

Clothing Manufacturing Agreement

Free Template for UK Fashion Brands

Document	Details
Template version	2026 Edition — UK Law (England & Wales)
Covers	9 core clauses: IP ownership, quality standards, payment terms, rejection rights, delivery, cancellation, confidentiality, dispute resolution
Governing law	England and Wales
Suitable for	UK domestic manufacturing arrangements
Source	silkroutes.co.uk — UK Clothing Manufacturer

Important notice: This template is provided for general guidance only. It does not constitute legal advice. Adapt all bracketed fields before use. For high-value arrangements or overseas manufacturers, have a solicitor review the agreement before signing.

Nine clauses. Each addresses a specific failure mode in clothing production relationships. Missing any one creates a gap that a dispute will fall directly into.

WHAT THIS CONTRACT COVERS

Nine-Clause Index

Claus e	Title	Protects Against
1	Order Specification	"That's not what we agreed" — no reference point
2	Intellectual Property	Manufacturer retaining patterns or designs
3	Quality Standards	No contractual basis to reject substandard goods
4	Rejection & Remedies	No remedy beyond goodwill when QC fails
5	Payment Terms	Deposit loss with no recourse on non-performance
6	Delivery & Lead Time	No remedy for missed timelines
7	Cancellation	Dispute over outstanding orders and deposits on exit
8	Confidentiality	Design disclosure to competitors or third parties
9	Dispute Resolution	Default to expensive, slow litigation

How to use this template:

- 1. Complete the party details on the next page.
- 2. Fill in all bracketed fields [like this] with your specific terms.
- 3. Attach your tech pack and trim specification as Schedule 1.
- 4. Both parties initial every page and sign the signature block.
- 5. Each party retains a signed original.

CLOTHING MANUFACTURING AGREEMENT

Party Details

This Agreement is entered into between the following parties:

THE BRAND	
Full legal name:	
Registered address:	
Companies House No.:	
Contact name:	
Email / Phone:	

— referred to throughout this agreement as "the Brand" —

THE MANUFACTURER	
Full legal name:	
Registered address:	
Companies House No.:	
Contact name:	
Email / Phone:	

— referred to throughout this agreement as "the Manufacturer" —

Date of Agreement: _____

Order / Style Reference: _____

Both parties agree to be bound by the terms and conditions set out in this agreement and in Schedule 1 attached hereto.

THE AGREEMENT

Clauses 1 – 9

CLAUSE 1

Order Specification

1.1

The Manufacturer agrees to produce the following goods ("**the Goods**") in accordance with the specification attached as Schedule 1 to this agreement:

Product description: [garment type and style reference]

Quantity: [number] units

Size range: [size breakdown — e.g. XS / S / M / L / XL]

Fabric: [fabric description, weight, composition, and supplier reference]

Trims: [trim specification as per Schedule 1]

Colourways: [as per Schedule 1]

1.2

Schedule 1 (tech pack and trim specification) forms part of this agreement. In the event of conflict between this agreement and Schedule 1, the terms of this agreement prevail.

1.3

The Manufacturer must not make any substitution to the agreed fabric, trims, or construction specification without prior written approval from the Brand.

CLAUSE 2

Intellectual Property

2.1

All intellectual property rights in the Goods — including designs, patterns, tech packs, and any tooling or moulds created specifically for this order — are and shall remain the sole property of the Brand.

2.2

The Manufacturer is granted a limited licence to use the Brand's designs and specifications solely for the purpose of manufacturing the Goods under this agreement. This licence expires on completion of

the order.

2.3

The Manufacturer shall not reproduce, disclose, or use the Brand's designs or specifications for any purpose other than fulfilling this agreement, including for production for third parties.

2.4

On termination of this agreement, the Manufacturer shall return or destroy all copies of the Brand's designs and specifications and shall confirm this in writing within 14 days of termination.

Why this clause matters: Under UK law, the creator of a design — including a pattern cutter working at a manufacturer — may hold intellectual property rights unless there is a written assignment. Without Clause 2, your manufacturer may legally retain your patterns when you leave. (Source: Intellectual Property Office UK, 2024)

CLAUSE 3

Quality Standards

3.1

The Goods must conform to the sealed reference sample approved by the Brand on [date], a copy of which is held by both parties ("**the Approved Sample**").

3.2

The Goods must meet the following quality criteria:

AQL level: [2.5 for major defects / 4.0 for minor defects — or as agreed]

Dimensional tolerance: Within $\pm[0.5]$ cm on all critical measurements as per Schedule 1

Fabric performance: Less than [3]% shrinkage on wash test at care label temperature; no colour bleed

Finishing standard: No visible defects at 30 cm viewing distance

Trim compliance: All trims to match approved samples exactly

3.3

The Manufacturer shall conduct inline quality inspection at the midpoint of the production run and an end-of-line inspection before shipment. Written inspection records shall be provided to the Brand on request.

3.4

The Brand reserves the right to appoint a third-party QC inspector to inspect the Goods at the Manufacturer's premises before shipment. The cost of third-party inspection is borne by the Brand unless the inspection reveals a material quality failure, in which case reasonable inspection costs shall be borne by the Manufacturer.

CLAUSE 4

Rejection and Remedies

4.1

The Brand may reject the Goods, in whole or in part, if they fail to meet the quality standards in Clause 3. Rejection must be notified to the Manufacturer in writing within [14] days of delivery, with written evidence of the specific defects.

4.2

On valid rejection, the Manufacturer shall at the Brand's election:

(a) Remake the rejected Goods to the agreed standard within [agreed timeline]; or

(b) Refund the proportion of payments made that relate to the rejected Goods within **[14]** days.

4.3

The Brand's right to reject does not affect any other remedies available under UK law.

4.4

Goods not rejected within [14] days of delivery are deemed accepted. Acceptance does not waive claims for latent defects that could not reasonably have been identified on inspection.

CLAUSE 5

Payment Terms

5.1

The total agreed price for the Goods is **£[amount]** exclusive of VAT ("**the Contract Price**").

5.2

Payment shall be made as follows:

Deposit: [30 / 50]% of the Contract Price (£[amount]) payable within [5] business days of signing, against the Manufacturer's pro forma invoice

Balance: [70 / 50]% of the Contract Price (£[amount]) payable on [shipment confirmation / delivery / against shipping documents — specify]

5.3

The deposit covers fabric procurement and initial production preparation only. If the Manufacturer fails to begin production within **[21]** days of the agreed production start date without written explanation accepted by the Brand, the deposit shall be refunded in full within [14] days.

5.4

All payments by bank transfer only. Payment details: [Manufacturer's bank details]. The Brand shall not be liable for payments made to any other account unless the Manufacturer has notified the change in writing with [7] days' notice.

5.5

Late payment by the Brand attracts interest at **[8]**% per annum above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

Key protection — Clause 5.3: The 21-day production start trigger is the most important clause for brands placing first orders. It creates accountability without accusation and makes deposit recovery possible if production never begins.

CLAUSE 6

Delivery and Lead Time

6.1

The Manufacturer shall deliver the Goods to [delivery address] by **[confirmed delivery date]** ("**the Delivery Date**").

6.2

Time is of the essence in relation to the Delivery Date.

6.3

If the Manufacturer anticipates a delay, they must notify the Brand in writing as soon as reasonably practicable and in any event no later than [14] days before the Delivery Date, with the reason for the delay and a revised delivery date.

6.4

If the Goods are delivered more than [14] days after the Delivery Date without the Brand's written agreement, the Brand may:

(a) Accept delivery at a reduced Contract Price of [X]% per week of delay, up to a maximum of [Y]%;
or

(b) Cancel the order and receive a full refund of all payments made, including the deposit, within [14] days.

CLAUSE 7

Cancellation

7.1

Either party may cancel this agreement by giving [30] days' written notice to the other party.

7.2

If the Brand cancels after production has begun, the Brand shall pay for all Goods completed and all materials reasonably purchased specifically for this order and not returnable. The Manufacturer shall provide written evidence of materials purchased and work completed.

7.3

If the Brand cancels before production has begun, the deposit shall be refunded in full less any fabric or materials already purchased that cannot be returned, evidenced in writing by the Manufacturer within [7] days.

7.4

If the Manufacturer cancels, all payments made by the Brand shall be refunded in full within [14] days. The Manufacturer shall also return all designs, tech packs, and specification materials.

CLAUSE 8

Confidentiality

8.1

Each party agrees to keep confidential all information received from the other party in connection with this agreement ("**Confidential Information**"), including designs, specifications, pricing, and business plans.

8.2

Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law.

8.3

The Manufacturer shall not produce garments based on or derived from the Brand's designs for any third party without the Brand's prior written consent.

8.4

This obligation of confidentiality survives termination of this agreement for a period of [3] years.

CLAUSE 9

Dispute Resolution and Governing Law

9.1

In the event of a dispute, the parties shall first attempt to resolve it by good faith negotiation within [21] days of written notice of the dispute.

9.2

If the dispute is not resolved by negotiation, either party may refer it to mediation under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The cost of mediation shall be shared equally unless otherwise agreed.

9.3

If mediation fails, either party may bring proceedings in the courts of England and Wales.

9.4

This agreement is governed by and construed in accordance with the laws of England and Wales.

EXECUTION

Signature Block

By signing below, both parties confirm they have read, understood, and agree to be bound by all terms of this Clothing Manufacturing Agreement and Schedule 1.

SIGNED FOR AND ON BEHALF OF THE BRAND	
Authorised signatory name:	
Position / Title:	
Date:	
Signature:	
Initials (each page):	

SIGNED FOR AND ON BEHALF OF THE MANUFACTURER	
Authorised signatory name:	
Position / Title:	
Date:	
Signature:	
Initials (each page):	

Reminder: Attach the initialled tech pack and trim specification as Schedule 1 before signing. Both parties should retain a signed original. Exchange signed copies by email as backup.

SCHEDULE 1

Order Specification

This Schedule forms part of the Clothing Manufacturing Agreement dated [date] between [Brand name] and [Manufacturer name]. Both parties must initial each page.

GARMENT DETAILS

Style name / reference:	[style name and internal reference code]
Garment description:	[e.g. men's unlined tailored jacket, single-breasted, two-button]
Season / collection:	[season and year]

QUANTITIES & SIZES

Total units:	[total number of units across all sizes]
Size breakdown:	[XS: ____ / S: ____ / M: ____ / L: ____ / XL: ____ / XXL: ____]
Colourways:	[list each colourway and quantity]

FABRIC SPECIFICATION

Main fabric:	[fabric name, composition %, weight g/m2, finish]
Fabric supplier / mill:	[supplier name and reference]
Lining:	[if applicable — composition and supplier]
Interlining:	[if applicable]
Source:	[free-issue by Brand / sourced by Manufacturer]

TRIM SPECIFICATION

Main zip:	[brand, size, finish, colour reference]
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Buttons:	[size, material, colour — quantity per garment]
Brand label:	[woven / printed, placement, artwork reference]
Care label:	[printed, text content, placement]
Hang tag:	[yes / no — specification if yes]
Thread:	[colour references for all seam and topstitching thread]

CONSTRUCTION & QUALITY

Approved sample reference:	[sample reference number and date approved]
AQL level:	[2.5 major / 4.0 minor — or as agreed]
Key measurements:	[attach measurement spec sheet or list critical dimensions]
Special construction notes:	[any construction requirements not visible in tech pack]

DELIVERY

Delivery address:	[full delivery address including postcode]
Required delivery date:	[date]
Packaging requirement:	[folded / hung / individual polybag / master carton spec]
Labelling on cartons:	[specification for outer carton marking]

Schedule 1 approved by Brand: _____ Date: __ Date: __
Date: __ Date: __ Date: __ Date: __ Date: __ Date: __

Schedule 1 approved by Manufacturer: _____ Date: __ Date: __
Date: __ Date: __ Date: __ Date: __ Date: __ Date: __

LEGAL REFERENCES

Legislation and Sources

1. Intellectual Property Office UK — Design Rights, Pattern Ownership and IP Assignment Guidance 2024.

www.gov.uk/government/organisations/intellectual-property-office

2. gov.uk — Sale of Goods Act 1979 — Implied Terms and Satisfactory Quality.

www.legislation.gov.uk/ukpga/1979/54

3. gov.uk — Late Payment of Commercial Debts (Interest) Act 1998.

www.legislation.gov.uk/ukpga/1998/20

4. CEDR — Centre for Effective Dispute Resolution — Model Mediation Procedure.

www.cedr.com

5. UKFT — UK Fashion & Textile Association — Commercial Standards and Manufacturer Agreement Guidance 2024.

www.ukft.org

6. gov.uk — Employers' Liability (Compulsory Insurance) Act 1969.

www.gov.uk/employers-liability-insurance

7. Companies House — UK Business Registration and Verification.

www.gov.uk/government/organisations/companies-house

*This template was produced by **silkroutes.co.uk** — UK Clothing Manufacturer. It is provided for general guidance only and does not constitute legal advice. For high-value or overseas manufacturing arrangements, obtain independent legal review before signing.*

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