



General Terms and Conditions of Direct to Parent with School

1 SWI Terms and Conditions

1.1 The School have chosen SWI and SWI has agreed to act as the approved supplier of the goods detailed on the order form, or as otherwise detailed in a quotation provided for us, and subject always to the terms and conditions of these General Terms and Conditions of Direct to Parent with School. The School also agrees that all subsequent orders for goods are made subject always to SWI's General Terms and Conditions of Direct to Parent with School from time to time in place at the time such subsequent orders are made by the School.

1.2 The School agree to the following:

- a) to nominate at least one person to be a point of contact for SWI;
- b) to approve details of garments (which includes footwear), samples, embroidery in a timely manner;
- c) to give at least 12 months notice in writing of any change to garments, embroidery design or supply;
- d) to distribute and confirm receipt of up to date SWI order forms to parents of all students including the new year intake;
- e) to create a direct link to the SWI website from the School's website;
- f) to set up a downloadable form on the School's website (for which the details of the contact at the School for IT matters will be required);
- g) to display samples of the School- specific garments in the School;
- h) in preparation for the new school year, all orders must be placed by the parents by the second week of August to guarantee delivery for the start of the new school year;

1.3 SWI agrees to provide to you the School:

- a) a consultancy and design service on the uniforms;
- b) a dedicated Customer Account Manager;

- c) a dedicated Area Sales Manager;
- d) quality assurance on all products (subject to SWI's terms and conditions);
- e) a School specific web page on its website for parents to order the garments; and
- f) a facility for the parents to order by phone, website, fax or post.

1.4 SWI and the School agree as follows:

- a) As soon as SWI receive confirmed stock holding order from the School then SWI will begin production of the School's ordered garments. SWI will embroider all garments that require a logo (with the School's current logo which SWI holds on file).
- b) If a garment(s) over performs and all the agreed signed stock holding order is sold before the end of the stock holding period then SWI will re-order a reasonable amount on the School's behalf.
- c) Any garments left unsold from stockholding orders will automatically roll into the year following the Following School Year (as defined below) unless the School is notified otherwise by SWI. This is at the sole discretion of SWI only.
- D) The quantities of goods and embroidered design sheets provided by the School or at any time in the future are the School's stock holding order requirements for the period from 1st May immediately following the date that such quantities of goods and embroidered design sheets are provided by the School to 30th April of the following year ("The Following School Year").
- E) If the School exceeds its requirements of stock holding garment quantities then the School acknowledges that it may take 2-3 weeks for items to be replenished.
- F) The School also acknowledges that there may also be circumstances that items above and beyond the School's garment quantities will be out of stock, which will lead to a much longer delivery time to the end user.

2 Indemnity

- 2.1 The School shall indemnify SWI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by SWI arising out of or in connection with:

- (a) the enforcement of these terms and conditions;
 - (b) any and all goods detailed on the order form or on any future order form authorised by the School or as otherwise detailed in a quotation provided for SWI, which are provided, manufactured or supplied by SWI in accordance with these terms and conditions but which are then not sold by SWI direct to parents during The Following School Year.
- 2.2 If a payment due from the School under this clause is subject to tax (whether by way of direct assessment or withholding at its source), SWI shall be entitled to receive from the School such amounts as shall ensure that the net receipt, after tax, to SWI in respect of the payment is the same as it would have been were the payment not subject to tax.
- 2.3 Nothing in this clause shall restrict or limit SWI's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

3 Understanding of these Terms and Conditions

- 3.1 The School agrees to contract with SWI in accordance with these terms and conditions. The School confirms that it has read and approved all the details for the goods which are being ordered by the School and the School also acknowledges that SWI will be put to expense in buying, manufacturing or procuring the manufacture and holding of those goods. Once SWI is in receipt of the order between the School and SWI, the garments as ordered in accordance or any subsequent order will be placed in production. Should the School wish for any reason not to proceed after SWI has received the order, then the School will be charged for the costs incurred by SWI up to that time.