



TERMS AND CONDITIONS

(i) Form of Contract

a) These conditions will apply unless an alternative recognised standard Form of Sub-Contract is agreed and accepted by Gemini Limited in writing. These conditions shall be considered as a contract made in England and shall be governed in all respects by English law. The parties to the contract agree to submit to the jurisdiction of the English Courts.

b) All calls will be recorded and monitored as per standard procedure

(ii) Planning Permission & Building Regulation Approval

These are the responsibility of The Client alone.

(iii) Approval of Drawings

Where the estimate provides for the preparation of drawings, these will be submitted by Gemini Limited to The Client within the stated period. The drawings shall be approved within 14 days of the date of issue. If formal notice of approval has not been received within this period, the drawings will be deemed to have been approved. Copyright of drawings is reserved; no part of any drawings can be used for any purpose unless authorised in writing by Gemini Limited.

(iv) Variations

Where there is a change in the scope or specification of works which also includes unforeseen works due to damage that is not seen by the visible eye when estimations are carried out, Gemini Limited will issue a revised price, which must be agreed in writing by The Client prior to commencement.

(v) Access

The Client agrees to permit access to the site of works during normal working hours (8am to 5pm weekdays) unless alternative arrangements are specifically agreed in writing.

(vi) Time for Completion

No date or period for completion shall apply until expressly agreed in writing. Gemini Limited will make every endeavour to deliver and install items in the specification by such date or dates and over such period or periods as are agreed with The Client. However, if the preparation, performance or completion of works is disrupted or delayed by any event, circumstance or cause which is beyond Gemini Limited's control, then the period for completion shall be extended by at least the same period of time as the period of disruption or delay.

(vii) Loss and Expense

If the regular progress of the work is materially affected by any act, omission, or default of The Client or any person for whom The Client is responsible, any loss or expense will be assessed and added to the Contract sum.

(viii) Payment

a) Where no accounts facility exists, a secure payment of 25% of overall amount of works or cost of materials (whichever is greater) must be paid with the order and before works commence this can be paid by debit or credit card.

b) Interim payments will be determined by the cost of the works involved and if applicable will be arranged prior to the start of the works agreed.

c) The balance will become due on the day of completion of works if carried out in a single phase or by instalments if the work is multi-phased. Corporate clients and Partnerships must complete a Credit Application Form and Gemini Limited reserves the right to require full payment before goods are taken to site. The following card charges apply:

(1) Personal credit card charge 2.6% (excluding MasterCard world, this is charged at 3.6% (2) Business credit card 3.66%

d) For holders of an approved account facility, sufficient to cover the credit required, invoices will be issued showing the value owed and all amounts must be paid within 30 days of the invoice date.

e) Retention will always be subject to negotiation and if agreed, will be held in trust and will not exceed 5% of the total Contract sum.

f) If any payment is not received by the due date, Gemini Limited will be entitled to suspend further works immediately and will charge debt recovery/administration fees and interest on the overdue amount at the rate of 8% above Barclays Bank PLC base rate. Payments that continue to be outstanding will be forwarded on to a third party who will act on our behalf to retrieve any outstanding amount.

g) All prices are subject to VAT.

(ix) Ownership of Goods & Services

All services, goods and materials for the works shall remain the property of Gemini Limited until payment for such services, goods and materials has been made in full.

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