equipment and materials. New Look may deduct the replacement value of the equipment from the final payment of fees if equipment is not returned.

- 3.3 If the Service Provider is unable to provide the Services due to illness or injury, they will advise New Look of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee will be payable in respect of any period during which the Services are not provided.
- 3.4 The Service Provider will comply with all reasonable standards of safety and comply with New Look's health and safety procedures from time to time in force at the premises where the Services are provided and report to New Look any unsafe working conditions or practices.
- 3.5 The Service Provider will comply with New Look's policies on ethics, Anti-Corruption and Bribery, Anti-Fraud, Equality, Diversity and Inclusion, Whistleblowing, Supplier Security and Duty to Prevent Sexual Harassment Policies as may be updated from time to time and any other relevant legal provision or accepted industry standard that may be in force from time to time, and will apply the same standards of information security whilst using their own equipment that they would be required to whilst using New Look's equipment.
- 3.6 The Service Provider must without delay disclose to New Look full details of any:
- (a) Works originated or developed by them in the course of providing the Services; or
 - (b) business opportunities for New Look or any Group Company of which they become aware in the course of providing the Services.

4 Substitution

The Service Provider may, with the prior written approval of New Look and subject to the following proviso, appoint a suitably qualified and skilled substitute to perform the Services on their behalf, provided that the substitute will be required to enter into direct undertakings with New Look, including with regard to confidentiality. If New Look accepts the substitute, the Service Provider will continue to invoice New Look in accordance with this Contract and will be responsible for the remuneration of the substitute. For the avoidance of doubt, the Service Provider will continue to be subject to all duties and obligations under this Contract for the duration of the appointment of the substitute.

5 DBS Checks and Working with Minors

- 5.1 If the Service Provider is to work with minors in the course of providing Services, the Service Provider must comply with this Condition 5.
- 5.2 The Service Provider will provide New Look with a DBS Certificate issued within the two years preceding the date of this Contract, confirming that the Service Provider has no entry on their criminal record that renders them unsuitable for working with children.
- 5.3 The Service Provider agrees that:
- (a) since the date of the DBS Certificate they have not been convicted of any offence that would appear on a subsequent DBS check or that might affect your suitability to work with children;
 - (b) they will sign a declaration to this effect as and when requested by New Look; and
 - (c) they will notify New Look (as soon as possible but at least 2 weeks before their next scheduled assignment involving children) of any such conviction or change to their criminal record.
- 5.4 The Service Provider must read and comply at all times with New Look's Safeguarding Children Policy, and abide by New Look's rules of working with children, as issued from time to time.

6 Other Business Interests

- 6.1 Nothing in this Contract will prevent the Service Provider from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Term provided that:
- (a) such activity does not cause a breach of any of the Service Provider's obligations under this Contract;

- (b) the Service Provider will not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of New Look without the prior written consent of New Look; and
- (c) the Service Provider will give priority to the provision of the Services to New Look over any other business activities undertaken by the Service Provider in accordance with the Purchase Order.

7 Fees

- 7.1 In consideration of the Services, New Look will pay to the Service Provider as agreed between the Parties and specified in the Purchase Order (**Fee**).
- 7.2 The Service Provider will submit to New Look an invoice, quoting the relevant New Look purchase order number, at completion of the Services, giving details of:
 - (a) the hours the Service Provider or any substitute has worked during the Term;
 - (b) the Services provided;
 - (c) the amount payable for the Services during the Term; and
 - (d) full details of the Service Provider's business address, VAT number, bank name, bank account number and sort code.
- 7.3 Invoices must be properly verified with reference to the attendance records of New Look, and where any invoice is incorrect or disputed by New Look the invoice will be returned to the Service Provider for correction.
- 7.4 New Look will pay each valid invoice within 60 days of the end of the month in which a valid invoice is received. New Look will be entitled to deduct from the Fee any sums that the Service Provider may owe to New Look or any Group Company at that time.
- 7.5 No fee is payable for absence due to illness or public or local holidays.
- 7.6 All payments made by New Look to the Service Provider under this Contract will be deemed to be gross of any income tax liabilities, National Insurance contributions or similar, all of which will be payable to the relevant authorities by the Service Provider.

8 Expenses

The Service Provider will be responsible for bearing all expenses of and incidental to providing the Services and accordingly no separate claim for expenses will be made by the Service Provider to New Look.

9 Intellectual Property

- 9.1 The Service Provider hereby irrevocably assigns to New Look, including by way of future assignment, with full title guarantee, absolutely and free from all encumbrances, all their rights, title and interest in any and all Intellectual Property Rights in, or relating to, the Works, together with all accrued rights of action in respect of any such Intellectual Property Rights.
- 9.2 The Service Provider will, without charge to, but at the expense of New Look, do all acts and execute all such documents, matters and things as may be necessary or reasonably required to obtain patent, design or other protection for any of the Works or improvements or developments of or to the Works and to vest title to the Intellectual Property Rights in, or relating to, the Works in New Look (or such company as it directs) absolutely.
- 9.3 The Service Provider will not undertake any work pursuant to this Contract if such work could or would infringe any Intellectual Property Right belonging to a third party, unless and until the Service Provider has notified New Look in writing of such possible infringement and New Look has given consent for the Service Provider to proceed notwithstanding any possible infringement.
- 9.4 On completion of Services, the Service Provider will deliver up all documentation, specifications, system designs, software designs, software programmes (in whatever media), correspondence and all other materials relating to the Works and any Intellectual Property Rights in the Works which are in their possession, custody or control.

10 Confidential Information

- 10.1 The Service Provider acknowledges that during the Term they will have access to Confidential Information. The Service Provider has therefore agreed to accept the restrictions in this Condition 10.
- 10.2 The Service Provider will not (except in the proper course of their duties), either during or after the end of the Term, use or disclose to any third party (and will use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by New Look or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Service Provider's unauthorised disclosure.
- 10.3 On request at any stage during the Term, the Service Provider will promptly return all and any documents containing Confidential Information in their possession to New Look.

11 Data Protection

- 11.1 **Data Protection Legislation'** is defined as all applicable data protection legislation (from time to time), including without limitation the Data Protection Act 2018 (as amended from time to time) Directive 95/46/EC of the European Parliament, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Data Retention (EC Directive) Regulations 2009, and (once in force and to the extent applicable) the General Data Protection Regulation, being Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and including any such enactment of the GDPR into UK legislation (the '**GDPR**') and any legislation and/or regulations implementing the above data protection legislation or any orders made or codes of practice issued under them including where applicable the guidance and codes of practice issued by the Information Commissioner.
- 11.2 '**Personal Data**' shall have the meaning given to it in the Data Protection Legislation.
- 11.3 To the extent that the Consultant processes Personal Data on behalf of, or relating to New Look, it shall:
- (a) comply with Data Protection Legislation as applicable.
 - (b) only process the Personal Data for the purposes of fulfilling its performance obligations under the Contract and not retain Personal Data for any longer than is necessary for these purposes.
 - (c) at the end of the Contract, however arising, return or (if requested by New Look) securely destroy all Personal Data (and any copies made) unless required by any applicable law to retain the Personal Data.
 - (d) upon discovery of a breach of the Personal Data, notify New Look without undue delay.
 - (e) not transfer or store the Personal Data outside of the UK, without the prior written consent of the Client, unless the transfer is to a country within the European Economic Area.
- 11.4 To the extent that New Look processes Personal Data on behalf of, or relating to the Consultant, it shall:
- (a) comply with Data Protection Legislation as applicable;
 - (b) only process the Personal Data for the purposes of fulfilling its performance obligations under the Contract and not retain Personal Data for any longer than is necessary for these purposes
 - (c) at the end of the Contract, however arising, return or (if requested by the Consultant) securely destroy all Personal Data (and any copies made) unless required by any applicable law to retain the Personal Data.

- (d) have appropriate technical and organisational security measures in place against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- (e) only carry out Restricted Transfers of the Personal Data to third countries outside of the EEA, where the following terms are incorporated into the agreement and apply to the transfer:
 - i) the 2022 UK International Transfer Addendum or (IDTA) – this being the template Addendum B.1.0 issued by the UK Information Commissioner’s Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof.
 - ii) the Standard Contractual Clauses (SCCs) – these being the Standard Contractual Clauses for the transfer of personal data to third countries as approved by the European Commission pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

12 Anti-Corruption

12.1 For the purposes of this Condition 12, **Prohibited Act** means:

- (a) offering giving or agreeing to give to any servant of New Look any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other agreement with New Look; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other agreement with New Look;
- (b) entering into this Contract or any other agreement with New Look where a commission has been paid or has been agreed to be paid by the Service Provider or on their behalf, or to their knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to New Look;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other agreement with New Look;
- (d) defrauding or attempting to defraud or conspiring to defraud New Look.

12.2 The Service Provider will not:

- (a) commit any Prohibited Act; nor
- (b) enter into this Contract if they have knowledge that themselves, or any person acting on their behalf, has committed any Prohibited Act in connection with this Contract or any other agreement between the Service Provider and New Look.

13 Anti-Fraud and Anti-Tax Evasion Facilitation

13.1 The Service Provider shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK Tax Evasion Offence or Foreign Tax Evasion Offence within the meaning of Part 3 of the Criminal Finances Act 2017 (“CFA”) and guidance published under it;
 - (ii) a UK tax evasion facilitation offence under section 45(1) of the CFA;

- (iii) a foreign tax evasion facilitation offence under section 46(1) of the CFA; or
 - (iv) fraud including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023 (**ECCTA**);
 - (b) comply with New Look’s Criminal Facilitation of Tax Evasion Policy and Anti-Fraud Policy as updated from time to time (**Relevant Policies**);
 - (c) not do, or omit to do, any act that will cause or lead New Look to be in breach of the Relevant Policies;
 - (d) promptly notify New Look in writing if it becomes aware of any suspected or actual breach of Condition 13.1(a), or has reason to believe that it has received a request or demand in connection with the performance of this Contract:
 - (i) from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA; or
 - (ii) to commit a fraud offence within the meaning of section 199(6) of the ECCTA;
 - (e) have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion and commission of fraud by another person (including without limitation employees of the Service Provider) and to ensure compliance with Condition (a) and Condition 13.1(b);
 - (f) if requested, co-operate with and provide reasonable assistance to New Look, to enable New Look to investigate, or respond to any requests from a relevant government department or agency in any relevant jurisdiction to investigate, any alleged offence listed at Condition (a);
 - (g) if requested, provide New Look with any reasonable assistance to enable New Look to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Relevant Policies; and
 - (h) provide such supporting evidence of compliance to New Look as may reasonably be requested.
- 13.2 The Service Provider warrants and represents that neither the Service Provider nor any of its officers, employees or other persons associated with it:
- (a) has been convicted of any offence involving fraud or dishonesty, including but not limited to tax evasion or the facilitation of tax evasion;
 - (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence concerning fraud including, tax evasion or the facilitation of tax evasion;
 - (c) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 (SI 2015/102) or regulation 80 of the Utilities Contracts Regulations 2016 (SI 2016/274) including on grounds relating to fraud offences or related misconduct;
- 13.3 The Service Provider shall promptly notify New Look if, at any time during the Term of this Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Condition 13.2 at the relevant time.
- 13.4 Breach of this Condition 13 shall be deemed a material breach under this Contract. If New Look terminates this Contract for breach of this Condition 13, the Service Provider shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
- 13.5 For the purpose of this Condition 13 whether a person is associated with another person and the meaning of reasonable prevention shall be determined in accordance with section 44 of the CFA and section 7 of the ECCTA (and any guidance issued under section 47 of the CFA or section 204 of the ECCTA

respectively) and, for the purposes of this Condition, a person associated with the Service Provider includes but is not limited to any subcontractor designated as such by the Service Provider.

14 Modern Slavery

- 14.1 The Service Provider 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 or any equivalent legislation in any other jurisdiction in which the Service Provider operates and not do anything which would constitute an offence under the Modern Slavery Act 2015 if it had been done in the UK.
- 14.2 The Service Provider warrants that they and any of their agents or subcontractors will comply with New Look's policy on modern slavery as may be amended from time to time.
- 14.3 The Service Provider warrants that neither the Service Provider nor any of its agents or subcontractors has:
- a) committed an offence under the any modern slavery legislation; or
 - b) been notified that it is subject to an investigation relating to an alleged offence or prosecution under any modern slavery legislation; or
 - c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under any modern slavery legislation.
- 14.4 The Service Provider shall notify New Look immediately in writing if it becomes aware or has reason to believe that it or any of its agents or subcontractors have breached or potentially breached any of the Service Provider's obligations under Condition 14. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Service Provider's obligations.

15 Duty to Prevent Sexual Harassment

- 15.1 For the purpose of this Condition, "**Sexual Harassment**" is defined as per the Equality Act 2010.
- 15.2 The Service Provider agrees to comply with New Look's Sexual Harassment Prevention Policy, including complying with any requirements under the Equality Act 2010.
- 15.3 The Service Provider must immediately report any Sexual Harassment allegations involving New Look personnel and comply with any requests from New Look regarding investigations, reports and disciplinary action.

16 Status and Authority of Service Provider

- 16.1 The Parties agree that they intend for the Service Provider to be engaged as an independent contractor to New Look under this Contract, and nothing in this Contract will create, or will be deemed to create, the relationship of employer and employee, agent and principal or partnership between New Look and the Service Provider.
- 16.2 The Parties agree that the Service Provider is an individual and not a limited company. No variation to the this Contract so as to enable the Service Provider to engage with New Look through a limited company is permitted and any such change in arrangements will require the parties to terminate this Contract and engage on new terms and conditions.
- 16.3 The Service Provider has the status of a self-employed person and is exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax liability and value added tax payable in respect of the payments set out in Condition 7 and will pay any such contributions and taxes to the appropriate authorities.
- 16.4 As a result of the Service Provider's self-employed status they agree that they 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 Contract, a redundancy payment. The Service Provider further agrees they will have no standing to bring any claim for unfair dismissal on termination of this Contract, however occasioned.

- 16.5 New Look is not vicariously liable for any of the acts or omissions of the Service Provider and the Service Provider is not by virtue of this Contract entitled to pledge the credit of New Look nor sign any document, enter into any contract or agreement or make any promise on behalf of New Look without the prior written consent of New Look.
- 16.6 The Service Provider must at all times maintain appropriate and adequate public liability insurance in the amount of at least £1,000,000.
- 16.7 The Service Provider will provide New Look with a copy certificate of insurance to evidence their compliance with 16.6 to New Look's reasonable satisfaction.

17 Indemnity

- 17.1 The Service Provider hereby indemnifies New Look and each Group Company and undertakes to keep them indemnified against all and any liability, loss, damage, costs and expenses of whatever nature (excluding, for the avoidance of doubt, the fees referred to in Condition 7) incurred or suffered in connection with the Service Provider's performance or breach of this Contract including but not limited to:
- (a) any income tax, employee's National Insurance contributions, interest and/or penalties thereon arising in respect of the Service Provider for which New Look may be called upon to account to HM Revenue & Customs and the disallowance of any VAT charged in respect of the Services as allowable input tax for New Look;
 - (b) any unauthorised act or omission or any breach of contract, negligence, wilful default or breach of duty by the Service Provider; or
 - (c) any claim by the Service Provider to the Employment Tribunal or any other court in respect of any purported employment rights including but not limited to those set out in Condition 16.3 above.
- 17.2 If for any reason New Look is required to pay any income tax, employee's National Insurance contributions, fines, penalties or interest in connection with the payment of the fees referred to in Condition 7, New Look is entitled to deduct an amount equal to such payments from any sums due to the Service Provider under this Contract.

18 Termination by New Look

- 18.1 New Look may terminate this Contract at any time upon giving the Service Provider not less than seven (7) days notice in writing.
- 18.2 Without prejudice to any other right or remedy New Look may have against the Service Provider, New Look may by written notice terminate this Contract or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if:
- (a) the Service Provider fails to comply with any of their obligations under this Contract and the failure (if capable of being remedied) remains un-remedied for 5 days after being called to the Service Provider's attention by written notice from New Look;
 - (b) the Service Provider becomes bankrupt, has a receiving order made against them, makes any arrangement with their creditors generally or takes or suffers any similar action as a result of debt;
 - (c) a receiver or an administrative receiver is appointed in respect of any of the Service Provider's property;
 - (d) the Service Provider is unable or prevented from providing Services under this Contract through incapacity or any other cause for any period or periods exceeding an aggregate total of 3 days in any 30 day period;
 - (e) the Service Provider breaches Condition 12.2; or
 - (f) the Service Provider is guilty of any act which brings New Look or any Group Company or themselves into disrepute or which in New Look's opinion is prejudicial to its interests.

19 Termination by the Service Provider

19.1 The Service Provider may by written notice terminate this Contract immediately if:

- (a) New Look fails to comply with any of its obligations under this Contract and the failure (if capable of being remedied) remains un-remedied for 10 days after being called to its attention by written notice from the Service Provider;
- (b) New Look convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Service Provider) for the purposes of and followed by amalgamation or reconstruction; or
- (c) a receiver or an administrative receiver is appointed in relation to any of New Look's property.

20 Service Provider Error! Reference source not found.Error! Reference source not found.Error! Reference source not found.Notices

20.1 Any notice, invoice or other communication which either party is required by this Contract to serve on the other party shall be sufficiently served if sent by hand, pre-paid recorded delivery, registered post or by email to the address of the other party at its specified address in the Purchase Order (or such other address as is notified to the other party in writing).

20.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Business Days following the day of posting. Notices sent by email shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a Business Day, but otherwise on the next following Business Day. In all other cases, notices are deemed to be served on the day when they are actually received.

20.3 This Condition does not apply to notices given in legal proceedings, arbitration or other dispute resolution proceedings.

21 Assignment

21.1 The Service Provider may not assign, transfer or sub-contract its rights or obligations under this Contract without New Look's prior written consent in each case which may be withheld in New Look's absolute discretion. No assignment to a limited company through which the Service Provider may decide to operate is permitted under any circumstances.

21.2 New Look may assign, transfer, novate, charge or deal in any other manner with this Contract and any of its rights contained herein under.

22 General

22.1 The Parties agree that this Contract and any Purchase Order made pursuant to it together constitute the entire agreement between them and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter. The Service Provider acknowledges that they have not entered into this Contract in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. No Party will have any claim for innocent or negligent misrepresentation on the basis of any statement in this Contract.

22.2 No variation or amendment of this Contract or oral promise or commitment related to it will be valid unless in writing and signed by or on behalf of both Parties.

22.3 This Contract is in substitution for all previous contracts express or implied between New Look and the Service Provider which are terminated by mutual consent from the Commencement Date.

22.4 Save for each Group Company, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

- 22.5 This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation will be governed by, and construed in accordance with, the laws of England and Wales.
- 22.6 The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Contract, its subject matter or formation (including non-contractual disputes or claims).