

Fashion Enter Ltd

Procedures for Working with The Fashion Studio and The Factory Terms & Conditions of Business, and Code of Conduct

Fashion Enter Ltd is an award winning not for profit social enterprise. It provides a host of services for members and non-members. The yearly membership is aimed at new business start-ups and scale-ups which costs £199 plus vat for a 12 month period. You can use the services of the Fashion Studio without being a member to Fashion Enter Ltd however Fashion Enter members qualify for discounted rates for services at The Fashion Studio for sampling and short run production – please contact info@fashion-enter.com for further details.

Fashion Enter Membership includes:

- 5% discount for sampling in the Fashion Studio.
- One Free Session of one-to-one mentoring with an industry expert.
- Members only access on FashionCapital.co.uk.
- Full access to essential Tools of the Trade documentation.
- Free access to quarterly FashionCapital Meet Up; a networking event with industry expert guest speaker and complimentary drinks.
- Priority access to all seminars and workshops including 20% discount.
- Priority access to a broad range of industry specialists for one-to-one mentoring with 10% discount
- Priority access to Photography Studio with 10% discount
- Priority access to Studio Space machine rental with 10% discount
- 10% discount at FCFabricStudio.com
- Promotional launch of your brand across FashionCapital.co.uk and social networking platforms
- Priority access to hot desking and Glass Room for any external business meetings, including 10% discount
- Priority access to all internal events and exhibitions
- Access to the Factory for ethical promotional activity
- Weekly newsletter with industry and members updates

The Fashion Studio is part of Fashion Enter Ltd and provides sample making, pattern cutting, small run production (1-49 unit) and other services to Fashion Enter (FE) members and non-members such as design consultancy.

The Couturier is part of FE and provides medium sized runs of production between 50-499 units.

The Factory is part of FE and produces up to 10,000 garments per week. The Factory has a minimum order quantity of 500 units and the garments are costed on a unit basis as opposed to the Fashion Studio which costs out on an hourly rate. With both the Factory, Couturier and the Fashion Studio services payment for goods/services is required before the release of stock. Payment must be cleared funds. All stock is fully open to inspection by the client prior to payment however once the goods have left the premises of the company FE is not obligated to undertake any further work.

Contacts details: Fashion Enter Ltd, Unit 13 &14, Crusader Estate, 167 Hermitage Road, N4 1LZ

Telephone: 0208 809 3311

Production Manager – Caroline Ash – caroline@fashion-enter.com

Fashion Studio Manager – Jenny-Beth Golding – jennybeth@fashion-enter.com

Fashion Studio Senior Assistant – Sophie Crago – SophieCrago@fashion-enter.com

Membership – Tracey Parks-Taylor – Traceypt@fashion-enter.com

The website for Fashion Enter Ltd is www.fashion-enter.com and the sister company is www.fashioncapital.co.uk.

FE advises all clients to register for the free weekly newswire on www.fashioncapital.co.uk as all pertinent information regarding services will be highlighted on the newswire which is distributed each Wednesday. Notification of any price increases will occur through the newswire on www.fashioncapital.co.uk.

Procedures for Mentoring Packages

Mentoring is not obligatory for membership or for the use of the Fashion Studio services and is an additional service to help you with your business. Please note if you do require the services of mentoring then you will be requested to sign a legally binding contract between the mentor, the mentee and mentoring provider (Fashion Enter Ltd). Please see Appendix 1.

Please review below the Procedures for Working with The Fashion Studio, the

Terms and Conditions of Business and the Code of Conduct used by The Fashion Studio. All three sections should be signed by both the client and your FE contact.

Procedures for Working with the Fashion Studio

The procedures below form the basis of how the Fashion Studio works with clients. They should be read in conjunction with The Terms and Conditions of Business and the Code of Conduct. All three documents will be applied to all work carried out by the Fashion Studio for the client.

Services and Charges

The Fashion Studio offers the following services to members and non-members – members qualify for discounted rates as detailed below:

- Weekly newsletter with industry and members updates
- First fit samples
- Seals and grades
- Toiles
- Grading
- Showman samples
- Small run production

Charges as of July 2017

Non-members = £26.50 + VAT per hour.

(Members receive a discount of 5% from this charge for sampling only)

Head of Patterns/Senior Pattern cutters hourly rate = £28.50.

For all patterns, sampling and amendments charged at the hourly rate there is a minimum charge of 30 minutes which accounts for administration and any posting time that may occur.

All administrative costs associated with the pattern cutting, sampling or production phase of the garment life-cycle will be passed on to the client. The standard £26.50 per hour (+VAT) rate applies. Please be aware this includes emails, phone calls, technical discussions, sizing specification sheets and any amendment/fitting discussions regarding a garment between the team (pattern cutters, studio team, sample machinists). For our Head of Patterns and Senior Pattern Cutters the rate is £28.50 (+VAT).

In the exceptional circumstances of our technical team being required away from our premises we will charge for the traveling time and costs involved. If two or more

members of staff are involved in a meeting/fitting then each member of staffs hours will have to be charged at the rate of £26.50 + VAT per hour.

Please note that you need to be a fully paid up member for the membership rate to apply before the sampling work is commenced. Refunds of memberships occur only before a 14 day cooling off period after which time the membership fee will not be refunded. These rates are correct from 2016 but may vary in the future. Notice is given on any changes in charges via our portal www.fashioncapital.co.uk Each Wednesday a newswire is sent to the database of over 80,000. Please register for the newswire

In order to benefit from the discounted sampling price clients must already be full members before any works in the studio commences. Invoices will not be back dated to incorporate the discount.

Consultation

Consultations between the client and the Fashion Studio technical personnel are held before work commences. The first hourly consultation is free to members. Non-members receive the first consultation free which is for 45 minutes. Thereafter both the member and non-member is charged for consultation meetings at the rate of £26.50 plus VAT (£28.50 plus VAT for senior pattern cutters). Please note that the charges are at a rate per hour. This means that if your meeting is 1.5 hours you will be charged a total of £39.75 plus VAT.

All sampling/production price estimates are valid for up to three months from the date of the estimate. Production Prices are subject to review every six months.

In the event of grading services required by the designer/client, if a size chart is not provided by the client for base measurements FE will charge an additional £26.50 (£28.50) plus VAT for the work time required to construct a base size chart. This charge is not applicable if the client is able to provide a size chart. The Fashion Studio can advise regarding the grading rules for clients however it is at the client's decision and responsibility to select the appropriate grading rules for their collection.

Digital Grading prices:

- 1-5 pieces £20 per grade
- 6-12 pieces £25 per grade
- 13-20 Pieces £30 per grade
- 20 Pieces + Price on request of seeing the garment

£5 per meter to print on spot and cross paper.

To digitise a pattern this is charged at an hourly rate. Please note we do not print our patterns to card we only print on spot and cross paper using CAD CAM.

These prices are valid for 2017 and may be subject to review and change in the future. FE reserves the right to change prices without direct notification, although we will, of course, inform you of any advanced price changes and the effective date of price increases via the newswire on www.fashioncapital.co.uk. Please ensure you register for the free use of www.fashioncapital.co.uk. The newswire will be sent to your nominated email address that has been provided on your Terms and Conditions.

Methods of working at The Fashion Studio

To enable The Fashion Studio to understand your requirements and provide you with a high quality services the following documentation should be completed by the client and passed to the Fashion Studio before work commences:-

Client Information form – required to be fully completed and signed by the client and a representative of FE.

Fitting Logs – requires signature of client at each fitting meeting or a fit email will be sent to you after the meeting which will require you to agree and sign off the notes before work commences. This is a safeguard for both parties to ensure all details are correct.

Dockets – provided by the client for each order and signed by client

Progress Sheet information and data – the Fashion Studio will provide a progress sheet which should be completed by the client for each order

Delivery sheet - raised by the Fashion Studio when finished garments are ready for collection

The client must provide the following information to the Fashion Studio for each order:-

- Size Chart
- Clear and accurate technical drawings with garment and component specifications
- An order confirmation of work to be undertaken
- Fabric, trims, threads and all associated items to achieve successful completion of the order
- Sample (where applicable)
- Pre-production pack documents and checklist filled out and handed in
- Docket for production.

The above completed documentation by the designer/client is to be provided to the Fashion Studio and will then be kept on file confidentially.

Modus Operandi

It is normal practice for a consultation to be held with the client and the Manager of the Fashion Studio with the Assistant Manager.

The consultation lasts a maximum of 1 hour for members and 45 minutes for non-members. This is a free consultation and is for the first consultation only. All consultations must be booked in advance and confirmed by the Fashion Studio Manager. Ad hoc meetings are not acceptable. Any consultations that extend over the allocated 1 hr/45 minutes will be charged at the hourly rate of £26.50 (£28.50) per hour (+VAT).

During the consultation the client and Fashion Studio Manager agrees a method of working and confirmation of the next steps.

On receipt of an order issued by the client The Fashion Studio will acknowledge the order and provide an estimate of the delivery date and price.

We aim to have garments ready for delivery within three weeks from order confirmation and receipt of full documentation, fabric, trims etc from the client. Lead times are dependent on quantity and work content of the order to be produced and on the current workload of the Fashion Studio.

During the consultation session we will agree the standards of work and the construction methods for the client. It is the client's responsibility to ensure that full information is passed to The Fashion Studio.

If the full information is not available then The Fashion Studio will interpret the client's requirements to the best of their ability without recourse from the designer/client. The client shall have no rights of damages or cost price reductions from the Fashion Studio for incorrect interpretation if the client has not provided full and clear information.

The Fashion Studio will not take any responsibility for the fabric and trims or inspections of the fabric and trims. This is clearly the responsibility of the client and all inspections and approvals of their goods must be made first by the client before delivery to The Fashion Studio.

The client must collect their fabric no later than ten working days after the production/sampling has been completed. The Fashion Studio Assistant will notify you when the fabric is due to be collected and if it cannot be collected within the ten working day period it can be held in the studio for a daily storage rate of 50p per roll per day for a maximum of one month.

Failure to arrange collection or discuss storage options with the Fashion Studio will result in the fabric being donated to the FTA or other suitable not for profit concerns/charities.

Fabric and Trimmings:

1. Before cutting the fabric the client must check the quality of both sides of the fabric for flaws/marks etc. Fabric will not be inspected by the Fashion Studio before commencing cutting.
2. The client has to confirm labels for samples and production including where to place the labels. All labelling information should be itemised on the docket, technical spec and/or fitting log.
3. All components of the garment must be available to the Fashion Studio before production commences. Additional costs will apply if later work is required by the Fashion Studio to rectify incorrect information supplied by the client to the Fashion Studio e.g. if a unit price is agreed per garment and the back neck labels are not submitted at the time of production the Fashion Studio will charge additional time to then attach the labels when these labels arrive later on.
4. Garments must be inspected and paid for when ready irrespective if delivery is not requested immediately. After five working days interest will be charged on the balance of the invoice at an accumulative rate of 4% per annum.
5. Where fabric belts or covered buttons are to be produced externally, the fabric lengths will be cut from fabric scraps or bulk fabric. It is the client's responsibility to send the fabric to the external supplier.
6. All garments must be collected no later than ten working days after they have been pressed and packed/hanging however the invoice must be paid upon completion of the order within five working days.

The Fashion Studio will not check fabric before cutting.

It is also recommended that a representative from the client visits the Fashion Studio during short run production lines.

It is also recommended that a representative from the client performs a 100% quality check of garments before they leave the premises of the Fashion Studio. Payment for the items must be made before any delivery is undertaken.

The payment must have clear funds in the account of FE before delivery is released. A credit card machine is available at the Fashion Studio for immediate payments however payments cannot be made over the telephone.

It is with regret that FE cannot take responsibility for garments rejected once the garments have left the premises of the Fashion Studio. Please inspect your samples/stock in the Fashion Studio before payment is made, the Fashion Studio is not responsible for any quality issues after garments have been paid for and left the premises.

The Fashion Studio will not pay for any courier or postal charges for delivery. Please arrange your own courier services. If you request a postal service we have to use staff to

take the parcel and queue in the post office. This therefore incurs a charge of £5 for admin and then the cost of the postal charge is added too.

The Fashion Studio is not responsible for monitoring clients' fabric and trims stock for sampling or production. It is the client's responsibility to ensure they have provided all the components for production or sampling. The Fashion Studio has the right to not start production until all components are received irrespective of agreed delivery dates or stop production or sampling should there not be enough components to complete production. Even though delivery dates may have been agreed unforeseen circumstances such as insufficient fabric on rolls, incorrect number of buttons and trims will create delays in the production.

Fabrics/samples/trims left after production/sampling will be held for one month, after this period any components left and not collected without consent of the Fashion Studio will be donated to the FTA or other charity concerns. To avoid this happening please arrange collection of your fabrics and components immediately after completion of sampling and production.

An invoice will be sent to the client by email when the work is complete – a costing sheet is prepared by the Fashion Studio for the client for review. Payment of the invoice should be made by return and is paid via accounts@fashion-enter.com. Late payment penalties will be incurred if clients do not pay within five working days at an accumulative rate of 4% per annum. This is also specified on the invoice. For queries with the invoice, contact must be made directly with the Fashion Studio. For generic issues regarding payments please contact Fashion Enter's accounts personnel on accounts@fashion-enter.com.

It is recommended that designers must be at the appropriate level of expertise and have the appropriate experience of processes and design to have their collection and garments made by Fashion Studio. However we will endeavour to reasonably help and support you.

Where a client is using the Fashion Studio for part of the production process such as for the patterns and samples only but not production it is the client's responsibility to ensure that the subcontracted factory or CMT unit is working to the correct standards. Patterns and samples must be signed off by both the client and the Fashion Studio before leaving the Fashion Studio. If subsequent production is incorrect to the client's wishes then the Fashion Studio will not be deemed liable for the mistakes of a third party.

All garments are in accordance with the Consumer Act and every care is taken to ensure that all garments are fit for the purpose intended, are of merchantable quality and the bulk corresponds to the sample. However these terms are dependent on the correct information and quality of components being supplied by the client.

Being a full member of FE (www.FashionCapital.co.uk) does not automatically provide designers with the right to use the services of The Fashion Studio – this depends on expertise of the designer; however development opportunities are available.

Client's Minimum requirements and criteria

Designers and Brands must:

- Be aged 18 years or above
- It is advisable to have a recognised legal status of the company i.e. Sole Trader, Limited company, partnership etc.
- Already be active professionally in the fashion sector.
- Provide working samples to be used by the Fashion Studio as a guide and should be of appropriate industry standards.
- Have an appreciation of manufacturing costs, wholesale and regular retail pricing structures.
- Understand that they are responsible for retail pricing their own garments. FE will not take any responsibility for garments priced incorrectly to a buyer or third party.
- Designers must be financially viable to fulfil their obligations to The Fashion Studio – release of garments and items such as patterns, fabric and trims will not be allowed until payment has been made by the client.
- Adhere to the terms and conditions set out in this document.
- Provide the documentation outlined above, including spec sheets for each garment.

Our staff employment terms state that they are bound by an anti-competitive clause whereby if they were approached by a current or previous customer the new employer would be liable to pay 25% of the annual salary or freelance figure to Fashion Enter Ltd for a three month period. This applies to all staff and freelancers who have left the services of Fashion Enter up to a six month period after departure.

Procedures for Working with The Factory

Fashion Enter's standard Terms and Conditions of Business apply to all orders produced at The Factory. The following procedures must also be observed by customers of The Factory.

Dockets

All orders, including details of styles, quantities per style, per size, and per colour, requested delivery dates, delivery address and invoice address, should be given in writing by the customer. Orders will not be deemed to have been accepted (including proposed delivery dates) until confirmed in writing by FE.

Specifications

It is the customer's responsibility to provide a full technical specification, including sketch, fabric swatch, details of trims, size chart, labelling details, packaging details and any special instructions (including inspection requirements). The client should also provide initial samples where applicable.

If the full information is not available then The Factory will interpret the customer's requirements to the best of their ability without recourse to the customer. The customer shall have no recourse to The Factory for incorrect interpretation if they have not provided full information.

Fabric and Trims

Unless otherwise agreed in writing by The Factory, it is the responsibility of the customer to provide fabric and trims for the production. All such items must be delivered to The Factory by the agreed date. Late receipt of these items will cause delays in delivery of the finished production. The Factory will not take any responsibility for the fabric and trims provided by the client or undertake inspections of the fabric and trims. This is clearly the responsibility of the client and all inspections and approvals of goods must be made by the client before delivery to The Factory.

Sealing Samples

The Factory works to a pre- production sealed sample and then a production sealed sample which is produced at the Factory and approved by the client.

Quality Control

The Factory carries out effective quality checks on all in-work production and AQLs from finished production runs. If the customer requires specific checks to be done these should be agreed with The Factory in advance and details should be included with the order. Please also refer to the Warranty clause in the Terms and Conditions of Business.

Delivery

It is the responsibility of the customer to arrange collection of the goods from The Factory. The cost of delivery is also the responsibility of the customer. Please also refer to the Delivery clause in the Terms and Conditions of Business.

Prices and Payment

The price for the goods will be quoted by The Factory prior to ordering.

The client shall pay FE the full price for the goods before collection or despatch of the goods unless otherwise agreed in writing. Goods will not be released until cleared funds have reached FE's account.

Please also refer to the Price and Payments clause in the Terms and Conditions of Business.

Other Terms and Conditions

Please refer to Fashion Enter's Terms and Conditions of Business for our full terms.

Loss or damage of Samples

FE is not responsible for the loss or damage of designers' samples and collections.

FE cannot be held responsible for samples that are lost in the post or by a courier or for samples kept by buyers.

Sending samples:

When sending garments a delivery note will always be requested by FE from the client. It is recommended by FE that designers use reputable couriers or bring in themselves materials/collect samples or production directly from the Fashion Studio. It is recommended by FE that insurance is arranged by the client.

Non Payment of Invoices

FE reserves the right to retain title, own and sell all fabric, components, patterns, grades etc from the client for any order that is currently placed or to be placed in the future with either the Fashion Studio or the Factory if the client reneges on payment of one FE invoice raised. The title of the goods will be transferred from the client to FE until full payment of the invoice (with interest charges of 4% accum per annum) is paid by the client and in an agreed timely manner. If the invoice is not paid within ten working days of raising the invoice then FE has the right to sell all clients' garments, fabric, components, trims etc to recover the full value of the unpaid invoice without the express knowledge or consent of the client. FE will however notify the client that goods, fabric, components et al will be sold prior to the commencement of selling the items.

Exclusivity and Copyright

The Fashion Studio abides by any exclusivity and copyright agreements specified by the client. Where requested, FE will sign Confidentiality Agreements.

Other items

In certain exceptional circumstances FE may provide fabric and trims for a designers order. This is by agreement only by the Director and a signed contract must be completed by the Designer to ensure full payment is received.

Confirmation of terms

Please sign below as confirmation that you have read, fully understood and agree to abide by the 'Procedures for Working with The Fashion Studio' for all orders placed with the Fashion Studio. From time to time FE may update and modify these procedures. Changes will be published on our website - www.fashioncapital.co.uk.

Failure to comply with these procedures and FE's terms and conditions of business may result in termination of contract. This is at the discretion of FE

To the maximum extent permitted by the applicable law, FE will have no liability for any loss or injury or damage whatsoever caused or suffered by clients, which arises out of or in connection with The Fashion Studio. Where legal disputes do arise then English Law presides.

We look forward to working with you and will endeavour to support you so your brand develops to its full potential.

Signed by Client:

Print name:

Position:

Company Name:

Date:

Signed on behalf of Fashion Enter:

Print name:

Position:

Date:

THE FASHION STUDIO, FASHION ENTER LTD - TERMS AND CONDITIONS OF BUSINESS

1 Definitions

1.1 In these terms and conditions:

“Fashion Enter”, “Fashion Studio”, “The Factory”, mean Fashion Enter Limited;

“Client” means the person, designer, firm or company who places the Purchase Order;

“Contract” means the Purchase Order and related specifications and Fashion Enter Ltd’s acceptance of the Purchase Order and related specifications;

“Goods” means the goods or services described in the Purchase Order;

2 General application

2.1 These terms and conditions are the only terms and conditions upon which Fashion Enter is prepared to deal with the Client in relation to the purchase of the Goods and they shall govern the Contract to the exclusion of all other terms and conditions. No variation to these terms and conditions shall be valid unless expressly agreed to in writing by Fashion Enter Ltd.

2.2 A Purchase Order is deemed to be accepted by Fashion Enter once Fashion Enter have confirmed its acceptance it in writing.

2.3 These terms and conditions will apply to all Contracts between Fashion Enter and the client.

2.4 Fashion Enter may apply certain procedures and codes of conduct in addition to these terms and conditions of business in agreement with the client. The terms and conditions of business take precedence over such procedures and codes of conduct.

3 Risk and title

3.1 The Goods remain the property of Fashion Enter until they are paid for in full.

3.2 Responsibility for the safe keeping, insurance and any other risk passes to the Client at the time of delivery.

3.3 Raw materials belonging to the Client and free-issued to Fashion Enter remain the property of the client. However, semi-finished and finished goods remain the property of Fashion Enter until paid for in full. Title is held of raw materials and components for future orders to fulfil payment obligations of existing current orders.

4 Price and payment terms

- 4.1 The price for the Goods shall be as stated in the Contract unless changes are agreed in writing by both parties.
- 4.2 The price for the Goods shall be exclusive of any Value Added Tax and any Delivery Charges, which the Client shall pay to Fashion Enter (where agreed) in addition to the price of the Goods.
- 4.3 The Client shall pay to Fashion Enter the full price for the Goods before collection or despatch of the Goods unless otherwise agreed in writing.
- 4.4 The Client may not make any deductions from the price for the Goods whether by way of set-off, counterclaim, or otherwise.
- 4.5 Fashion Enter reserve the right to claim interest on late payments under the Late Payment of Commercial Debts (Interest) Act 1998. The interest rate will be calculated as the Bank of England base rate plus 4%. Furthermore, Fashion Enter reserve the right to cease work on other Contracts with the Client until late payments have been paid, and the Client shall have no recourse to Fashion Enter in this event.

5 Delivery

- 5.1 Unless agreed otherwise in writing (which may include by email) by Fashion Enter, delivery of the Goods shall take place at Fashion Enter's place of business. Where Fashion Enter agrees to deliver elsewhere, the Client shall be liable to pay Fashion Enter's charges for carriage, packaging and insurance ("**Delivery Charges**") in addition to the price for the Goods.
- 5.2 Unless otherwise agreed in writing, the Client shall take delivery of the Goods within seven (7) days for sample Goods, or fourteen (14) days for production Goods, of being notified by the Fashion Enter that the Goods are ready for delivery, unless the Goods are delivered to a destination other than Fashion Enter's place of business, in which case the Client shall take delivery immediately on arrival of the Goods at such destination.
- 5.3 Any dates specified by Fashion Enter for delivery of the Goods are intended to be estimates and time for delivery shall not be of the essence. If no dates are specified, delivery shall be within a reasonable time of Fashion Enter's acceptance of the Purchase Order.
- 5.4 The Client is responsible for delivery to Fashion Enter of full and accurate instructions, fabric, trims and any other raw materials required under the Contract. All such items must be delivered to Fashion Enter by the date specified by Fashion Enter. The delivery date of the Goods is dependent on the Client providing full and accurate instructions, fabric, trims and any other raw materials by the agreed in the Contract. Late delivery of such items will be considered to be a breach of the Contract by the Client and will necessitate a new Contract with new delivery dates.

- 5.5 Fashion Enter may deliver the Goods in separate instalments at their discretion. Each such instalment shall be deemed a separate Contract and shall be paid for by the Client in accordance with the provisions of the Contract.
- 5.6 If the Client does not accept delivery of any of the Goods in accordance with clause 5.2, then (a) the Goods shall be deemed to have been delivered, (b) risk in the Goods shall pass to the Client, (c) Fashion Enter may store the Goods until actual delivery at the Client's expense, and (d) Fashion Enter reserves the right to sell or otherwise dispose of the Goods or any of them to a third party without giving notice to the Client.

6 Changes

- 6.1 The quantity, quality and description of the Goods are as per the Contract. If the Client requests a change ("**Change**") to the quantities or the specifications of the Goods, Fashion Enter may at its sole discretion provide the Client with details of any increase in the price for the Goods to cover any costs of implementing the Change, also details of any other ways that the Contract may be affected (for example the delivery date). If the Client wishes Fashion Enter to proceed with the Change, Fashion Enter shall have no obligation to do so unless and until the Client has agreed in writing (which may include by email) to pay the increased price for the Goods and to accept any other resulting changes to the Contract. Changes will only be made if agreed in writing by both the Client and Fashion Enter.

7 Warranty

- 7.1 Subject to the other provisions of the Contract, Fashion Enter warrants that, on delivery, the Goods will be of satisfactory quality (within the meaning of Consumer Act) and reasonably fit for the purpose for which goods of the kind in question are commonly supplied.
- 7.2 If any of the Goods do not conform with the warranty in clause 7.1, Fashion Enter shall at its option replace such Goods or refund the price of such Goods at the pro rata Contract rate, and Fashion Enter shall have no further liability for a breach of this warranty in respect of such Goods.
- 7.3 The Client is responsible for checking the quality of the Goods at the point of Delivery. Once the Goods have been delivered they are deemed to have been accepted by the Client.

8 Liability

- 8.1 Subject to clauses 8.2, 8.3 and 9.1, the total liability of Fashion Enter to the Client under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, for any loss, damage, costs or expenses, shall not exceed the total sum payable by the Client under the Contract.
- 8.2 Subject to clause 8.3, Fashion Enter shall have no liability to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profits or loss of business or for any consequential or indirect loss or damage arising under or in connection with the Contract.

- 8.3 Nothing in these terms and conditions shall exclude or limit the liability of Fashion Enter to the Client for any matter for which it would be illegal or unlawful for Fashion Enter to exclude or limit its liability.

9 Force Majeure

- 9.1 Fashion Enter shall not be deemed to be in breach of this Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to any cause beyond its reasonable control, including without limitation: an act of God; compliance with any law or governmental rule, regulation or direction; war; riot; strike; lockouts or other industrial disputes; malicious damage; fire; flood; storm; accident; default of or any act or omission of the Client, suppliers, service providers or sub-contractors; or breakdown of plant or machinery.

10 Intellectual property

- 10.1 Fashion Enter may use the methods, processes, know-how, confidential information and other intellectual property rights ("**Fashion Enter's IP**") which it owns or is licensed to use to provide the Goods in the Purchase Order. The Client shall not use Fashion Enter's IP without prior written permission.

- 10.2 The Client warrants to Fashion Enter that:

10.2.1 The Client will not upload or transmit any files or materials to Fashion Enter which contain any bugs, viruses, worms, Trojan horses, or other harmful or disruptive elements, and

10.2.2 The Client owns or is licensed to use (and to allow others to use) any images or other intellectual property the Client provides to Fashion Enter for the purposes of the Contract, and that Fashion Enter's use of such images or intellectual property will not infringe the intellectual property or other rights of any person anywhere in the world.

- 10.3 The Client agrees to indemnify Fashion Enter and keep Fashion Enter fully indemnified from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) awarded against or incurred or paid by Fashion Enter as a result of or in connection with any breach of the warranties in clause 10.2.

11 Termination

- 11.1 Fashion Enter may at any time, by notice in writing to the Client, terminate the Contract immediately:

11.1.1 If the Client commits any breach of this Contract and fails to remedy such breach (if capable of remedy) within seven (7) days of having received written notice of such breach from the Fashion Enter; or

11.1.2 If the Client has a resolution passed or a petition is presented to wind it up (other than for a solvent reconstruction or amalgamation), or has a receiver appointed of the whole or any part of its assets, or is subject to any bankruptcy, insolvency, administration or similar proceedings, or ceases (or threatens to cease) to carry on its business; or

11.1.3 In circumstances of force majeure (as set out in clause 9.1).

11.2 Termination of the Contract, for whatever reason, shall be without prejudice to any accrued rights of Fashion Enter. The terms and conditions of this Contract which, expressly or implied, have effect after termination shall continue to be enforceable notwithstanding termination.

11.3 If the Client terminates the Contract the Client will pay Fashion Enter the full value of work carried out by Fashion Enter up to the point of Fashion Enter receiving written notice of termination. This payment will be due immediately on confirmation by Fashion Enter of the value of work done by Fashion Enter.

12 General

12.1 Fashion Enter may at any time assign this Contract or any of its rights under this Contract or sub-contract any or all of its obligations under this Contract. The Client may not assign this Contract or any of its rights under this Contract without the prior written permission of Fashion Enter.

12.2 If any provision of these terms and conditions is held to be illegal or unenforceable to any extent, that provision will, to that extent only, be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

12.3 No failure or delay by Fashion Enter to exercise any right under this Contract shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.

12.4 This Contract contains the entire agreement of the parties with regard to its subject matter and supersedes and replaces any and all prior discussions, correspondence, proposals, or agreements between them with respect thereto. The Client acknowledges that it has not relied upon any representation, statement or promise of Fashion Enter which is not set out in the Contract.

12.5 This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

I have read and agree the Terms and Conditions of Business. These will apply to all orders placed with Fashion Enter.

Signed by Client:

Print name:

Position:

Company Name:

Date:

Signed on behalf of Fashion Enter:

Print name:

Position:

Date:

Fashion Enter works on an ethical basis and we ask our employees to work to the following Code of Conduct. Clients are asked to respect this Code of Conduct and to work within their bounds when dealing with The Fashion Studio.

CODE OF CONDUCT

General Principles

The integrity and success of Fashion Enter Ltd (FE) depends on the personal conduct of each and every permanent, part-time and/or temporary employee and other individual representing it, including every advisory, officer, manager, employee, associate and independent contractor (all of these being called “you” and together “we” or “us” in this code).

Each of us holds a position of trust and must conduct himself or herself in accordance with the highest standards of ethical behaviour.

Obeying the Law

You must comply with applicable legislation, regulations and rules in jurisdictions where FE operates.

Safeguarding Client Confidentiality

Each of us holds a position of responsibility when it comes to protecting the privacy and confidentiality of current and prospective clients, sponsors, suppliers and members, and in particular personal and financial information about them (“Client Information”). If you handle Client Information you are accountable for its protection. Client Information is to be collected used and disclosed in strict compliance with applicable laws and FE’s policies, practices and procedures relating to privacy. In particular, you must not copy Client Information, or release it to any source, without appropriate authorisation.

Client information is to be used internally, and disclosed externally, only by authorised persons for the purposes identified by FE, or at the request of the client, sponsor, supplier or member.

You must not remove any part of a FE file, or information relating to internal FE business and functions, from FE’s premises without prior approval of the Director. If you are working away from those premises (whether at home, travelling, or in your own office), you must safeguard all records in a responsible manner to protect the privacy of the members, sponsors, suppliers and our clients.

You must protect not only Client Information, but also confidential corporate information (“Corporate Information”) relating to FE. Corporate Information includes but is not limited to information concerning FE’s corporate policies, internal systems or programmes, business practices, current or proposed transactions, business dealings, negotiations, contracts, sponsorship, grants and investment considerations or decisions, promotional material, and files and documents developed to conduct FE’s business.

You must not disclose Corporate Information to anyone inside FE who does not “need to know”, or to any persons outside FE (except those retained by FE who are permitted to receive such information in order to provide services to FE).

If you have knowledge of Corporate Information, you must not use it for your own personal gain, or the personal gain of anyone related to or associated with you in any way.

If Corporate Information relates to a company whose shares are publicly traded, you must not buy or sell shares without the prior approval of your department head.

Conflict of Interest

You are in conflict of interest if you engage in outside activities that could cause you to act in a way that is not in the best interests of FE or of its current or prospective clients. You must not have, directly or indirectly (which includes immediate members of your family), a personal or financial interest in any transaction.

You may purchase services from other companies or other financial institutions, and exercise your contractual rights in respect of such services, so long as you’re doing so does not result in an actual or potential conflict of interest.

Without the prior written approval of the Director, you must not work for any organisation that competes with FE or that has a business relationship with FE. This includes serving as a director, officer, trustee, partner, employee (associate), consultant or agent.

You must not be involved in any way in supplying goods or (except in your direct and disclosed role as a director, officer, manager, employee/associate or sales representative) services to FE; this includes any transaction:

- A. Between FE as a buyer and any organisation in which you or a member of your family, or an individual with whom you have a close and personal relationship, have an interest, or
- B. Which may result in personal gain to you, any such family member or any such other individual.

Hiring a family member or a close personal friend within your department of FE may lead to a real or perceived conflict of interest. To avoid unethical employment practices and the appearance of special treatment, all such instances must be disclosed.

Upon leaving FE if you engage in direct competition or use the name of FE in any way to promote yourself directly without written authority by the Director this is not permissible and direct action will be taken by FE to safeguard and promote its interest and standing in the industry. This is an anti-competition clause that has a tenure of 12 months.

Ethical Behaviour

You must not offer, give or accept gifts, gratuities, favours or benefits if they are for more than a nominal value or if they go beyond what could reasonably be considered ethical and acceptable business practices. This includes the acceptance of gifts, bribes or kickbacks that may influence or appear to influence the performance of your duties.

You also hold a position of trust with regard to FE's transactions and assets. In the course of conducting FE's business, you should not act in such a way as to put you or FE in a position that may be interpreted as deviating from or contrary to internal corporate procedures or sound business practices.

The name of Fashion Enter Ltd may be used only for authorised FE business and may not be associated with your personal activities. You must not identify yourself with FE while engaging in or pursuing personal, political and other outside activities (whether profit generating or non-profit).

Use of company property, email etc

FE's time, property and services should not be used for personal activities. Assets such as stationery, computer hardware or software and mail services must be used only to conduct those business functions associated with your position within FE.

Without the prior approval of the Director, you must not engage in personal activities that infringe on FE's time and resources. Such activities may include but are not limited to:

Frequent or lengthy personal telephone conversations; utilising FE's time and/or stationery to arrange personal meetings or to promote and generate sales of personal business products or services; and personal use of FE's equipment and facilities (including, but not limited to, computers).

You must not remove or borrow FE's property without the prior approval of the Director.

Procedures

You must disclose to FE any situation or circumstances you believe contravene any of the conditions outlined in this document, or that you know or perceive may place you in a conflict of interest.

If you are not now in a position that places you in conflict of interest, but your situation changes, you must disclose the change. You must also report to FE any activities you or anyone else engages in which may be considered in violation of this Code of Conduct.

You are expected to adhere to this Code of Conduct, and to sign the form below.

This Code of Conduct will be reviewed, and if necessary, updated periodically.

Declaration

I have reviewed and familiarised myself with the Code of Conduct of FE. I understand the situations and circumstances that may place me in a position of conflict and hereby promise to avoid such conflict of interest situations by adhering to the Code of Conduct.

I further understand my responsibility to disclose or report any behaviour or activity which has placed me in a position of conflict. I recognise I hold a position of trust and that I am expected to respect and protect the confidentiality and privacy of the information relating to our current and prospective clients.

I agree to acknowledge and sign this document below and confirm that I have not breached the conditions identified and that I will not engage in activities or make decisions, which conflict or differ with the provisions outlined in the Code of Conduct.

Signed by Client:

Print name:

Position:

Company Name:

Date:

