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Designer Application Form - Ghanaian Designers

Surname:

Middle Name:

First Name:

Contact Name:

How long have you been in business

Office Address:

Telephone No:

Mobile Phone No:

E-mail:

Website:

DECLARATION: I hereby confirm my booking for the FASHION CONNECT AFRICA SHOW according to the information given above and agree & accept the terms and conditions of booking as attached, including the designer release form, which I have read and accept the terms in its entirety.

Signature: _____ Date: _____

Tick Box to confirm booking

Name: _____ Position: _____

PAYMENT CHANNEL;

MTN – 0553011921

VODACASH – 0509760890

AIRTELIGO – 0267883522

FCA FIDELITY BANK No.- 1050161262617

ACCOUNT NAME - Fashion Connect Africa

BRANCH - AnC Mall, East Legon

DESIGNER TERMS & CONDITIONS

1. DEFINITIONS:

- a) The expression "The Company" shall mean Fashion Connect Africa and its subsidiaries.
- b) The expression "The Client" shall mean the person or organisation in whose name the booking has been made or any company or individual that enters into a contractual arrangement with The Company.

2. ACCEPTANCE OF BOOKING AND PAYMENT TERMS:

- a) All bookings are accepted subject to The Clients being prepared to accept all the terms and conditions as laid out below.
- b) The Company retains the right without incurring any liability to "The Client", to change, amend, or decline the booking. Subject to condition 4 below, The Client will not be liable to pay for any booking or part thereof which is declined, and in the case of amendments to bookings The Company may amend at its discretion the payment to reflect any such amendments.
- c) Subject to condition 4 below all bookings are accepted on the understanding that they will be paid for at the rates in force at the date of this booking, and by the date of each invoice.
- d) Once a signed booking form has been received and booking confirmation sent to The Client, it is The Clients sole responsibility to check the details and ensure that they are correct.
- e) The booking confirmation form will show a full payment figure. The full payment must be paid at the time of returning the booking form and is non-refundable.
- f) Subject to condition 5 below, The Company may at its sole discretion cancel any booking for which the final balance has not been received by its due date, in which case The Client will forfeit any payment made or will pay The Company the relevant percentage of the booking total as described in condition 5 below. The Company may make any such cancellations as described above without incurring any liability whatsoever to The Client.
- g) Cheques should be made payable to Fashion Connect Africa.

3. ALLOCATION OF DESIGNER SLOT:

All designer places are decided upon by representatives of Fashion Connect Africa and all decisions of Fashion Connect Africa are final.

4. CHANGES OF RATES AND TERMS AND CONDITIONS:

The Company reserves the right to change the rates as published and contained within the information pack, classifications and any of these terms and conditions and in the event of such a change the rates payable and the terms and conditions applicable shall be those in force at the time of booking.

5. CANCELLATIONS:

- a) Once booked ALL deposit/s, fees are non-refundable/transferable under any circumstances.
- b) If cancelled 30 days prior to the show the outstanding balance MUST be paid in full.

6. LIABILITY:

- c) Whilst every care will be taken in respect of advertising, copy, artwork and any other items belonging to the Client, The Company cannot accept any liability for the loss, damage, theft, delay in delivery thereof, whether on or off The Company's principle trading premises, and The Client is responsible for arranging any insurance or security arrangements deemed necessary for the adequate protection of such items.
- d) The Company shall not be held liable in any way whatsoever or however arising from any loss or damage or theft of dresses, accessories, shoes or other related items, including jewellery etc, used by exhibitors' fashion show participants.
- e) The Company shall not be liable in anyway whatsoever, or however arising from any loss of business or profit or other consequential loss of The Client or any of its agents.
- f) The Company does not make a guarantee of the number of visitors to any of its fashion shows.
- g) Whilst every care is taken in the preparation of the published information. The Company shall not be liable for any errors or omissions in any of its published material, and may make operational and other changes to any elements of the items published or mentioned to The Client as it sees fit.
- h) Fashion Connect Africa cannot be held responsible for any occurrences out of their control, e.g. power failure causing the show to be delayed, models hired not turning up on the day, invitations not arriving etc. If any of the above occurs, you will not be entitled to a refund unless the show does not take place at all.

Designer Release:

7. I grant to Fashion Connect Africa the absolute and irrevocable right and unrestricted permission in respect of my image, design images and/or voice and/or words in video, film, computer generated presentations referred to as digital resources as well as photographic portraits or pictures that have been taken of me or my designs in which I maybe included with others, to copyright the same, in their own name or otherwise; to use re-use, publish, and re-publish the same in whole or in part, individually or in any and all media now or hereafter known, and for any purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; and to use my name in connection therewith if they so choose.
- 7.1 The Company may without my further consent use my name, likeness, biography, photographs of me or my designs and recordings of interviews with me in advertising, publicity and on the internet. I hereby release and discharge Fashion Connect Africa and its subsidiary companies from any and all claims and demands arising out of or in connection with the use of any films, photographs, including without limitation any and all claims for libel or invasion of privacy.
- 7.2 The company shall not be held liable to me or my legal representatives for any loss or damage or injury to me or my property caused or suffered in connection with the Company's making use of my image or design images and/or voice and/or words in video, computer generated presentations referred to as digital resources as well as photographic portraits or pictures that have been taken of me or my designs in which I may be included with others unless caused by the negligence of the Company and recoverable on that ground.
- 7.3 This authorisation and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Fashion Connect Africa and its subsidiary companies, as well as the person(s) for whom the photographs were taken.

The Designer release agreement forms part of the terms and conditions of taking part in the FCA Fashion Week.