



QUT
Creative
Enterprise
Australia

CEA FASHION ACCELERATOR

Associate Membership Application Form

Name: _____

Business Name: _____ ABN: _____

Postal address: _____

Postcode: _____ State: _____

Email Address: _____

Contact phone: _____

Commencement Date: _____

Associate Membership Fee: \$110 inc GST/ annum

Please answer all questions, sign the completed application and Terms & Conditions. Please return completed forms to QUT Creative Enterprise Australia (CEA) Fashion Accelerator by email info@creativeenterprise.qut.com.au indicating your preferred method of payment, or in person if payment will be made in person.

Payment options: please tick your option

- Credit Card:** VISA MASTERCARD
- Card Number: _____
- Card name: _____
- Expiry date: ____/____ CVC# _____ (last 3 digits on back of card)
- Direct Deposit:**
A/c name: Creative Industries Precinct Pty Ltd
BSB 084-004
A/C 83 6364 779
Ref# (please use your name)
- Payment in person using EFTPOS:** please see the below contact before your appointment time.
Brenda Ledger | Office Manager
QUT Creative Enterprise Australia
Level 2, Z1 The Works, 34 Parer Place (via Musk Ave), Kelvin Grove 4059 QLD

Signature: _____ **Date:** ____/____/____

QUT CEA Fashion Accelerator | Stitch Lab

Associate Membership | Terms and Conditions of Services

AGREEMENT made this day of 2017

BETWEEN

QUT CREATIVE ENTERPRISE AUSTRALIA (ACN 82 099 110 924) of Level 2, Z1 The Works, 34 Parer Place, Kelvin Grove QLD 4059 ("COMPANY") the Party of the first part;

AND

CUSTOMER (ABN __ _ _ _ _ _ _ _ _) of _____, QLD _ _ _ _ , Australia ("CUSTOMER"), the Party of the second part.

Interpretation

- a) "Company" means QUT Creative Enterprise Australia, a national leader in creative industries start-up acceleration and incubation, delivering services to creative industry clients.
- b) "Customer" means the purchaser of goods or services from the Company.
- c) "Fashion Development Manager" means the individual from QUT|CEA managing the Fashion services
- d) "Goods" means all goods & services offered for sale by the Company.
- e) "Terms" mean these terms and conditions of services.
- f) "Tribes" means an online learning and sharing community managed by QUT|CEA and its members
- g) "Supplier" means any third party entity used to supply products or services to the Company
- h) "StitchLab" means the physical venue based within QUT|CEA where services will be rendered

Application: These terms apply to all contracts for the sale of goods & services by the Company. No alteration to any of these Terms is binding unless confirmed by the Company in writing.

Associate Membership

Membership Fee:

- The current Company Associate Membership fee is \$110.00 (incl GST) per annum, payable on registration.

Membership Terms:

- Membership is confirmed via completion of the registration form and payment of the membership fee. Membership is for 12month, start date is as per the commencement date noted on your membership application.

Membership Benefits:

- As part of your 12 month membership the Customer will receive a complimentary 30 minute consultation and induction of the Fashion Accelerator space and services. Please note any additional consultation or development costs need to be confirmed by quotation. This is not included in the membership fee.
- All Associate Members are able to use the Fashion Accelerator on a casual basis with a cost per hour through prior booking. All Associate Members are added to the Company TRIBES network & community, this allows for access to networking events, collaboration and mentoring opportunities within the Company community.

Terms and Conditions of Services

1. Pricing:

Pricing for development work is based on an hourly rate which will be quoted prior to development work commencing. All quoted hours are approximate and subject to change due to workload, Customer and Supplier changes. All changes will be notified.

2. Payment:

- a) Final invoice will be issued upon completion of order. All payments are required within the 5 following working days following.
- b) Interest is payable on overdue accounts calculated daily at the rate of 1.5% /month from the due date until payment is received in full by the Company.

3. Delivery of Goods:

- a) All deliveries of fabric and components received directly from Suppliers on the Customers behalf will be recorded and notified to you via email within 2 days of arrival.
- b) The Customer must collect the Goods & pay the balance of the invoice price in full within 5 days of being notified of their availability.
- c) If the Customer fails to collect the Goods within 21 days of being notified. The Company may terminate the contract & resell the Goods.
- d) The Company reserves the right to make part deliveries & any failure on the part of the Company to deliver the Goods within any specified time does not entitle the customer to repudiate the contract.
- e) All fabric and trims remain the Customers property and any unused will be returned to the Customer in their entirety.

4. Issues within development:

- a) Any shortages and damages of fabric and/or components will be notified to you in writing as soon as they become apparent.
- b) Upon notification of quality problem, deemed to be a deviation from the agreed written specification, the StitchLab will rectify the goods at the earliest possible opportunity at no charge to the customer.

5. Intellectual Property:

We will reserve the confidentiality and intellectual property of your designs by not using your patterns without agreement or showing your designs to third parties.

6. Terms of development orders:

We will agree a completion date at the time of order. Should these dates shift we will communicate any changes to you 7 days prior.

7. Use of facilities:

The Customer may only use the facilities listed:

- a) The Customers may only use the facilities within the Fashion StitchLab through prior booking with the Fashion Development Manager. Use of facilities and equipment will incur a casual day rate (dependant on length of use), payable upfront, and is subject to availability.
- b) Facilities rental must maintain Public Liability Insurance and produce evidence of the policy when required.
- c) Facilities will be left clean and undamaged. Any damage which, in the opinion of the Company arises from abuse or negligence by the Customer will be the responsibility of the Customer. If extra cleaning is required to return the facilities to an acceptable condition following the hire, the Customer will be charged by at overtime rates.

8. Use of Machinery: All Customers intending to use the Machinery and equipment within the StitchLab must first complete the StitchLab induction with the Company Fashion Development Manager or nominated Company representative and compliance with the Company's work health and safety assessment.

9. Title:

Legal ownership of the goods will not pass to the Customer until such time as the goods have been paid for in full in cleared funds.

10. Cancellations: No fashion development order may be cancelled or modified without prior written consent of the Company, which is at the Company's sole discretion. If consent is given, it is at the Company's election, subject to the Company being reimbursed all losses including loss of profits.

11. Force Majeure: The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control including but not limited to, work stoppages, transport breakdowns, fire, flood, war or natural disasters.

12. Limited Liability:

- a) These terms do not affect any rights; entitlements and remedies conferred by the Trade Practices act 1974 or any other legislation in any State or Territory.
- b) The Customer releases the Company from any liability, (including but not limited to consequential loss or damage) because of any delay in delivery or defect in the Goods.

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- c) The Customer acknowledges that the Company is not responsible if the goods do not comply with any applicable standard or regulation & any liability for any claim, damage or demand resulting from such non-compliance.
- d) The Customer will indemnify and hold the Company indemnified from and against all actions, claims, demands, losses, damages, costs and expenses the Company may sustain or incur, or for which the Company may become liable in respect of, or arising from, loss, damage, injury or any course at all to persons or property caused or contributed to be the Customers usage of facilities including, but without in any way limiting the generality of the foregoing, injury to persons entering into or upon the property as a result of, or in connection with usage of the facilities.
- 13. Contract:** The terms of the contract are wholly contained in these terms & any other writing signed by both parties.
- 14. Waiver of Breach:** No failure by the Company to insist on performance of any of these Terms is a waiver of any right that the Company may have & is not a waiver of any subsequent breach or default by the Customer.
- 15. No Assignment:** Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Company.
- 16. Severability:** If any provision in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity & enforceability of the remaining provisions are not affected.
- 17. Governing Law:** These Terms and Contracts shall be governed by the law of the state of Queensland.

For and on behalf of **QUT Creative Enterprise Australia**

Signed by: _____

Name: _____

Title: _____

Date: _____

For and on behalf of **CUSTOMER**

Signed by: _____

Name: _____

Title: _____

Date: _____