

# TERMS & CONDITIONS

## Editing Services Agreement

Effective Date: 26/04/2026 | Version 1.0.1

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These Terms & Conditions (“Agreement”) constitute a legally binding contract between

**Nyaaku Studio** and the “Client” engaging the video editing services. By proceeding with any project, the Client acknowledges and agrees to all terms outlined below.

### 1. Scope of Services

The Editor agrees to provide the following services as outlined in the project brief or invoice:

- Video editing, cutting, and sequencing of provided footage
- Color correction
- Audio mixing, syncing, and noise reduction
- Motion graphics and title card design (where agreed)
- Export and delivery in specified format(s)
- Agreed number of revision rounds

*Any services not listed above are considered out of scope and will be quoted separately.*

### 2. Project Timeline & Delivery

Timelines are agreed upon before project commencement and are confirmed via written communication (email or contract). The Editor will make every effort to meet agreed deadlines, subject to the following:

- The Editor requires all necessary footage, assets, and project details from the Client before work begins.
- Delays caused by late delivery of materials by the Client may result in adjusted delivery dates.
- Rush projects (turnaround under 48 hours) may incur an additional rush fee of 25% of the project total.
- The Editor reserves the right to request a reasonable extension if unforeseen circumstances arise, with prior notice to the Client.

### 3. Payment Terms

#### 3.1 Rates & Invoicing

- Project rates are agreed in writing prior to commencement.

- An invoice will be issued upon project completion or milestone completion, as agreed.
- Accepted payment methods: [Bank Transfer / NEFT / UPI / etc.]
- All prices are exclusive of applicable taxes unless stated otherwise.

### 3.2 Deposits

- To begin the editing process, a 30% advance payment is required. Without this initial payment, the project will be kept on hold. This step helps maintain trust and clarity between both parties.
- For projects exceeding [Rs. 20,000], a non-refundable deposit of 50% of the total project fee is required before work begins. The remaining balance is due upon delivery of the final file.

### 3.3 Late Payments

- Payment is due within 7 days of the invoice date.
- Late payments are subject to a late fee of 15% per week after the due date.
- The Editor reserves the right to withhold delivery of final files until payment is received in full.
- Accounts overdue by 30+ days may be referred to a collections agency.

## 4. Revisions & Amendments

- Each project includes 3 rounds of revisions at no extra charge, unless otherwise stated in the project brief.
- A revision is defined as minor adjustments (e.g., text changes, trim edits, color tweaks). Major structural changes may be treated as a new project scope.
- Additional revision rounds beyond the included allowance will be billed at Rs.500 per round.
- Revision requests must be submitted in a single, consolidated list. Multiple separate requests per revision round may count as additional rounds.

## 5. Client Responsibilities

The Client agrees to:

- Provide all necessary footage, audio, logos, scripts, and other assets in a timely manner.
- Ensure all provided materials are legally owned or licensed for use.
- Review and provide feedback within 3 business days of each draft delivery.
- Appoint a single point of contact to avoid conflicting instructions.
- Communicate clearly and in writing any changes to project scope or direction.

## 6. Intellectual Property & Ownership

### 6.1 Client-Owned Assets

All footage, images, music, and other assets provided by the Client remain the sole property of the Client. The Client warrants that they have full rights to use such materials.

## 6.2 Final Deliverables

Upon receipt of full payment, the Client is granted a non-exclusive, royalty-free license to use the final edited video for agreed purposes. Full copyright transfer (if required) must be negotiated separately.

## 6.3 Editor's Portfolio Rights

Unless otherwise agreed in writing, the Editor reserves the right to display the completed work in their portfolio, showreel, and on social media platforms for promotional purposes.

## 7. Confidentiality

The Editor agrees to keep all Client materials, project details, and business information strictly confidential and will not disclose them to third parties without prior written consent from the Client, except where required by law.

## 8. Cancellations & Refunds

- Cancellations must be communicated in writing.
- If the Client cancels after work has commenced, they are liable for payment of work completed up to the cancellation date.
- The initial deposit is non-refundable in all circumstances.
- If the Editor is unable to complete the project, a proportional refund will be issued for work not yet completed.

## 9. Limitation of Liability

The Editor's total liability to the Client shall not exceed the total fees paid for the project. The Editor is not liable for any indirect, incidental, or consequential damages arising from use of the delivered content, including but not limited to lost revenue, platform penalties, or copyright claims resulting from Client-provided assets.

## 10. Third-Party Music, Assets & Licensing

- If the Editor sources music, stock footage, or other assets on the Client's behalf, any licensing costs will be billed to the Client.
- The Client is responsible for ensuring all third-party assets used are properly licensed for their intended distribution platform(s) (e.g., YouTube, broadcast, commercial use).
- The Editor is not responsible for copyright claims, strikes, or takedowns resulting from Client-provided or Client-approved assets.

## 11. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of INDIA. In the event of a dispute, both parties agree to first attempt resolution through good-faith negotiation. If unresolved, disputes shall be referred to [mediation / arbitration].

## 12. Amendments to These Terms

The Editor reserves the right to update or amend these Terms & Conditions at any time. Clients will be notified of significant changes. Continued engagement with the Editor after notification constitutes acceptance of the updated terms.

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### AGREEMENT & SIGNATURES

By signing below, both parties acknowledge that they have read, understood, and agreed to these Terms & Conditions.

#### EDITOR / SERVICE PROVIDER

Name: **NYAAKU STUDIO**

Date: \_\_\_\_\_

Signature: *Piyush Das*

#### CLIENT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Questions? Contact: [nyaakustudios@gmail.com](mailto:nyaakustudios@gmail.com)

[www.nyaakustudio.in](http://www.nyaakustudio.in)

