



Fashion Enter Ltd  
The Factory  
Unit 14  
Crusader Estate  
167 Hermitage Road  
N4 1LZ

0208 809 3311

## **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 a not for profit company that is limited by guarantee. It provides a host of services for members and non-members. The yearly membership is aimed at new business start-ups and costs £150 plus vat for a 12 month period. Fashion Enter members qualify for discounted rates for services at The Fashion Studio for sampling and short run production. There is also a corporate membership available at £500 plus vat for a 12 month period – please contact [info@fashion-enter.com](mailto:info@fashion-enter.com) for further details.

Fashion Enter Membership includes:

- Business diagnostics meeting
- Discounted rates on mentoring packages
- Discounted access to quarterly seminars – ‘How to Succeed in Fashion Today’
- 10% discounted rates on sampling
- Members only access to FashionCapital.co.uk
- Intro to industry via FashionCapital.co.uk
- Promotional campaign via FashionCapital.co.uk and all viral networks
- Weekly newsletter with industry and membership updates
- User guide to FashionCapital.co.uk
- Reciprocal link
- Discounted rates for all events

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

**The Factory** is part of Fashion Enter Ltd and produces up to 7,500 garments per week. The Factory has a minimum order quantity of 300 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 and the Fashion Studio services payment for goods 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.

Contacts details: The Fashion Studio and The Factory, Unit 14, Crusader Estate,  
167 Hermitage Road, N4 1LZ

Telephone: 0208 809 3311

Production Manager – Caroline Ash – [caroline@fashion-enter.com](mailto:caroline@fashion-enter.com)

Fashion Studio Manager – Kasia Gierczak – [kasia@fashion-enter.com](mailto:kasia@fashion-enter.com)

Membership – [jenni@fashion-enter.com](mailto:jenni@fashion-enter.com)

The website for Fashion Enter Ltd is [www.fashioncapital.co.uk](http://www.fashioncapital.co.uk).

## **Procedures for Mentoring packages**

Please note members will be required 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 Fashion Studio contact and form the basis of business carried out between the client and The Fashion Studio.

## **Procedures for Working with the Fashion Studio**

The procedures below form the basis of how The Fashion Studio works with designers and 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 Designer/Client.

### **Services and Charges**

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

- First fit samples
- Seals and grades
- Toiles
- Showman samples
- Small run production

Charges for the above services are:

Members = £22.50 + VAT per hour

Non-members = £25.00 + VAT per hour

These rates are correct for 2015 but may vary in the future. Notice is given on any changes in charges via our portal [www.fashioncapital.co.uk](http://www.fashioncapital.co.uk) Each Wednesday a newswire is sent to the database of over 80,000.

All new clients to the Fashion Studio will be introduced to the membership package including discounted rates for sampling. 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 normally held before work starts. Such consultations are free to members and charged at £35 + VAT for non-members. The consultation lasts a maximum of 45 minutes. Any consultations that extend over the allocated 45 minutes will be charged at the hourly rate of £35 per hour (+VAT). All meetings after the initial consultation are charged at the hourly rate.

In the event of Grading services required by the customer, if a size chart is not provided by the client for base measurements Fashion Enter has the right to charge an additional £25.00 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.

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

To digitize a pattern this is charged at an hourly rate.

These prices are valid for 2015 and may be subject to review and change in the future. Fashion Enter reserve the right to change prices without notice, although we will, of course, endeavor to inform you of any price changes when they affect you via the newswire.

#### Methods of working at The Fashion Studio:

To enable The Fashion Studio to understand your requirements and provide you with services the following documentation should be completed by the client and The Fashion Studio.

**Client Information form** – requires signature of client at the start of the working relationship

**Fitting Logs** – requires signature of client at each fitting meeting

**Dockets (Purchase Order)** – 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

**Technical Information** as described below

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

**Output form** – provided by the Fashion Studio for the Client to complete when appropriate

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

▲ Size Chart

- ⤴ Technical drawings and specifications
- ⤴ An order confirmation of work to be undertaken (Docket)
- ⤴ Fabric, trims, threads and all associated items to achieve successful completion of the order
- ⤴ Sample (where applicable)

It is expected that the following information is completed by the client: Client information form, docket, progress sheet, fit log (Including size chart) and output form. Blank documents can be provided by the Fashion Studio. Completed documentation provided to the Fashion Studio will then be kept on file.

#### Modus Operandi:

It is normal practice for a Consultation to be held by the client and the Manager of the Fashion Studio (see charges above for non-members).

The consultation lasts a maximum of 45 minutes and must be booked in the diary of the Manager. Ad hoc meetings are not acceptable. Any consultations that extend over the allocated 45 minutes will be charged at the hourly rate of £35 per hour (+VAT). All meetings after the initial consultation are charged at the hourly rate.

During the Consultation the client and manager agrees a method of working and confirmation of proposed order.

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

We aim to have garments ready for delivery within three weeks from order confirmation and receipt of full documentation, fabric, trims etc. although this will depend on quantity and quality of the units to be produced and on the workload of the Fashion Studio.

During the consultation session discussion we will agree the standards of work 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 to the client. The client shall have no recourse to the Fashion Studio for incorrect interpretation if they have not provided full information. The Fashion Studio will endeavour to contact you before making any decisions.

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

General notes:

1. Where fabric belts/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 their chosen external trimming agent.
2. Before cutting the fabric the client must check the quality of both sides of the fabric for flaws/marks. Fabric will not be inspected by the Fashion Studio before commencing cutting.
3. 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 or fitting log.
4. 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.

It is recommended that a representative from the client visits The Fashion Studio to 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.

It is with regret that FE cannot take responsibility for garments rejected once the garments have left the premises of The Fashion Studio.

The Fashion Studio will not pay for any courier or postal charges for delivery. Any such costs incurred will be charged to the client.

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. Late payment penalties will be incurred if designers do not pay within seven working days. 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](mailto:accounts@fashion-enter.com).

It is recommended that designers must be at the appropriate level of expertise and have the appropriate experience to have their collection and garments made by Fashion Studio.

All garments are in accordance with the Supply of Services and Goods Act 1974 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](http://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.
- Working samples to be used by The Fashion Studio as a guide must meet the appropriate industry standards and be of a high quality with design and fit standards that are appropriate for showing to buyers.
- Understand 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 designers items such as patterns, fabric and trims will not be allowed until payment of samples 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 etc for each garment.

## **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 Fashion Enter.

### **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 customer 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 customer or inspections of the fabric and trims. This is clearly the responsibility of the customer and all inspections and approvals of their goods must be made first by the customer 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 customer.

### **Quality Control**

The Factory carries out normal quality checks on in work production taken from the production run. 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**

Unless otherwise agreed in writing by Fashion Enter 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 customer shall pay to Fashion Enter 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 Fashion Enter's account.

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

Others Terms and Conditions.

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

### **Loss or damage of Samples**

Fashion Enter Ltd is not responsible for the loss or damage of designers' samples and collections.

Fashion Enter Ltd cannot be held responsible for samples that are lost in the post or by a courier or for samples kept by buyers if the delivery details by the client dictate that samples are to be sent direct to buyers.

Sending samples:

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

### **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 Fashion Enter 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 Fashion Enter Ltd may update and modify these procedures. Changes will normally be published on our website - [www.fashioncapital.co.uk](http://www.fashioncapital.co.uk).

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

To the maximum extent permitted by the applicable law, Fashion Enter Ltd 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.

Thank you for your interest in using Fashion Enter's services.

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.

#### **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 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 the Sale of Goods Act 1979 as amended) 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 on behalf of the Client:

Name:

Company Name:

Date:

Signed on behalf of Fashion Enter Ltd:

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 your 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 profitgenerating 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.

## Appendix 1

### Mentoring Contract

# MENTORING CONTRACT

**Date:**

## **PARTIES**

- (1) [NAME OF MENTEE/BUSINESS] of [ADDRESS OF MENTEE] ("**Mentee**");
- (2) [NAME OF MENTOR] of [ADDRESS OF MENTOR] ("**Mentor**"); and
- (3) Fashion Enter Ltd of Unit 14 Crusader Estate, 167 Hermitage Road, N4 1LZ ("**Mentoring Provider**")

## **BACKGROUND**

- (A) The Mentoring Provider has a network of paid mentors. The Mentor is part of this network.
- (B) The Mentor has skills and/or experience relevant to the requirements of the Mentee.
- (C) The Mentee wishes to work with the Mentor in order to gain guidance and support for its development.
- (D) The parties agree that the relationship between them shall be as set out in this agreement.
- (E) This agreement shall become effective on the above date.

**IT IS AGREED** as follows:

### **1. The Services**

- 1.1 The Mentor has agreed to provide mentoring services ("**Services**") to the Mentee, on the terms of this agreement.
- 1.2 The Mentoring Provider's involvement in the Services is limited to introducing the Mentor to the Mentee, agreeing fees with the Mentee for the Services, monitoring and tracking appointments and managing the invoicing and payment

for the Services from the Mentee and to the Mentor. The Mentoring Provider will not provide any further services to the Mentee under this agreement.

1.3 The Services will consist of meetings and/or phone calls and/or email or other written communications between the Mentor and the Mentee from time to time, the exact content, frequency and duration of which will be as agreed between the Mentor and the Mentee.

1.4 The Mentor shall not at any time be obliged to provide or continue to provide any Services to the Mentee, but if and to the extent that it does so, such services will be provided as per the fees agreed with the Mentoring Provider.

## **2. The Fees**

2.1 The fee for the Services is charged by the Mentoring Provider to the Mentee and agreed between the two parties at the published rate effective from [specify date] plus VAT and shall be payable up front.

2.2 The fee per hour charged by the Mentoring Provider can vary depending on the numbers of hours booked by the Mentee at any one time.

2.3 The proportion of the fee for the Services charged by the Mentor plus VAT to the Mentoring Provider is as the agreement between the Mentoring Provider and Mentor dated [specify date].

2.4 All expenses incurred by the Mentor for the duration of the agreed Services will be charged directly to the Mentee by the Mentor plus VAT, in addition to the fee agreed with the Mentoring Provider and shall be payable immediately upon delivery of the Services.

## **3. Term and Notice**

3.1 This agreement will commence on [specify date] and continue in force until terminated by any of the Parties by a minimum of two weeks written notice to the other Parties, sent to the addresses given above or any other addresses as notified.

## **4. Liability**

4.1 The Mentee shall not at any time be obliged to act on any information, suggestion, advice or guidance given by the Mentor as part of the Services, but if and to the extent that it does so, it shall do so solely at its own risk. The Mentee unconditionally and irrevocably waives any rights of action it may have as against the Mentor in relation to any such information, suggestions, advice or guidance to the fullest extent permitted by law.

4.2 The Mentee is advised to take independent financial, legal or other appropriate professional advice before acting on any information, suggestion, advice or guidance given by the Mentor.

4.3 The Mentee acknowledges that any Services provided by the Mentoring Provider and the Mentor pursuant to this agreement are provided in good faith. Neither the Mentoring Provider nor the Mentor will be liable to the Mentee or to any third party for any acts, omissions, loss, damage, costs or liabilities suffered as a result of this agreement, the existence of the relationships between the Parties or the Services provided. Nothing in this clause shall limit or exclude any liability for death or personal injury, or which results from fraud.

4.4 The Mentoring Provider is not (and the Mentee and the Mentor acknowledge that the Mentoring Provider is not) liable for the services provided by the Mentor or for any acts or omissions of the Mentor.

## **5. Confidentiality**

5.1 The Mentee permits the Mentoring Provider and Mentor to refer to the Mentee and the existence of the arrangement contemplated by this agreement in any publication or material they may use to publicise and promote the work of the Mentoring Provider and Mentor.

5.2 The Mentee may not use or mention the Mentoring Provider and Mentor's name, logo or any other intellectual property of the Mentoring Provider and Mentor in any of its publicity materials or in any announcement, without the prior written consent of the Mentoring Provider and Mentor.

5.3 All Parties will keep in strict confidence all information, suggestions, advice or guidance provided by the Mentoring Provider and Mentor as part of the Services.

5.4 All Parties will keep in strict confidence all and any information of a confidential nature which is obtained about either of the other parties as a result of the arrangements contemplated by this agreement. This clause shall not apply in relation to any information that is already available in the public domain other than as a result of a breach of this clause by any party.

## **6. Miscellaneous**

6.1 Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

6.2 A person who is not a party to this agreement shall not have any rights under or in connection with it.

6.3 This agreement shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

6.4 Clauses 4, 5 and 6 shall survive termination of this agreement.

6.5 This agreement shall only be varied in writing.

This agreement is entered into by each party the day and year first above written.

**SIGNED** by [ **MENTEE** ] )

**SIGNED** by [ **MENTOR** ] )

**SIGNED** by [ **NAME OF INDIVIDUAL** ] )

for and on behalf of [ **THE MENTORING PROVIDER** ]