

## Standard Terms and Conditions

### 1. Contract

This contract is made between Cloud 9 Visualisation Limited (“we” or “us”), and the Client (“you”) as defined in the Proposal. The terms of this contract will override terms that you may have sent or may send to us or any other written correspondence or verbal communication including any advice or recommendation made before we accept the order. These terms and conditions will apply to all future work that we undertake or carry out for you.

### 2. Definitions

“Image or Images” means all artwork, animations and computer generated imagery produced by us when performing the Services; “Fee(s)” means the fees set out in the Proposal or any variation to the Fee; “Proposal” means the written document(s) that we send to you together with these terms and conditions for the execution of the Services, which will be agreed by both of us; “Services” means the set of services to be provided by us under this contract as set out in the Proposal; “Works” means the activity of creation, intermediate review, consultancy, supply of images/and assets as requested by you to be carried out by us.

### 3. Services

1. Once the contract is accepted by you, we will provide the Services set out in the Proposal using reasonable skill and care in accordance with standards expected of a reasonable 3D Visualiser. We will provide the Services in a timely fashion, but any production time deadline set out in the Proposal is only an estimate.
2. This is a 3D Visualisation and Consultancy only agreement. We will not be responsible for the work undertaken by third parties, the manner in which the Works are being carried out nor any other aspect of their progress.
3. Any specifications, figures, sizes and other descriptions in the Image are approximations only and should not be relied upon.
4. We will endeavour to match materials and colours as closely as possible within reasonable limits. Differing lighting conditions may produce tonal variations.
5. Any 3D visualisation process has the potential for flaws, it is by nature a representation and from time to time “grey areas” will exist, and some information may be missing if not clearly and precisely incorporated/specified in the CAD drawings. For the process to be cost effective to both parties, you will allow us to use our experience and judgment to create the best possible images given time, financial and informational constraints.
6. 3D visualisation is a conceptual product and the purpose and use of this technology is to provide an educated view of how a proposed design will appear within an existing environment. Some discrepancies may remain in areas related but not limited to photo-realism, perspective, organic matter, materials and lighting. We do not guarantee a product that is indistinguishable from photography.
7. You may suspend the Services at any time, but all sums due at the date of suspension will become due for immediate payment. Once we receive your further instructions, we will use reasonable endeavours to re-schedule the Services as soon as is practicable. This re-scheduling will not be guaranteed to be at a time requested by you. Any additional cost incurred by us in complying with these instructions will be added to the total Fees unless such suspension was due to an obvious error on our part.

### 4. Variations

1. Either party will be entitled to vary or amend the scope of the Services or the Proposal upon the prior consent of the other party. Any variation will only be effective once the details of the variation (which may take the form of a further proposal) together with an additional Fee or any variation to the Fee have been put in writing and agreed by both parties, whereupon this will form a binding contract between the parties. We will then carry out the varied contract as if the variation was originally included in the Proposal. We may refuse to accept a variation if it reduces the value of the contract by 10% or more.
2. If you require services outside of the scope of the Proposal or at a higher level than that currently subscribed, then we will try to carry out such service at our convenience and for a fee that we will set at that time.
3. We may vary these terms and conditions by giving you 14 days’ prior written notice if we are required to do so for reasons beyond our reasonable control.

### 5. Fees

1. The Fees for the Services are set out in the Proposal and will become fixed on the acceptance of the Proposal by both parties unless varied in accordance with these terms. The Fees will be payable in instalments in accordance with the payment schedule or in the circumstances set out in the Proposal. All invoices shall be paid by you upon receipt of the invoice and the Fees are subject to value added tax, sales tax or taxes specific to your country of business and delivery charges which shall be added to the invoice where applicable. If sent by post, the invoice shall be deemed to have been received two working days after posting. We reserve the right to charge interest at 8% per annum above the base rate of the Bank of England on any outstanding amounts (calculated on a daily basis) that remain payable after the due date. If you fail to pay an invoice by the due date, we may, after seven days’ prior notice, suspend the performance of the Services until payment in full is received.
2. The Images and the Services will remain the property of Cloud 9 until payment is made in full by you.

3. The Fees for the Services are set out in the Proposal covers work carried out in office standard studio hours. If the client requests evening and weekend work to meet tight deadlines this will be charged at the premium evening and weekend rate. Standard studio hours are 9am – 6pm Monday to Friday and carry a standard studio rate of £30.00 per hour + VAT. Evening and weekend rate is £60.00 per hour +VAT
4. Two rounds of amendments (Correction of detail) are allowed within in the original quotation, on the assumption that the visual should be correct to the original information provided by you or reference imagery agreed between you and us.
5. Any design changes or revisions (Fundamental changes) not specified in the original brief will be charged at a standard studio rate or an additional cost agreed between you and us. Items not specifically identified in the deliverables are not included as standard. Additional deliverables will be charged an additional cost which will either be agreed between you and us or charged at the standard studio rate or evening / weekend rate dependent on requirements.
5. Client initiated changes are billed at an additional cost based on studio rates and include changes to the original information provided by you to Cloud 9. Examples of this are changes in the proposed design of the Building or Site, Landscape Plan or rectification of inaccurate or missing data. After receipt of all client-supplied information, Cloud 9 will complete the Images required under this contract to the best of its knowledge and ability. All Images will represent Cloud 9's best effort and skill for design interpretation and aesthetics given the available information, time and cost constraints defined herein.

## 6. Obligations

1. You have certain obligations under this contract. Failure to comply with these obligations may result in us suspending or terminating the contract. If we incur any damages or fines through your failure to carry out your obligations, then you will repay us all such money on a full indemnity basis.
2. You will provide us at the time of asking with the necessary information in order to carry out the Services. You will warrant the accuracy of this information and that the information is not subject to any third-party rights that would prevent us from using this information. You will be liable for any costs that we may suffer if this warranty is not true.
3. You must provide all information about the building structure and materials/textures as necessary to create each Image. This includes all plans, elevations, colour chips, reference images and material samples. Where there is information missing or at the client's request, Cloud 9 will use its best judgment or creative control to illustrate all such areas but cannot be held responsible for any changes caused by its judgment.
4. You will notify us in writing of any issues which may affect the Services as soon as possible to enable us at the earliest opportunity to investigate and rectify where necessary.
5. We have the right to charge you for the cost of the work done to date if no feedback is received from you within 21 days of the receipt of the draft Images or work in progress.

## 7. Intellectual Property Rights and License

1. We are the owner of all intellectual property rights in the Images together with the rights in any developments and modifications in such Images. We assert the moral rights that we may have in any Images.
2. We will grant you a non-exclusive, perpetual, non-transferable and personal license to use the Images for your own internal business at the location set out in the Proposal, but for no other purpose. You may not allow any third party to use any of those Images or use those Images on behalf of or for the benefit of any third party or sub-license the use of the whole or any part of them to anyone else without our prior written permission or until the Fees have been paid in full to us.
3. We will be allowed to refer to you in any publicity after the Services have taken place and we reserve the right to use the Images for our own marketing purposes.
4. To the extent that any copyright or other intellectual property exists in any material provided by you to us, you grant us an irrevocable, non-terminable and royalty-free licence to use such material in respect of providing the Services and producing the Images and warrant to us that you have the right to grant such a licence, or otherwise provision of such material will not infringe any rights, including any intellectual property rights, of another person.
5. You shall indemnify us in respect of all loss, expense, damage and cost arising out of or in connection with any breach of the above clause 7.4.
6. The provisions of this clause 7 shall remain in full force and effect after termination of this contract for whatever reason.
7. Any imagery may be used by Cloud 9 for demonstration or marketing purposes unless requested by you otherwise.

## 8. Liability

- 8.1 In the event of any fault or defect arising in the Services because of any error or negligence on part of Cloud 9 despite following the Production and Sign-off Stages as detailed out in Annexure I and receiving all the necessary information for the production of Images as detailed out in Annexure II of this document, we shall make every possible effort to remedy such fault where possible by re-supplying the Service. In the event that you do not advise us of any defect in the Services within 14 days from the date of completion of the Services which is deemed to be the delivery of High Res Images or the provision or delivery of the relevant part of the Services, you shall be deemed to have accepted the Services or part thereof.

## 9. Payments and Invoices

1. Payment of deposits and stage payments are due on the date of the invoice. Any queries must be raised in writing within 14 days of the date of invoice.
2. Unless agreed otherwise invoices shall be issued as 50% deposit payment and 50% upon completion of final imagery. Any deviation from these payment stages shall be agreed by both parties prior to issuing of any invoices.
3. The final payment is due upon completion of the visuals 2nd round of amendments.
4. Upon completion and sign-off of the final low-resolution images, we have the right to request full payment of the issued invoice prior to delivery of final high-resolution images.

## Annexure I: Production & Sign-Off Stages

Unless specified otherwise within the Proposal document, below is a brief explanation of the various stages involved in the production and sign-off of Images:

S No.	Stage	Brief Description	Sign-Off Needed On
1	Information Collection	Collection of all inputs required for the production of required Images such as all the relevant CAD drawings, Material Schedule and reference images (Please refer to Annexure II for a detailed list of all the information required for the Production of Images)	NA
2	Grayscale Low-Resolution Draft	Production of a grey 3D model indicating the proposed design of Building and Site / Interior Design	Camera Angle, Architectural Accuracy of Proposed Design of Building & Site / Interior Design
3	Textured Low-Resolution First Draft	Application of lighting, proposed materials and addition of plantation as per the proposed Landscape Plan / Application of Lighting and Materials as per reference images or mood boards	Appearance of Textures, Lighting and Plantation
4	Textured Low-Resolution Revised Drafts	Revision of the Low-Resolution textured draft based on the comments / feedback received	Aspects revised based on comments / feedback
5	Textured Low-Resolution Final Draft	Final Low-Resolution draft with materials, lighting, plantation / finalized interior design	Overall look of the image so that it can be delivered as a final Image after rendering at a higher resolution
6	Final High-resolution visual	Final Image rendered at High Resolution which is suitable for Printing	NA

## Annexure II: Information Required for Production of Images

### Exterior Images

#### Drawings Required in DWG Format

1. **Building Elevations:** Drawings showing the proposed elevations for the development
2. **Material schedule:** A marked up drawing naming the materials for each element
3. **Site plan:** Showing site levels, landscaping details and materials
4. **Interior Floor plans:** Showing interior wall layout, door locations and furniture layout
5. **Roofing Plan:** Showing the roofing layout, any skylights or features
6. **Section drawings:** Showing floor to ceiling heights and any building feature details
7. **Lighting Schedule:** Up to date Interior lighting schedule for the proposed development.

#### Camera Locations

Please provide a marked-up site plan showing the desired exterior camera locations considering what elements you would like to get in the visual.

#### Exterior Material Schedule

1. **Landscape plan:** Showing proposed site finishes, driveway details, paving, and other landscape elements, any photo reference to driveway materials and paving materials should be included.
2. **Site Boundary Treatment:** Please provide information on the boundary treatment on the site, fence style or some other kind of boundary treatment such as tall hedges or bushes etc. photo references would be useful.
3. **Elevation materials:** Please provide details of all elements such as roof tiles, fascia's, soffits, lintel detail above windows. Photo reference will be required.
4. **Entrance Door Style:** Photo reference of door style and colour.
5. **Window Style:** Photo reference of window style and colour.
6. **Furniture:** Reference imagery for any furniture that should be included in the scene, this will then be matched as closely as possible from our 3D library, if bespoke furniture is required this may need to be created and will be an additional cost.

#### Resolution & End-Use of High Res Images

Please provide information regarding the resolution at which you need the final High Res Images from our end along with the information on the intended end-use of these Images in order to allow us to guide you better regarding the exact resolution and file format for the delivery of High Res Images.

## Interior Images

### Drawings Required in DWG Format

1. **Interior Floor plans:** Showing interior wall layout, door locations and furniture layout
2. **Section drawings:** Showing floor to ceiling heights and any building feature details
3. **Lighting Schedule:** Up to date Interior lighting schedule for the proposed development.

### Internal Colour Scheme and Furniture Schedule

1. **Finish details:** Please provide reference photos of any flooring, any wallpaper or interior colour schemes that you want to base the interior style on.
2. **Furniture:** Reference imagery for any furniture that should be included in the scene, this will then be matched as closely as possible from our 3D library, if bespoke furniture is required this may need to be created and will be an additional cost.

### Resolution & End-Use of High Res Images

Please provide information regarding the resolution at which you need the final High Res Images from our end along with the information on the intended end-use of these Images in order to allow us to guide you better regarding the exact resolution and file format for the delivery of High Res Images.