

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 you ("Supplier") to realityhouse limited a company registered in England under number 4950745 whose registered office is at 6 Monmouth Place Bath BA1 2AU ("Client") and to the payment of your invoice. No other terms and conditions shall apply to the provision of Services or to this purchase order 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 Clients contract with the Supplier. 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 brief and confirmed in this purchase order.

3.2 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 purchase order 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 purchase order 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 outlined in this purchase order on completion of the work to a commercially reasonable standard and on presentation of an invoice including the purchase order number in 30 days.

5.2 The client pay run is on the second Tuesday of each month and where reasonably possible invoices received by the proceeding Friday will be paid. Payment will be made by bank transfer.

5.3 A notification of payment will be made by email where reasonably possible.

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

6. Liability and Indemnity

6.1 The Supplier remains 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 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 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.