



# Terms and Conditions

**Effective Date:** 1st January 2025

Welcome to Mogwai Media Ltd. By accessing or using our website, services, or products, you agree to the following terms and conditions. If you do not agree, please refrain from using our services.

## 1. Definitions

- 1.1. "**Services**" refers to all products, creative content, website development, social media management, photography, videography, and any other services offered by Mogwai Media Ltd.
- 1.2. "**Client**" refers to any individual, company, or organisation engaging with our services.

## 2. Services

- 2.1. **Scope of Work:** All services provided will be outlined in a written agreement, proposal, or invoice shared with the Client prior to commencement.
- 2.2. **Revisions:** Each project includes a specific number of revisions, as detailed in the agreement. Additional revisions will incur extra charges.
- 2.3. **Deadlines:** We commit to agreed-upon timelines but are not liable for delays caused by circumstances beyond our control, including but not limited to technical failures or client delays in providing necessary materials.

## 3. Payments

- 3.1. **Fees and Charges:** All fees will be clearly outlined in the agreement. Payment schedules will be specified.
- 3.2. **Payment Terms:** Payments must be made in full within 30 days of the invoice date unless otherwise stated.
- 3.3. **Late Payments:** Late payments may incur interest at 8.75% per day or the maximum amount permitted by law.
- 3.4. **Refund Policy:** Refunds are not available for completed work or services already commenced unless explicitly agreed upon.

## 4. Client Responsibilities

- 4.1. **Provision of Materials:** The Client must provide all necessary content, files, and feedback required to complete the project in a timely manner.
- 4.2. **Accuracy:** The Client guarantees that all information and materials provided are accurate, lawful, and do not infringe on third-party rights.

## 5. Intellectual Property

5.1. **Ownership:** Mogwai Media Ltd retains ownership of all creative content until full payment is received.

5.2. **Licensing:** Upon full payment, the Client will receive a non-exclusive license to use the final product for agreed-upon purposes. Mogwai Media Ltd reserves the right to showcase the work in our portfolio unless otherwise agreed.

5.3. **Third-Party Content:** The Client is responsible for securing permissions or licenses for any third-party content provided for use in the project.

## 6. Confidentiality

6.1. Both parties agree to maintain the confidentiality of all shared information, materials, and trade secrets during and after the term of the engagement.

## 7. Liability and Indemnity

7.1. **Limitation of Liability:** Mogwai Media Ltd is not liable for any indirect, incidental, or consequential damages arising from the use of our services.

7.2. **Indemnity:** The Client agrees to indemnify and hold Mogwai Media Ltd harmless against claims, damages, or expenses arising from their use of our services, including but not limited to copyright or trademark infringement.

## 8. Termination

8.1. Either party may terminate the agreement with written notice of 30 days. 8.2.

**Termination Fees:** If the Client terminates the agreement before completion, fees for work completed up to that point remain payable.

## 9. Changes to Terms

Mogwai Media Ltd reserves the right to update these terms and conditions. Clients will be notified of any changes, and continued use of our services constitutes acceptance of the updated terms.

## 10. Contact Us

For questions or concerns about these terms and conditions, please contact us at:  
Mogwai Media Ltd

Website: [www.mogwaimedia.com](http://www.mogwaimedia.com)

Email: [info@mogwaimedia.com](mailto:info@mogwaimedia.com)

By using our services, you confirm your agreement to these terms and conditions.