



## **Standard Terms and Conditions**

### **Definitions:**

“RED” means RED Visualisation, Suite 1/10, 52 St Enoch Square, Glasgow G42 8DD.

“Client” means the individual, company, partnership or public body who or which engages the services of RED.

“Services” means the services to be provided by RED, as set out in the Quotation.

“Quotation” means the description and associated price of work to be carried out by RED.

“Deliverable” means the bespoke work performed by RED, as agreed in the Quotation, which is agreed with and produced for the Client.

“Background Work” means all and any work carried out by RED, which is necessary for the provision of the Services, and the creation of the Deliverable, but which is not the Deliverable itself. This includes (but is not restricted to) photographs, drawings, sketches, renderings, imagery provided for the purposes of feedback, 3D models, layered/un-flattened post-production files, know-how, methodology, and any non-final material included in updates or progress reports.

“Intellectual Property Rights” means copyright, design rights, trademarks, trade secrets, unpatented know-how, methodology, ideas, or any other information of a confidential or proprietary nature, in any part of the world.

These Standard Terms and Conditions, together with the Quotation describing the scope and cost of the services to be performed by RED, form the “Agreement” between RED and the Client.

### **General Terms:**

1. Unless stated otherwise, all prices provided by RED exclude VAT at 20%.
2. Unless stated otherwise, all Quotations are valid for a period of 14 days.
3. The acceptance of a Quotation, either verbally or in writing, shall be deemed as a contractual agreement between RED and the Client.

### **Information Sharing and Work Procedures:**

4. RED will at the outset provide an estimated completion date for the Services and Deliverables to be supplied, and will make all reasonable endeavours to meet this estimated delivery date. However, RED will not be liable for any additional costs, compensations, loss of earnings, or any other negative financial impacts incurred by the Client as a result of the estimated

completion date being missed, particularly as a result of changes and amendments requested by the Client which did not form part of the original Agreement.

5. Unless agreed otherwise, the Client will supply all information required for the provision of the Services at the outset, and confirms that any such information is accurate and complete.
6. Unless agreed otherwise, RED will provide 2 (TWO) formal opportunities for feedback to the Client. Any additional requests will be carried out at the discretion of RED.
7. Any changes, amendments or additions to the brief by the Client after work has started will be carried out at the discretion of RED, and may incur additional charges due to abortive work. Where no charge is made for these, RED will not accept responsibility for the accuracy of the work, and reserves the right to charge for making subsequent corrections.
8. Unless agreed otherwise, all Deliverables from RED are to be considered artist's impressions. RED cannot guarantee the physical accuracy of colours, materials, textures, lighting and/or dimensions.
9. The Client is ultimately responsible for verifying the correctness of work before publishing, using or printing it.
10. By publishing, printing or using Deliverables for the purpose stated in the Agreement, the Client acknowledges that the Deliverables have satisfied all their requirements.
11. Once the Deliverables have been completed and approved, the Client acknowledges that further amendments, changes or alterations will be subject to additional charges, and may require an additional Quotation.

**RED's Obligations:**

12. RED will provide the Services in a timely, efficient and professional manner, using reasonable skill and care, and ensuring at all times that the Services are performed by suitably qualified and/or experienced personnel.
13. RED warrants that the Deliverable is original, and does not infringe any existing copyright, except where the Deliverable is based on information and/or reference material from the Client. All and any Background Work remains the property of RED, irrespective of the copyright of the Deliverable.
14. The Deliverable(s) will be provided in digital form in any file format of the Client's choosing, and will be made available via an online file sharing service for the duration of 6 months.
15. Thereafter, the Deliverables will be archived and held by RED for a duration of at least 5 years.

**Client's Obligations:**

16. The Client shall, at their own expense, supply RED with all necessary information, documents, photographs, drawings, specifications, materials, and/or any other data reasonably required by RED in the provision of the Services. The Client is responsible for the accuracy, completeness and copyright of any such information.
17. The Client is responsible for verifying the accuracy and copyright of all information received by RED, even where information is received from third parties acting on behalf of the Client.
18. The Client will arrange safe access to any property and/or site required for the provision of the Services. The Client will also provide contact details for any third parties which RED may need to liaise with during the provision of the Services.
19. The Client agrees to pay for the Services (and any associated expenses) on the date(s) agreed, under the terms of the Agreement.

**Deliverables, and Service Access:**

20. The Deliverable shall be delivered to the Client in any digital file format agreed. Where the Deliverables are provided through an online file sharing service, RED will provide a private download link and/or username and password access.
21. RED cannot be held responsible for unavailability, downtime or download speed issues by third party file sharing services.
22. RED is not liable or responsible for delays in the delivery of the Services where the delay has been contributed to, or results from, amendments or omissions by the Client (or third parties acting on behalf of the Client).

**Charges and Payment:**

23. Upon completion of a project, the Client will receive an invoice from RED.
24. The Client agrees to pay the invoice within the timescale set out on the invoice. Unless stated otherwise, this will be within 28 days of the issue date of the invoice. The invoice will be a summary of all charges agreed to by the Client in the Quotation, as well as related expenses incurred during the provision of the Services.
25. If no feedback is received from the Client for draft images or work in progress for a period of more than 14 days, RED has the right to invoice the Client for work carried out up to that date.
26. If the Client fails to pay RED any sums owed pursuant to the Agreement, RED reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (or any similar statutory vehicle which may be in force at the time), at 10% per calendar month.
27. RED reserves the right to suspend provision of Services to the Client until any overdue invoices have been paid in full.

**Intellectual Property Rights and Confidentiality:**

28. The parties acknowledge that the Client retains the Intellectual Property Rights to information supplied to RED, while RED retains any Intellectual Property Rights for any Background Work performed during the provision of the Services.
29. In particular, RED retains full Intellectual Property Rights to any 3D models produced, any layered post-production files such as Photoshop, or any files whatsoever created during the provision of the Services which are not the Deliverable itself.
30. The Client grants RED a non-exclusive, irrevocable, world-wide, royalty-free licence to use the information supplied by him/her (or third parties acting on behalf of the Client) to provide the Services, and develop the Deliverables.
31. RED grants the Client a non-exclusive, irrevocable, world-wide, royalty-free licence to use the Deliverable(s) only for the purposes set out in the Agreement. All other rights in the Deliverable are reserved to RED.
32. The Client acknowledges that the Deliverable can only be used for the purpose set out in the Agreement. Any other uses require the written consent from RED, in the form of an additional license. Where such a license is granted, the Client accepts that an applicable license fee may be charged.
33. The Client and RED both agree that any information which is identified as "Confidential" by either party, shall not, without prior written consent, be disclosed to any third party. All documents classed as Confidential shall be returned upon completion of the Agreement or destroyed, and no copies shall be kept.

**Force Majeure:**

34. Neither RED nor the Client shall be liable for any delay or failure to perform the Services or Obligations due to circumstances beyond their reasonable control. This includes (but is not limited to) acts of God, war or national emergency, flood, fire, civil commotion, epidemic, governmental actions, labour disputes, protests, terrorism, or delays resulting therefrom.

**Termination:**

35. Both parties shall have the right to terminate the Agreement, in whole or in part, by giving the other 1 week's written notice, provided that RED shall be paid for any work already carried out under the Agreement. The cost for work already completed will be calculated on a pro-rata basis, up to and including the termination date set out in the termination notice.
36. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

**Moral Rights:**

37. RED asserts to the Client, its assigns, licensees and/or successors in title its moral right to be identified as the author of the Deliverable, in accordance with the Copyright, Design and Patents Act 1988, sections 77 and 78.
38. The Client shall ensure that every copy of the Deliverable published by it or by its assigns, licensees and/or successors in title shall identify RED as the author of the Deliverable.

**Legal:**

39. If any provision in the Agreement is found by a court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable, unreasonable or void, then such provisions shall be deemed severable. The remainder of the Agreement however shall continue in full force.
40. Failure or delay by RED in enforcing any provision under the Agreement shall not be construed as a waiver of any of its rights under the Agreement.
41. This Agreement shall be considered as a contract made in Scotland and according to Scots law. This Agreement shall be subject to the exclusive jurisdiction of the Scottish Courts to which both parties hereby submit.