



QUT
Creative
Enterprise
Australia

CEA FASHION ACCELERATOR

Fashion Resident Application

The CEA Fashion Accelerator provides business development and technical support for start-up fashion labels and emerging brands.

As a resident company you can take full advantage of our production facilities to develop and produce your creative designs and become an active member of the CEA community of creative entrepreneurs. We welcome applications from early stage fashion designers, product designers and fashion technologists with companies in the start-up stage of development and ready to grow.

The CEA Fashion Accelerator workspace gives you access to professional equipment, a workspace, storage and a caring co-operative environment shared by like-minded individuals with a love for design and the drive to develop a fashion venture.

Selection Criteria	Creativity, design skills and commitment to self-employment in the fashion industry
	Commitment to establish a new business venture (with ABN) or to be in a start-up or development phase
	Fashion or design qualification or equivalent industry experience
	Design of niche, innovative, ready-to-wear contemporary apparel or accessories that have global market potential
	Willingness to participate in the CEA website, marketing material and evaluative processes

Resident Monthly Fee	\$330.00 inc GST
Inclusions	A co-operative environment shared by likeminded individuals with a love for fashion and the drive to develop a fashion venture.
	Access to the CEA Fashion Accelerator sampling and production facilities and use of professional equipment 24/7 (M-F) as well as weekends by arrangement only
	Personal workspace including Wi-Fi, desk space and storage facilities
	Access to the CEA Fashion Accelerator kitchen and showroom
	Member rates for the Stitch Lab – CEA's in house small run production service
	Invitations to CEA networking events and seminars
	Member rates for a range of workshops and master classes with the CEA team, visiting entrepreneurs and business professionals

CEA Fashion Accelerator | QUT Creative Enterprise Australia (CEA) | Level 3, Z1 The Works, 34 Parer Place, Kelvin Grove, 4059

PHONE +61 (0)7 3337 7821

WEB www.qutcea.com

EMAIL info@creativeenterprise.qut.com.au



Fashion Resident Application | Information Required

Please review and answer all application questions to the best of your ability, sign the completed application and return to QUT Creative Enterprise Australia (CEA) Fashion Accelerator in person or via email.

1. BUSINESS OVERVIEW

Product category: (please tick)

- Women's Ready-to-Wear
- Accessories
- Other _____
- Men's Ready-to-Wear
- Resort
- Children's Wear

Please provide a description of your product:

When was your business established? Please provide a history of your fashion label and describe the branding and positioning of your label or product in the marketplace? (Up to 50 words)

2. MARKETING, SALES & PR

Describe your Customer/ target market/s (including age, gender and lifestyle)

Describe the Channels you use to reach your Customer: e.g., Wholesale, E-commerce, Private orders?

Describe your sales for the last two seasons, if any. Please list stockists and stores (name/how may), number of private orders or summary of total sales:



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Fashion

an accelerator for fashion business

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Please list any relevant education, awards or press coverage you have undertaken or received (attachments accepted)

Please describe your social media strategy if you have one:

How do you see your fashion business developing in the next three years? Please describe your three major business goals/objectives you want to achieve whilst at CEA:

3. YOUR TEAM – YOUR SKILLS

Who are the members of your team (if applicable) and what will their roles be in the business?

Please describe your three (perceived) strengths and weaknesses as a designer, technician and business owner:

FINAL CHECKLIST: Please include the following along with your application

- Most recent or relevant look book of your collection (including any photos)
- Business Plan (if available)
- Curriculum Vitae (Summary of life work experience)

I hereby declare the information I have provided is accurate and truthful to the best of my knowledge. QUT CEA reserves the right to refuse entry based on the information received from this search:

Name: _____

Signed: _____ Date: ____/____/____

QUT Creative Enterprise Australia, Client Services Agreement, Standard Conditions

1. Interpretation

Definitions In this document:

Appurtenances

• All plant and equipment, water closets, lavatories, grease traps, plumbing, water apparatus, wash basins, bathrooms, electrical and communication fittings, and other services in the Enterprise Centre.

CEA

• Creative Industries Precinct Pty Ltd trading as QUT Creative Enterprise Australia (CEA), as well as the permitted assigns and successors of CEA and includes, where the context permits, CEA's Representative.

CEA's Property

• Property of any description owned by CEA, or for which CEA is responsible, at the Enterprise Centre.

CEA's Representative

• The person specified in **Item 5**, or any other person nominated as such by CEA.

Common Areas

• Those parts of the Enterprise Centre made available for common use, including the kitchen facilities on level 3 of the Enterprise Centre.

Default Rates

• 12% per annum.

Enterprise Centre

• The Enterprise Centre operated by CEA at the address shown in **Item 1** including the Licensed Area.

Item

• The relevant item in the Reference Schedule.

Licensed Area

• CEA Fashion Accelerator on Level 3, Z1 The Works, 34 Parer Pl (via Musk Ave), Kelvin Grove Q. 4059.

Rules

• Any rules made by CEA from time to time concerning the use of the facilities in the Enterprise Centre and brought to the attention of the Licensee.

Term

• The period between the Commencement Date and the end of the License.

2. Entry requirements

Licensee to meet the entry requirements as required by CEA and must have a creative industries focus such as, but not limited to:

- a) Advertising; Architecture; Computer Services; Design; Designer Fashion; Film & Video Games; Interactive Software; Music; New Media ; Performing Arts; Publishing; TV & Radio; Visual Arts.
- b) The Licensee must also have a commitment to the ethos of CEA Fashion Accelerator space

2.1 **Non-exclusive License**

The Licensee accepts a non-exclusive license to:

- a) access the Enterprise Centre and/or the Licensed Area;
- b) use those parts of the Enterprise Centre necessary to access the Licensed Area;
- c) and use the furniture.

2.2 **Licensed Area**

The Licensee accepts a license to access, occupy and use the Licensed Area for the Permitted Use only during the Term.

2.3 **Term**

This license starts on the Commencement Date and ends on the Expiry Date or on any earlier date this License is terminated.

2.4 **Holding over**

- a) Any extension of the Term is at the discretion of CEA's board.
- b) If the Licensee continues to use or occupy the Licensed Area after the Expiry Date with CEA's consent, then the Licensee will be holding over as a daily licensee of CEA on the same terms as in this document and on any further terms CEA may impose as a condition of its consent.
- c) Either party may terminate the daily license by giving at two weeks' notice to the other party.

2.5 **Earlier Terminations**

Either party may terminate this agreement at any time by giving the other one month's notice to expire on any day.

3. Fees and Expenses

3.1 **Licensee to pay**

The Licensee shall pay to CEA the Fees and Expenses specified in the CEA Resident Agreement inclusions and rates sheet, without any deduction or right of set-off:

- a) If payable monthly, in advance on the first day of the month, unless otherwise agreed, without demand, in the manner required by CEA; and
- b) Otherwise, on demand.

3.2 **Review of fees**

- a) CEA can review the amounts payable under the License giving one month's notice to the Licensee.
- b) If the area occupied by the licensee in the Enterprise Centre, or the services utilized by the Licensee increase, CEA

reserves the right to increase the fees payable by the Licensee accordingly.

3.3 **Interest**

The Licensee shall pay, on any amounts not paid by the Licensee on the due date, interest at the Default Rate from the due date until payment is received by the Licensor.

3.4 **Security**

- a) If a security deposit is specified in **Item 10**, the Licensee shall pay that amount to CEA on or before the Commencement Date.
- b) CEA shall hold the security deposit and shall be entitled to apply it towards any expense incurred by CEA as a result of a breach of this agreement by the Licensee.
- c) If CEA uses any part of the security deposit under **clause 3.4(b)**, the Licensee shall immediately pay the amount used to CEA.
- d) The security deposit shall be refunded by CEA at the expiry or earlier termination of this agreement, provided the Licensee has complied with its obligations under the agreement.

4. Use

4.1 **Licensee's obligations**

The Licensee agrees that it must:

- a) carry out the Permitted Use only within the Licensed Area and must not allow any part of the Licensed Area or the Enterprise Centre to be used for any other purpose without the prior consent of CEA;
- b) comply on time with the law and with the requirements of all authorities relating to the Licensed Area and its use or occupation;
- c) keep the Licensed Area clean and tidy and free of rubbish at all times;
- d) comply with any law or requirement of CEA relating to workplace health and safety.
- e) on entering or leaving the Licensed Area, securely lock any external door used to gain access to the Licensed Area, if required;
- f) comply with all Rules of CEA Fashion Accelerator and the Enterprise Centre of which the Licensee is or ought to be aware;
- g) take out and maintain insurance cover (and, if requested, provide evidence of to CEA) for public liability to cover legal liability to third parties in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area for an amount of at least \$10,000,000 for any one claim;
- h) take out such other insurances on the Licensee's property and/or workers or otherwise, as CEA reasonably requires;
- i) use the Appurtenances only for their intended purpose;
- j) protect the Enterprise Centre, CEA's Property and the Appurtenances from damage and promptly repair and make good to CEA's satisfaction any damage caused by the Licensee at the sole discretion of CEA;
- k) wear or display any identification which CEA or CEA's Representative requires be worn or displayed;
- l) participate in CEA's evaluation surveys by providing accurate information on business generated (both produced and post-produced), including financial details of the value of business generated, employment information and any other relevant information necessary or of value to measure the effectiveness and impact of the Enterprise Centre mentoring programs and facilities, on the basis that CEA agrees to keep such information confidential and use it for general statistical purposes only.

4.2 **Licensee's Prohibitions**

The Licensee agrees that it must not:

- allow any circumstance to arise in or near the Licensed Area which might be a nuisance to other occupiers or visitors to the Enterprise Centre;
- have or store in the Licensed Area any chemicals or other hazardous substances without CEA's express permission;
- obstruct the common areas of the Enterprise Centre or any emergency exits with goods or any other items; and
- allow any person under its control to be in or on any part of the Enterprise Centre for any purpose other than the Permitted Use.

5. CEA's Representative

If a person is specified in **Item 8**, the Licensee shall comply at times with any direction or requirement of that person or their nominated delegate.

6. CEA's rights

6.1 **Enterprise Centre works**

CEA may carry out any works (including any development, extension or alteration) in or to the Enterprise Centre or the Enterprise Centre as it sees fit in its absolute discretion.

6.2 **Enterprise Centre services**

CEA may install, remove, use, maintain, repair, temporarily interrupt, alter, replace or otherwise deal with any of the services to the Enterprise Centre, including any services passing through or servicing the Licensed Area.

QUT Creative Enterprise Australia, Client Services Agreement, Standard Conditions

7. Release and indemnity

7.1 Release

1. The Licensee uses and occupies the Licensed Area and the Enterprise Centre entirely at its own risk.
2. The Licensee releases CEA from any liability that arises from any claim, loss, cost or expense paid, suffered or incurred by or available to the Licensee directly or indirectly relating to its use or occupation of the Licensed Area the Enterprise Centre or the Enterprise Centre.

7.2 Indemnity

The Licensee is liable for and indemnifies CEA against any claim, loss, cost or expense paid, suffered or incurred by CEA that is wholly or partly due to or arising out of:

- damage or loss of property or injury or death of any person caused or contributed to by the Licensee;
- the entry into or escape from the Licensed Area of water, gas, electricity or other substance or thing;
- the failure of the Licensee to notify CEA of any damage to or defect in the Licensed Area or the Enterprise Centre as soon as
 - reasonably practicable after they became aware of it;
 - the Licensee being in default under this document; or any breach by the Licensee of a law or the requirements of any authority.

7.3 CEA not responsible

CEA is not responsible to the Licensee for any theft, loss or damage to the Licensee's goods or other items while in the Licensed Area or the Enterprise Centre.

8. Dealings

The Licensee must not transfer, assign or sublet its interest under this License.

9. Default

9.1 When a default occurs

The Licensee is in default when:

- the Licensee fails to pay any amount payable to the Licensor within 28 days of the due date, whether demand has been made or not; or
- the Licensee fails to comply with any other obligation under this agreement; or
- the licensee becomes insolvent or an external administrator is appointed to the Licensee.

9.2 CEA's termination rights following a default

If the Licensee is in default, CEA may:

- terminate this license by giving notice to the Licensee; or
- take any other action which may be available to CEA under the law.
- CEA may take action under **clause 9.2(a)** immediately or at any time after the default occurs.

10. Expiry or termination of license

10.1 Removal of Licensee's goods

On or before the expiry or termination of this licence, the Licensee must remove any goods or other items located in the Licensed Area or the Enterprise Centre.

10.2 Licensee's goods not removed

If the Licensee does not remove any of its goods or other items under **clause 10.1**, CEA may: as the agent remove any of the Licensee's goods or other items remaining and store them at the cost and risk of the Licensee; and treat any of the Licensee's goods or other items remaining as abandoned and deal with them as it sees fit in its absolute discretion at the Licensee's cost.

10.3 Return of keys

On or before the expiry or termination of this licence, the Licensee must return all keys or access cards providing access to the Licensed Area or the Enterprise Centre to CEA and pay the replacement cost of any key not returned to CEA.

11. Notices

11.1 General

A notice, demand or other communication relating to this document must be in writing in by letter, facsimile or email and may be given by an agent of the sender, to the other party at the address shown in the **reference schedule**, or to such other address of which the sender has notice.

11.2 Process service

Any process or other document relating to this document may be served by any method contemplated by this **clause 111** or in accordance with any applicable law.

12.

Ref: AJM/PBS ABCD2000-1234567 6633152/2

Costs and duty

12.1 CEA's costs

The Licensee must pay and, if paid by CEA, reimburse CEA on demand for CEA's reasonable legal and other costs and expenses relating to: doing anything that ought to have been done by the Licensee under this document; the Licensee being in default under this document; the exercise or attempted exercise by CEA or the preservation of any right against the Licensee; and any proceedings brought by CEA to enforce the compliance by a party with the terms of this document that apply to that party.

12.2 Extent of CEA's costs

In relation to any matter under **clause 12.1**, CEA's legal costs and expenses are payable on a full indemnity basis and other costs and expenses include fees payable to any consultant, agent or other person retained by CEA and its administration costs.

12.3 Licensee's costs

Licensee must pay its own legal and other costs and expenses of complying with its obligations under this document.

13. GST

13.1 Consideration GST exclusive

Unless otherwise expressly stated, all amounts or other sums payable or consideration to be provided under this document are exclusive of GST.

13.2 Payment of GST

If GST is payable by a supplier on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time as the consideration for the supply is made.

13.3 Tax invoice

The supplier must deliver a tax invoice to the recipient before the supplier is entitled to payment of an amount under **clause 13.2**.

14. Confidentiality

The Licensee must keep:

- the terms of this agreement, including the commercial terms; and
- any information that comes into the possession of the Licensee concerning the business, transactions or affairs of CEA, confidential and must not disclose those terms to anyone unless:
 - the information is in the public domain; or
 - the disclosure is to the Licensee's professional advisors.

15. General

15.1 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

15.2 Governing law and jurisdiction

This document is governed by and is to be construed in accordance with the laws applicable in Queensland.

15.3 Counterparts

This agreement may be signed in counterparts and is enforceable by a party notwithstanding that it has not been signed by the other party.

15.4 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are superseded by this document.

15.5 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.