realityhouse limited - INVOICE TERMS AND CONDITIONS

1. Application

1.1 These Terms and Conditions shall apply to the provision of the services detailed overleaf ("Services") by realityhouse limited a company registered in England under number 4950745 whose registered office is at 6 Monmouth Place Bath BA1 2AU ("Supplier") to you ("Client") and to the payment of this invoice. No other terms and conditions shall apply to the provision of Services or to this invoice unless agreed upon in writing between the Supplier and the Client.

1.2 The essence of these Terms and Conditions remains the same as those included with the Supplier's quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Fees

3.1 The fees ("Fees") for the Services are set out in the quotation and confirmed in this invoice.

3.2 In addition to the Fees, the Supplier is entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Services. Any such expenses are included in this invoice.

3.3 The Client has agreed to pay the Supplier for any additional services provided by the Supplier that are not specified in the quotation in accordance with the Supplier's current, applicable £125/hour rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. Any such additional services so rendered are detailed and charged for in this invoice.

3.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

4. Quotation and Contract

4.1 The quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).

4.2 The quotation is a contractual offer to provide the Services which the Client has accepted. The Supplier and the Client have entered into a contract for the provision of the Services.

5. Payment

5.1 The Client shall pay the Fees due under this invoice within 30 days of the date of this invoice or otherwise in accordance with any credit terms agreed between the Supplier and the Client. Where it is stated that fees will be taken by Direct Debit these will be taken in 7 days of issue.

5.2 Time for payment is of the essence of the contract between the Supplier and the Client.

5.3 If the Client fails to make payment within the period in sub-Clause 5.1, the Supplier shall charge the Client interest at the rate outlined on www.payontime.co.uk on the amount outstanding until payment is received in full.

5.4 If the Client fails to make payment within the period in sub-Clause 5.1, the Supplier shall have the right to suspend the provision of the Services (where the provision of the Services is ongoing) until payment is received in full.

5.5 Receipts for payment will be issued by the Supplier only at the Client's request.

5.6 All payments must be made in GBP unless otherwise agreed in writing between the Supplier and the Client.

6. Liability and Indemnity

6.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied.

6.2 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.

6.3 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client.

6.4 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

7. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

8. Communications

8.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

8.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) on the tenth business day following mailing, if mailed by airmail.

8.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

9. No Waiver

9.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

10. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

11. Law and Jurisdiction

11.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

11.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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