

PHEOWL LTD– TERMS AND CONDITIONS

PHEOWL LTD is incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales. By accessing or using the services provided by PHEOWL LTD, you agree to comply with and be bound by these Terms and Conditions. This Agreement governs your use of our services related to architectural design, production, and creative services, in accordance with our Standard Industry Codes (SIC):

- 71111 - Architectural activities
- 59112 - Video production activities
- 74100 - Specialised design activities
- 71121 - Engineering design activities for industrial processes

The term 'Services' refers to all design and production services provided by PHEOWL LTD, which include architectural design, video production, specialized design activities, and engineering consulting. The term 'User' refers to the individual or entity accessing and utilizing the services provided by PHEOWL LTD. The term 'Agreement' refers to these Terms and Conditions governing the relationship between PHEOWL LTD and the User.

Services Provided

PHEOWL LTD offers a wide range of professional services tailored to meet the needs of businesses and individuals in the architectural, production, and creative industries. These services include architectural design (SIC 71111), video production (SIC 59112), specialized design activities (SIC 74100), and engineering consulting and planning (SIC 71121). These services are customized to address the unique requirements of each project, ensuring high-quality and professional results.

Payment Terms

All payments for services are to be made according to the invoice issued by PHEOWL LTD. The accepted payment methods include bank transfer, wire transfer, Wise, Stripe or PayPal. The payment terms will be clearly outlined in each project agreement, with common options such as upfront payments, **20-50-30**, or **50-50** payment structures. Refunds may be issued at PHEOWL LTD's discretion, based on the specific terms agreed upon at the time-of-service commencement.

Intellectual Property Rights

All designs, content, and creative works produced by PHEOWL LTD are the property of PHEOWL LTD, unless otherwise stated in a separate agreement. Users are granted a limited, non-transferable license to use the deliverables for their intended purpose, strictly adhering to the terms set forth in this Agreement. Any unauthorized use, modification, or distribution of the deliverables is prohibited.

Confidentiality

PHEOWL LTD is committed to safeguarding the confidentiality of all user information. Any personal, business, or project-related data shared by the user will not be disclosed to third parties without explicit prior consent. This ensures that all sensitive information remains secure and confidential during and after the completion of the project.

User Responsibilities

Users are responsible for providing accurate and complete information throughout the course of the project. This includes ensuring that any third-party materials used are properly licensed for use in the project. Users must also ensure that the information they provide does not infringe upon the intellectual property or rights of any third party.

Limitation of Liability

PHEOWL LTD's liability is strictly limited to the total value of the services provided under the specific agreement. PHEOWL LTD will not be held responsible for any indirect, special, or consequential damages that arise from the use or inability to use its services. Users acknowledge and accept this limitation as part of the terms of this Agreement.

Termination of Services

Either party may terminate the Agreement with written notice if there is a breach of the terms outlined in this document. In the event of termination, the user may be entitled to a partial refund based on the nature of the work completed up to the point of termination. However, refunds are subject to PHEOWL LTD's discretion and the specific conditions outlined in the project agreement.

Dispute Resolution

Any disputes that arise from the interpretation, performance, or breach of this Agreement will be resolved through mediation or arbitration. The dispute resolution process will be conducted in accordance with the laws of England and Wales, and the final decision will be binding upon both parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. Any legal action related to this Agreement will be subject to the jurisdiction of the courts in England and Wales.

Miscellaneous Provisions

This Agreement constitutes the entire understanding between PHEOWL LTD and the User regarding the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the Agreement, and the remainder of the Agreement shall continue in full force and effect. Neither party's failure to exercise or enforce any right or provision of this Agreement shall constitute a waiver of such right or provision. PHEOWL LTD reserves the right to assign or transfer its rights and obligations under this Agreement to any third party, provided that such assignment does not negatively affect the User's rights. The User may not assign or transfer their rights or obligations under this Agreement without prior written consent from PHEOWL LTD.



Rahat Al Meem
CEO & Founder