

PHEOWL LTD– CLIENT AGREEMENT

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This Client Agreement ("Agreement") is entered into by and between PHEOWL LTD, a company incorporated under the laws of the United Kingdom with Company Number **16444362**, having its registered office at **Suite A 82 James Carter Road, Mildenhall, Bury St. Edmunds, United Kingdom** ("Service Provider" or "PHEOWL LTD"), and the client ("Client").

PHEOWL LTD agrees to provide the following services to the Client as detailed in the individual project scope:

- Architectural design services (SIC 71111)
- Video production services (SIC 59112)
- Creative and design services (SIC 74100)
- Engineering consulting and planning (SIC 71121)

The specific details of the services to be provided are outlined in the attached Statement of Work ("SOW").

Scope of Work

The Scope of Work, including all project specifications, deliverables, timelines, and responsibilities of both PHEOWL LTD and the Client, will be agreed upon and detailed in the individual SOW. The Client acknowledges that any changes to the Scope of Work may result in additional fees and adjusted timelines.

Payment Terms

- **Fees:** The Client agrees to pay the fees outlined in the SOW. Payment for services is due as follows:
 - **Upfront Payment:** A deposit of 20% of the total project fee is due upon signing of this Agreement.
 - **Final Payment:** The remaining balance is due upon delivery of the final deliverables or as otherwise agreed in the SOW.
- **Payment Methods:** Payments can be made via bank transfer, wire transfer, Wise, PayPal, Stripe, or other agreed-upon methods.
- **Late Payments:** If the Client fails to make timely payments, PHEOWL LTD reserves the right to suspend services or withhold deliverables until payment is received. A late fee of 5% per month may apply to overdue amounts.

Project Timeline

The project timeline will be outlined in the SOW and includes key milestones, deliverable deadlines, and review periods. Both parties agree to make timely decisions and provide necessary materials or approvals to adhere to the schedule. If the timeline is delayed due to the Client's actions (e.g., delayed approvals or failure to provide required information), PHEOWL LTD reserves the right to adjust the timeline and, if necessary, the fee.

Revisions and Changes

- **Revisions:** PHEOWL LTD will provide the Client with the opportunity to request revisions or feedback on the deliverables according to the terms outlined in the SOW. Revisions are typically included within the scope of the project, subject to the number of revisions specified.
- **Changes to Scope:** Any additional work or changes to the project scope will require a written agreement and may result in additional fees.

Intellectual Property

- **Ownership of Deliverables:** Upon full payment, the Client will be granted a non-exclusive, non-transferable license to use the final deliverables for the intended purpose as specified in the SOW. The intellectual property rights in the deliverables remain the exclusive property of PHEOWL LTD, unless otherwise agreed in writing.
- **Client Materials:** The Client warrants that any materials provided to PHEOWL LTD for use in the project (e.g., logos, images, or content) do not infringe on the rights of third parties.

Confidentiality

Both parties agree to maintain confidentiality regarding any proprietary or sensitive information exchanged during the project. Neither party shall disclose any confidential information without the prior written consent of the other party unless required by law. This obligation shall survive the termination of the Agreement.

Termination

Either party may terminate this Agreement by providing written notice if the other party is in material breach of the terms outlined herein and fails to remedy the breach within 7 days after receiving written notice. Upon termination:

- The Client will be invoiced for any work completed up to the termination date.
- If the termination is initiated by PHEOWL LTD due to the Client's breach, the Client will be responsible for any outstanding payments for services rendered.
- If the termination is initiated by the Client, no refund will be issued for payments made unless otherwise agreed.

Limitation of Liability

PHEOWL LTD's liability under this Agreement shall be limited to the total amount paid by the Client for the specific project in question. PHEOWL LTD shall not be liable for any indirect, incidental, or consequential damages arising out of the use of the deliverables or services.

Dispute Resolution

In the event of a dispute or disagreement between the parties, both parties agree to attempt to resolve the matter amicably through negotiation or mediation. If the dispute cannot be resolved, it will be resolved by arbitration in accordance with the laws of England and Wales. The decision of the arbitrator will be final and binding.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any legal action related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Entire Agreement

This Agreement, along with the attached Statement of Work, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements. Any amendments to this Agreement must be made in writing and signed by both parties.

Contact Us

If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at:

PHEOWL LTD

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Bury St. Edmunds, United Kingdom

Email: contact@pheowl.com

Phone: +44 7429915148

Visit our website <https://pheowl.com>



Rahat Al Meem
CEO & Founder