

# Fashion Week Internships Program Agreement - Terms and Conditions 2020-2021

This agreement applies to all participants of our Internship Programs.

## Definitions within this Agreement:

- “you” or “your” means the participant.
- “we”, “us” or “our” means **Fashion Week Internships**.
- “**Agreement**” means the contractually binding agreement made between us and you that is made up of the application form and the terms and conditions set out in this document.
- “**Commencement Date**” means the date, agreed upon with you in advance that the Program begins.
- “**Deposit**” means the part of the Program Fee that must be paid by you in order to secure your place on the Program prior to payment of the balance of the Program Fee, such balance being payable in accordance with clause 3 below.
- “**Participant**” means that one taking place on the Program and “**Participants**” means all and any Participant.
- “**Placement Deadline**” means the date 14 days prior to the Commencement Date.
- “**Program**” means any internships and/or language course offered by Fashion Week Internships.
- “**Program Fee**” means the sum of the deposit and the remaining balance, payable by you to us in accordance with Section 3 below. Program Fees are listed on the website
- “**Fashion Week Internships**” means MLC (LLC) Limited trading as **Fashion Week Internships**, registered at Headspace, 19-21 Hatton Garden, Farringdon, London, England, EC1N 8BA, a United Kingdom registered company number: 11313413

## 1 - Our Obligations:

In return for receipt of the Program fee, we will undertake the following:

(a) To provide you with a **structured professional internship within a reputable fashion industry business, in the destination of your choosing, for the period agreed;**

(b) To provide you the following, where requested:

**i. Advice on accommodation.** Fashion Week Internships can advise, obtain quotes, and book accommodation for you with a variety of pre-approved partners at no additional cost (you are liable for the actual cost of the accommodation selected).

**ii. Advice on airport transfers.** Fashion Week Internships can advise, obtain quotes and book airport transfers for you for an additional fee. These will be organised at a time agreed between us, from the closest international airport to your accommodation on your arrival, prior to your commencement on the Program (you are liable for the actual cost of the transfer);

**iii. Contact details of our local representatives.** In case of any difficulties or problems experienced during your placement, and to facilitate emergency support if necessary

**iv. Visa advice.** Where possible at no additional cost, we can assist with providing supporting documentation for visa applications, and with introductions to third party visa sponsors. You will be responsible for any applicable visa fees charged for the issuance of the visa.

**v. A welcome pack.** With information about your destination city, what to expect during your experience, an online map, a variety of money-saving offers and discounts, and while stocks last, our limited edition FWI tee.

**vi. Advice on social and relevant industry events.**

**vii. Advice on language courses.** Fashion Week Internships can advise and arrange the most

suitable language courses for you from a variety of pre-approved partners (you will be liable for course and material costs).

## **2 - Suitability of Participants:**

As our Programs are selective, we retain all right to reject the application of any person, for any reason, at our own discretion.

## **3 - Deposit and Program Fee**

(a) Your Initial Deposit ("**Initial Deposit**") is £350.00 British Pounds Sterling (abbreviated as GBP or £) or \$400.00 United States Dollars (USD or \$) regardless of destination, or £550.00 / \$700.00 for Programs of 20-weeks or more in length.

(b) Upon payment of your Initial Deposit, you agree to fully co-operate with Fashion Week Internships in its efforts to finalise your placement, and agree to do so until the passing of the Placement Deadline. Non-cooperation will result in the suspension or withdrawal of your program offer, and the loss of any program fees paid. Examples of non-cooperation include, but are not limited to:

- i. Not actively working with your assigned Program Manager, or representatives from Fashion Week Internships;
- ii. Missing scheduled internship/partner calls and appointments;
- iii. Not engaging in internship discussions with your Program Manager when requested;
- iv. Not responding to Fashion Week Internships communications in a timely manner;
- v. Allowing the placement process to be delayed due to missing agreed payment due dates;
- vi. Unreasonably refusing internships offered to you.

(c) In the unlikely event that Fashion Week Internships is unable to place you in an internship role before the Placement Deadline, you will be given the following options:

1. To withdraw from the Program and receive a full refund of your Initial Deposit and all other Program payments made by you ("Full Refund"), or
2. To request that Fashion Week Internships continues the negotiation process until you are placed; and if Fashion Week Internships is still unable to place you within the extended time, you will receive a Full Refund.

(d) If your Initial Deposit is received by us less than 90 days before the Commencement Date, no placement deadline will apply, however Fashion Week Internships will use it's best endeavours to ensure that your originally agreed Commencement Date is achieved.

(e) All Program Fees must be paid upon request. Initial Deposits are due no later than three (3) days after receipt of a signed program agreement (program deposit), and the Program Balance will become due no later than (7) days after a written offer has been secured by your program manager on your behalf (program balance). Participants who fail to meet this requirement, will receive none of the benefits of the Program.

## **4 - Request to Cancel, Program Changes and Refunds**

(a) If you wish to withdraw from the Program at any time, then this must be done via a written request. For the avoidance of doubt, such a written request can be made by email.

(b) If you decide to withdraw from the Program voluntarily, you will lose your Initial Deposit.

(c) If you withdraw from the Program after your Program Manager has secured a written offer from one of our partners on your behalf, you will lose your Initial Deposit and any Program Balance that has been paid.

(d) Unless previously agreed, if you want to change the dates of your participation in the Program, or change to another Program after paying the Deposit, a small administration fee may be charged. If such a request is made within 60 days of the Commencement Date or after your placement confirmation information has been issued, we reserve the right to refuse the change request or apply an additional charge which shall be determined at our sole discretion.

(e) In the event that, for any reason at all, you decide to discontinue your place on the Program after it has started but before it is due to end, no refund will be given.

(f) If, for whatever reason, we have to cancel your participation in the Program, prior to your Commencement Date, a full refund of the Program Fee (for the avoidance of doubt this includes the Deposit) will be given to you. A full refund will be issued only if the cancellation is for reasons which are in no way whatsoever attributable to you. No compensation can be given for any other costs incurred in relation to the Program.

## **5 - Website and Promotional Material**

(a) The content and information displayed on our website and other promotional material is believed to be valid and correct but we will not be held liable and do not take responsibility for any errors in the content. Program Fees are subject to change without notice and you will be liable for additional amounts owed due to price changes unless your deposit has already been submitted.

(b) We reserve the right to take your photograph, or video footage of you, for use in our promotional material. We do not make any payments to individuals in respect of such use. We may (but are not obliged to) reproduce the photographs (or part of them) in our promotional material including, without limitation, posters, advertisements, printed publications, on our website and social media website pages. Copyright in the photographs will belong to MLC Group (LLC) Limited, but you can always request copies for your own social media or personal use. We will always seek your permission before using any images or videos, which you are not obliged to give.

Photographic data is personal data for the purposes of the Data Protection Act 1998 and therefore we will not use the images taken without your consent and we will not use your image, or any other information you provide, for any other purpose.

## **6 - The Format of the Program**

(a) We reserve the right to change our suppliers and the format of our Program as and when necessary, however we will endeavour to provide as similar a Program as possible at all times.

## **7 - Liability for Losses and Program Changes**

(a) We cannot accept any responsibility or liability for loss of or damage to your passport or any other personal property at any part of the visa process, during transit or during registration with the local authorities.

(b) We cannot accept any responsibility or liability for Program changes or Program cancellations under any of the following circumstances; war or threat of war; terrorism or threat of terrorism; fire; sickness; environmental or climate concerns; acts of government or local authority; or, any other event or circumstance which amounts to a "force majeure" and in such cases no refund or compensation for any loss will be given to you unless otherwise decided at our sole discretion.

## **8 - Your Responsibility**

(a) It is your responsibility to be aware of any national holidays or other events that may change the nature of the Program. While most companies operate a 9-5 working policy, some may have different requirements and we cannot be held responsible for this.

(b) Domestic and international flights are not included in the cost of any of our Programs. Accommodation costs are not included in the cost of any of our Programs. We cannot be held responsible for any action, negligence or event relating to the purchase or operation of flight tickets or flights. We will also not be responsible for any costs or refunds due to changes or delays in flights.

## **9 - Experiencing Problems**

(a) Should you experience any problems while participating in our Program, you must immediately inform us in writing by email or letter, with a clear explanation of the problem. In such an event, we will discuss the problem with you and will discuss ways in which the problem can be solved. We are not responsible for any conversations or anything that is said unless it is recorded in the written form either by email or by letter.

(b) You agree to discuss any problems in your placement with our staff prior to discussion with your host company. If the assigned host company wishes to terminate your placement prior to the end of the stated time for any reason (for example as a result of your inadequate or unhelpful participation or prolonged or repeated absence from work), you understand that no refund of fees will be given in this situation and we are under no obligation to provide another placement.

(c) If you wish to terminate your placement prior to the end of the time stated in the contract for any reason you must provide us with written notice, clearly stating the reasons for such a decision. You agree that no refund of the Program Fee or any other fees will be made in this situation, and that no other placement will be offered.

## **10 - Safety**

(a) We, our affiliate agencies, suppliers and members of staff cannot be held responsible for any case of injury, accident, claim, theft, damage, sickness, cancellation or loss, in relation to our/their services.

(b) You are responsible for your own safety during the trip and neither we, nor the assigned Internship partner, take responsibility nor can be held liable for any accident, sickness, loss, damage, expense or hazard encountered throughout the Program.

(c) You will be held responsible and liable for any damages to the assigned host company during your placement. It is your sole responsibility to ensure you purchase personal liability insurance prior to the Commencement Date.

## **11 - Complying with Rules, Local Laws and Acting Responsibly**

(a) In situations where you do not comply with the rules of the assigned host company or rules of our Program or the law of the country to which you go, we may release you from the Program and no refund will be granted to you.

(b) You will take full responsibility for your conduct at all times during the Program. You will not act irresponsibly nor will you break the law of the country to which you go. You will not put yourself or others in dangerous situations. If you do any of the above you will be responsible for the consequences.

(c) We reserve the right to expel, at our sole discretion, any Participant from the Program for reasons including but not limited to: breaking the law; bullying or harassment of other Participants; anti-social or unreasonable behaviour or unfit conduct towards other group members, our representatives, our suppliers'/affiliate agencies' representatives or the assigned Internship provider or excessive absence from work.

## **12. Third Party Behaviour or Actions**

(a) We take no responsibility and are not liable for any third party behaviour or actions including but not limited to that of the host company. We take no responsibility and are not liable for any accidents that take place at any third party locations including but not limited to the premises of the host company. It is your responsibility to ensure you purchase personal liability insurance prior to the Commencement Date.

## **13 - Insurance**

(a) You are responsible for ensuring that you have purchased full, comprehensive insurance prior to departure, which will cover you for the duration of your participation in the Program and which includes but is not limited to travel, health, medical, and accident insurance.

## **14 - Non-Disclosure Agreements**

In instances where the host company demands it, you agree to sign a Non Disclosure Agreement with the host company. Regardless of whether or not the host company requires a written Non Disclosure Agreement, you agree to respect and keep confidential the intellectual property of the host company you are placed with.

## **15 - Notifications you agree to make**

(a) You must inform us if you have an infectious disease, mental illness, or a criminal record, as any of these may complicate your visa application or immigration status in your destination country.

(b) You must inform us of any travel abroad or any other unavailability of passport for visa processing during the 4 weeks prior to the Commencement Date. You must inform us of any unavailability of passport in this period at least 2 months before the Commencement Date. We cannot be held responsible for additional costs for express processing, postage, submission in person by our staff, or delay or cancellation of Program due to failure to inform us of such details.

(c) The Participant is responsible for informing Fashion Week Internships of any medical conditions (physical or psychological) that may influence their ability to complete the Program prior to paying a deposit. For medical conditions that have been disclosed, it is Fashion Week Internships responsibility to inform the Participant whether they can continue with the Program prior to commencement – if this is not possible then a full refund of the deposit will be given. If the assigned host company wishes to terminate your placement prior to the end of the stated time for reasons related to your medical conditions, you understand that no refund of fees will be given in this situation and we are under no obligation to provide another placement.

## **17 - Maximum Liability**

(a) Our maximum liability is limited to the Program Fee.

## **18 - Other Terms**

(a) A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act") but this does not affect any right or remedy of a third party which exists, or is available, apart from the Act.

(b) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement is not subject to the consent of any person that is not a party to this agreement.

(c) If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

(d) If a provision of the Agreement (or any part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable or the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

(e) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including no contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

(f) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

(g) We reserve the right to amend this document from time to time.

**FORM OF ACCEPTANCE: I agree to enter the Fashion Week Internships Internship Program on the terms and conditions stated above.**