
TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Rubicon Systems Limited and trading arm Nothing Here Is Real (hereinafter referred to as RSL).

All work is carried out by RSL on the understanding that these Terms and Conditions have been accepted by the client.

Copyright is retained by RSL on all works including, but not limited to, text, images, 3D models, 3D renders, visualisations and illustrations unless the rights for these works have been transferred explicitly and in writing to the client.

Only the final result will be deemed to fulfil the contractual obligations of RSL to the client. All other work, work-in-progress, progress reports, prototypes, experiments, discussion documents, and all other works produced as part of the design process will remain the property of RSL. Usage rights are only transferred on final results, all other work will remain private and confidential between the client and RSL and no other use may be made of them without prior written agreement.

PROJECT ACCEPTANCE

RSL will offer the client a written estimate or quotation. A copy of the written estimate or quotation should be signed and dated by the client. In addition, for the first contract between the client and RSL a signed copy of the Terms and Conditions document, electronic or paper based, should be sent to RSL to indicate acceptance. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept RLS's Terms and Conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence until acceptance of the quotation and the Terms and Conditions document has been received by RSL.

CHARGES

Charges for any work requested of RSL by the client will be set out in the written estimate or quotation. Draft results of the design work will be offered for final acceptance and on receipt of payment of the invoice relating to the work the final works materials will be released.

SOURCE FILES

Charges for design work do not cover the release of copyright design files unless these are explicitly defined in the estimate or quotation. If the Client requires these files, they will be subject to a separate quotation.

PAYMENT

The client will be provided with an Invoice prior to release of the final works materials. Payment of the invoice will be interpreted as approval and acceptance of the draft results and that the related released final works materials satisfy the contractual obligations of RSL.

COPYRIGHTS AND TRADEMARKS

If the client supplies RSL with text, images, models or other data for use or inclusion in project work being requested of RSL, the client declares that it holds all the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, models or text supplied or created by RSL on behalf of the client, will remain the property of RSL and/or its suppliers.

The client may request in writing from RSL, the necessary permission to use materials (for which RSL holds the copyright) in forms other than for which it was originally supplied, and RSL may, at its discretion, grant this. Such permission must be obtained in writing before any such use may be made.

By supplying images, text, models or any other data to RSL, the client grants RSL permission to use this material freely for the purposes of the project.

Should RSL, or the client, supply an image, text, model, audio clip or any other file for use in the requested project believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow RSL to remove and/or replace the file.

The client agrees to fully indemnify and hold RSL free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

ALTERATIONS

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The client also agrees that RSL holds no responsibility for any amendments made by any third party, before or after a design is published.

LICENSING

Any design, text, drawing, idea or code created for the client by RSL, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of RSL and any of its relevant sub-contractors.

All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. RSL will not be held responsible for any and all damages resulting from such claims. RSL is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold RSL responsible for any such loss or damage. Any claim against RSL shall be limited to the relevant fee(s) paid by the client.

DATA FORMATS

The client agrees to RSL's definition of acceptable means of supplying data to the company.

Text is to be supplied to RSL in electronic format as standard text file.

Images are to be supplied in an electronic format agreed with RSL before work commences. Images must be of a quality suitable for use. Any subsequent image processing required may incur additional charges. RSL will not be held responsible for any image quality which the client later deems to be unacceptable

Additional charges may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, data capture, colour correction and alteration of images

DESIGN PROJECT DURATION

Any indication given by RSL of a design project's duration is to be considered by the client to be an estimation. RSL cannot be held responsible for any project over-runs, whatever the cause.

DESIGN PROJECT COMPLETION

RSL considers the design project complete upon receipt of the client's signed acceptance letter or email. Services external to RSL, such as printing, 3D printing, film work, website administration, publishing etc. contracted on the clients behalf constitute a separate project and will be charged separately.

DESIGN CREDITS

The client agrees to allow RSL to place a small credit relating to the project or client website on the RSL or www.nothinghereisreal.com websites.

The client also agrees to allow RSL to use any designs in its own publicity and portfolios.

Any exclusions to this agreement must be specified in writing before work commences.

RIGHTS OF REFUSAL

RSL will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. RSL also reserves the right to refuse to include submitted material without giving reason.

CANCELLATION

Cancellation of orders may be made initially by telephone contact, however, following this, RSL will need formal notification in writing to the company's email or postal address. The client will then be invoiced for all work completed up to the date of cancellation. The balance of monies due must be paid within 30 days.

DISCLAIMER

RSL makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. RSL will not be held responsible for any and all damages resulting from products and/or services it supplies. RSL is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold RSL responsible for any such loss or damage. Any claim against RSL shall be limited to the relevant fee(s) paid by the client.

RSL reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. RSL will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

ACCEPTANCE OF TERMS AND CONDITIONS AND QUOTATION

The placement of an order for design and/or any other services offered by RSL, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.nothinghereisreal.com.