

Terms and Conditions

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply made to order worktops to you, which are ordered via our website www.geminiworktops.co.uk, including (where applicable) any related delivery and installation services (collectively "**Products**").
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** Gemini Worktops is a trading name of F Jones (Cleveland) Limited a company registered in England and Wales. Our company registration number is 01627140 and our registered office is Riverside Park Road, Middlesbrough, Cleveland, TS2 1QW.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team on 0333 360 3800, by emailing us at sales@geminiworktops.com or writing to us at Gemini Worktops, The Masons Yard, Ash Lane, Melbourne, York, YO42 4SW.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your quote or order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **How we will accept your order.** Our acceptance of your order will take place upon receipt of the deposit of a value of £300.00 at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Products you have ordered. This might be because the worktops you have ordered (or materials required to make it) are unavailable or out of stock, or because of unexpected limits on the resources we require to fulfil your order. It may also be because we have identified an error in the price or description of the Product you have ordered, or because we are unable to meet a delivery deadline you have specified, or for other reasons.
- 3.3. **Your order number.** We will assign an order number upon acceptance of your order. Please keep this number as we will require it whenever you contact us about your order.
- 3.4. **We only sell to the UK mainland.** Our website is solely for the promotion of our Products in England, Wales and Scotland. Unfortunately, we do not currently accept orders from or deliver to addresses from Northern Ireland or other addresses outside of these areas.

4. **OUR PRODUCTS**

- 4.1. **What our Products include:** Our Products include made to order to measure worktops including template, delivery and installation services as well as related Products including sinks, taps, hobs, accessories and tables.
- 4.2. **All our worktops are made to your specification and order:** Our worktops are designed by choosing your preferred material, type of edges, etc as well as your required dimensions.
- 4.3. **Our Products are bespoke:** Since our worktops are bespoke made to order Products and since they are made from natural materials the images of worktop components and materials on our website are for illustrative purposes only. Although we have made every effort to display the components and colour and texture of materials accurately, we cannot guarantee that such images accurately reflect the colour or texture or appearance of the finished worktop. Your worktop may vary slightly from those images. In addition, although we made every effort to be as accurate as possible, because our Products are bespoke, there may be small differences between any sizes, weights, capacities, dimensions and measurements indicated on our website or stated in your order, to those of the finished Products.
- 4.4. **Our Products may vary from samples:** Variations in colour may be an inherent natural characteristic of the Products that we sell and therefore no guarantee can be given that the colour will not vary from the colour of any sample, nor that your worktop will be free from natural marking, veining or fissures.
- 4.5. **Delivery and Installation service:** Our standard order includes a template, delivery and installation service which will be included in the price quoted by our sales team. However, on rare occasions it may be possible to compete an order as delivery or collection only. If you do not require our template and installation services and wish to opt for delivery only, please let our sales team know and they will deduct the cost of template and installation from your quote. If you choose the delivery only option:
- 4.5.1. we will put your worktop into production following receipt of your order and full payment for the Product based on the information you have provided us;
 - 4.5.2. we will not undertake a template before we start to manufacture your worktop;
 - 4.5.3. we rely on the measurements, plans, specifications, choices and other details you give and it is your responsibility to ensure that all information you have given us is accurate and correct and that the worktop you have chosen is suitable for installation at your site;
 - 4.5.4. you are also solely responsible for arranging for the proper installation of the worktop we deliver to you;
 - 4.5.5. we will not give refunds for, replace or allow you to reject the worktop which has been supplied to you in accordance with the measurements, plans, specifications, choices and other details you gave us unless the worktop is faulty. The Gemini Quartz, Gemini Solid Surface and Gemini Quartz Ultra HD 25 Year Material Warranty does not apply to worktops that are not installed by us or on our behalf.

You may also choose the collection only option, if that is the case, please let our sales team know and we will not charge you for delivery. We will not be liable for any damage to the Product that occurs after collection.

- 4.6. **Accurate measurements of the worktop.** We provide you with a Quotation based on the measurements and requirements you give us. You accept that the total price in your Quotation is subject to confirmation following template/site survey and that the total price may vary following template to reflect exact measurements and any other changes to your order that were made during template.
- 4.7. **Validity of the Quotation.** Any quotation subject to a promotional offer will be valid until the expiry of the promotional offer. All quotation valid dates are shown on the quotation document.
- 4.8. **Sourcing and stock.** Ongoing global supply chain disruptions may impact the procurement and delivery of our raw materials. We will do our very best to minimise the impact on customer orders but in instances where there is a delay, we will offer you an alternative, closest match colour. You may also choose to wait until your material has arrived or choose another material, prices will be confirmed on request.

5. **MATERIAL**

5.1. **GEMINI QUARTZ WORKTOPS:**

- 5.1.1. Colour, Tone and Pattern: Gemini Quartz is considered to be far more consistent in appearance compared to natural stones such as granite and marble. Please note that Gemini Quartz raw material slabs are manufactured in batches where slight variances can occur in colour, tonality, pattern and particle distribution. Samples, swatches and displays should be considered as an indication of appearance only and not an exact match.
- 5.1.2. Composition: Gemini Quartz is a full bodied composition where any colours, pattern or veining run through the full thickness of the material.
- 5.1.3. Veining: Gemini Quartz Marble Collection colours have what we call “veining”. This is where the slabs have natural looking veins running through the material. Please note, as with any natural marble, this veining will not follow through across separate worktop pieces and will highlight any joins in the worktops. We will use our expertise to make this natural effect look as harmonious as possible.
- 5.1.4. Surface finishes: All Gemini Quartz colours come in a polished (high gloss) finish, except certain Industrial Collection colours that come in a textured finish. Fabrication finishes, such as edge profiles, shaping, smooth underside, polished cut outs and grooves will be finished as closely as possible to the surface finish, however, these finishes may look slightly duller / shinier depending on the colour and finish. Small spots (dark, light or coloured), small air holes and feint patches can also occur naturally, and within industry conformity standards (see also 5.1.9 Gemini Quartz Tolerances Table”) are accepted as being part of the unique beauty of organic materials.
- 5.1.5. Mirror particles: Some Gemini Quartz colours have mirror particles mixed within the material. Mirror particle inclusions are listed on the “Need to Know” section on the Gemini Quartz individual colour pages. For a natural sparkle effect, the mirror particles are distributed randomly and does not always face

the surface. Small red spots can occur and where less than 1.5mm in diameter are not considered a fault. Resin is used to fill any small holes where the mirror particle may have detached during the fabrication process.

5.1.6. Overhangs: For large breakfast bar or island overhangs and waterfall end panels, a smooth underside option can be specified as part of your worktops design customization. These will not be the same finish as the surface polish / texture. Gemini Quartz 20/40-100mm breakfast bar or island overhangs and waterfall end panels undersides will have MDF finish unless requested as solid material.

5.1.7. Weight and Accessibility: Gemini Quartz is heavy and weighs approximately 75kg/m² for 30mm thickness and 50kg/m² for 20mm thickness. Please also note that worktops sizes will be dependent on access to your kitchen and unit support.

5.1.8. Joins: Unless specified Gemini Quartz worktop pieces longer than 3200mm or wider than 1600mm will require a join. Where Gemini Worktops are responsible for installation, joins will be fitted to professional standards using colour matching glues and will be approximately 2-3mm wide. Joins in Gemini Quartz will be visible to the naked eye. The exact positions of joins, as well as other design customization such as sink cut outs will be confirmed by the templater during the Template and Site Survey.

5.1.9. Gemini Quartz Tolerances Table:

	Gemini Quartz
Worktops Glued Join	2mm +/- 1mm
Upstands / Splashback / Cladding Silicone Join	1mm +/- 1mm
Upstands / Splashback / Cladding Glued Join	2mm +/- 1mm
Gaps between worktops and walls	4mm +/- 2mm
Gaps between worktops and tall housing	2mm +/- 1mm
Gaps between upstands and walls	4mm +/- 2mm
Gaps between cladding and wall units	4mm +/- 2mm
Gaps between splashback and extractor	4mm +/- 2mm
Overhang on units – consistency from carcass	+/- 2mm
Overhang on end panels – consistency from carcass	+/- 2mm
Overhang on internal corner posts	10mm +/- 2mm
Overhang on external corner posts	10mm +/- 2mm
Overhang on undermount sinks	4mm +/- 2mm
Overhang on window cills	5mm +/- 2mm
Overhang on breakfast bars 20mm	Max 300mm +/-5mm

Overhang on breakfast bars 30mm	Max 300mm +/-5mm
Material pitting size conformity tolerance	<1.5mm diameter
Material contaminants size conformity tolerance	<1.5mm diameter

5.2. GEMINI SOLID SURFACE WORKTOPS:

- 5.2.1. Colour, Tone and Pattern: Gemini Solid Surface is considered to be far more consistent in appearance compared to natural stones such as granite and marble. Please note that Gemini Solid Surface raw material sheets are manufactured in batches where slight variances can occur in colour, tonality, pattern and particle distribution. Samples, swatches and displays should be considered as an indication of appearance only and not an exact match.
- 5.2.2. Composition: Gemini Solid Surface is a full bodied composition where any colours, pattern or veining run through the full thickness of the material. The pattern and veining will be more prevalent and obvious towards the surface of the material when viewing the profile thickness. Where possible we will rebate edge profiles on colours with pattern and veining to keep the worktops visual effect as harmonious as possible.
- 5.2.3. Veining: Gemini Solid Surface Marble Collection colours have what we call “veining”. This is where the slabs have natural looking veins running through the material. Please note, as with any natural marble, this veining will not follow through across separate worktop pieces and will highlight any joins in the worktops. We will use our expertise to make this natural effect look as harmonious as possible.
- 5.2.4. Surface finish: The standard final finish to which Gemini Solid Surface Worktops are sanded is a 360 grit, (it leaves the factory with a 360 grit finish and then Gemini Worktops apply a final finish once the tops are in situ). The 360 grit finish is a matt finish and helps to prevent the appearance of marks and scratches on the surface. The darker Gemini Solid Surface colours will show wear and tear, scratches and marking more than the lighter colours.
- 5.2.5. Joins: Unless specified Gemini Solid Surface worktop pieces longer than 3200mm or wider than 760mm will require a join. The joins in Gemini Solid Surface worktops will be seamless and inconspicuous. The joins will not be invisible.
- 5.2.6. Straight Upstands; If upstands are required these can only be manufactured in straight lines, therefore if they are fixed back to a wall that is not straight and true gaps will be evident in places which should be filled using decorators caulk.
- 5.2.7. Coved Upstands; Where coved upstands are specified, these are fabricated in Gemini Worktops’ factory and are fitted to the back of the worktops in the factory and will be fitted so that they run in a straight line. Gemini Worktops cannot fabricate and install curved upstands or upstands that are scribed to the wall. This will mean that there will be gaps at the back of the upstands

which will require filling with decorators caulk. The size of the gap will be dependent on how true the walls are compared to the upstands.

5.2.8. Overhangs: Gemini Solid Surface edge undersides upto 50mm, breakfast bar or island overhangs and waterfall end panels undersides will have MDF finish unless requested as solid material.

5.2.9. Weight and Accessibility: Gemini Solid Surface is heavy and weighs approximately 35kg/m². Please also note that worktops sizes will be dependent on access to your kitchen and unit support.

5.2.10. Thermal Insulation tape is included around hob cut outs as to standard to prevent heat conduction through the surface.

5.2.11. Gemini Solid Surface Tolerances Table:

	Gemini Solid Surface
Worktops Glued Join	Seamless
Straight Upstands / Splashback / Cladding Silicone Join	1mm +/- 1mm
Straight Upstands / Splashback / Cladding Glued Join	2mm +/- 1mm
Coved Upstands / Splashback / Cladding Glued Join	Seamless
Gaps between worktops and walls	4mm +/- 2mm
Gaps between worktops and tall housing	2mm +/- 1mm
Gaps between upstands and walls	4mm +/- 2mm
Gaps between cladding and wall units	4mm +/- 2mm
Gaps between splashback and extractor	4mm +/- 2mm
Overhang on units – consistency from carcass	+/- 2mm
Overhang on end panels – consistency from carcass	+/- 2mm
Overhang on internal corner posts	10mm +/- 2mm
Overhang on external corner posts	10mm +/- 2mm
Overhang on undermount sinks	4mm +/- 2mm
Overhang on window cills	5mm +/- 2mm
Overhang on breakfast bars 20mm	Max 200mm +/-5mm
Overhang on breakfast bars 30mm	Max 300mm +/-5mm

5.3. GEMINI QUARTZ ULTRA HD WORKTOPS:

- 5.3.1. Colour, Tone and Pattern: Gemini Quartz Ultra HD is considered to be far more consistent in appearance compared to natural stones such as granite and marble. Please note that Gemini Quartz raw material slabs are manufactured in batches where slight variances can occur in colour, tonality, pattern and particle distribution. Samples, swatches and displays should be considered as an indication of appearance only and not an exact match.
- 5.3.2. Composition: Gemini Quartz Ultra HD is a printed surface using 5D nanotechnology that is absorbed into the quartz surface to a depth of approximately 1mm. The material is not a full bodied composition where the pattern and colour runs through the full thickness of the material. Design Options including Edge profiles, Cut Outs and Shaping will show the base quartz colour.
- 5.3.3. Veining: Gemini Quartz Ultra HD Marble Collection colours have what we call “veining”. This is where the slabs have natural looking veins running through the material. Please note, as with any natural marble, this veining will not follow through across separate worktop pieces and will highlight any joins in the worktops. We will use our expertise to make this natural effect look as harmonious as possible. If “pattern matching”, or “bookmatching” is possible on your Gemini Quartz Ultra HD design, we will agree this with you in writing on your quotation and order confirmation documents.
- 5.3.4. Surface finishes: All Gemini Ultra HD Quartz colours come in a polished (high gloss) finish. Fabrication finishes, such as edge profiles, shaping, smooth underside, polished cut outs and grooves will be finished as closely as possible to the surface finish, however, these finishes may look slightly duller / shinier depending on the colour and finish (see also 5.3.2 Composition). Small spots (dark, light or coloured), small air holes and faint patches can also occur naturally, and within industry conformity standards (see also 5.3.8 Gemini Quartz Tolerances Table”) are accepted as being part of the unique beauty of organic materials.
- 5.3.5. Overhangs: For large breakfast bar or island overhangs and waterfall end panels, a smooth underside option can be specified as part of your worktops design customization. These will not be the same finish as the surface polish / texture. Gemini Quartz Ultra HD 20/40-100mm breakfast bar or island overhangs and waterfall end panels undersides will have MDF finish unless requested as solid material.
- 5.3.6. Weight and Accessibility: Gemini Quartz Ultra HD is heavy and weighs approximately 50kg/m² for 20mm thickness. Please also note that worktops sizes will be dependent on access to your kitchen and unit support.
- 5.3.7. Joins: Unless specified Gemini Quartz Ultra HD worktop pieces longer than 3200mm or wider than 1600mm will require a join. Where Gemini Worktops are responsible for installation, joins will be fitted to professional standards using colour matching glues and will be approximately 2-3mm wide. Joins in Gemini Quartz Ultra HD will be visible to the naked eye. The exact positions of joins, as well as other design customization such as sink cut outs will be confirmed by the templater during the Template and Site Survey.
- 5.3.8. Gemini Quartz Ultra HD Tolerances Table:

	Gemini Quartz
Worktops Glued Join	2mm +/- 1mm
Upstands / Splashback / Cladding Silicone Join	1mm +/- 1mm
Upstands / Splashback / Cladding Glued Join	2mm +/- 1mm
Gaps between worktops and walls	4mm +/- 2mm
Gaps between worktops and tall housing	2mm +/- 1mm
Gaps between upstands and walls	4mm +/- 2mm
Gaps between cladding and wall units	4mm +/- 2mm
Gaps between splashback and extractor	4mm +/- 2mm
Overhang on units – consistency from carcass	+/- 2mm
Overhang on end panels – consistency from carcass	+/- 2mm
Overhang on internal corner posts	10mm +/- 2mm
Overhang on external corner posts	10mm +/- 2mm
Overhang on undermount sinks	4mm +/- 2mm
Overhang on window cills	5mm +/- 2mm
Overhang on breakfast bars 20mm	Max 200mm +/-5mm
Material pitting size conformity tolerance	<1.5mm diameter
Material contaminants size conformity tolerance	<1.5mm diameter

5.4 GEMINI GRANITE WORKTOPS:

- 5.3.1. 5.4.1 Colour, Tone and Pattern: Because Granite is a natural material it will vary from block to block as it is quarried. All samples or showroom tops we provide are there as a guide only and cannot be a sample for a like for like sales basis.
- 5.3.2. Composition: Granite is a full bodied composition where any colours, pattern or veining run through the full thickness of the material.
- 5.3.3. Pitting: Depending on the Granite chosen many granites show a pitted surface which is part of the material and is not a defect. Some types of Granite are surface filled with a resin; again this is a typical process and is not deemed a fault.
- 5.3.4. Veining: Please note, where veining may be a feature of the chosen granite, it will not follow through across separate worktop pieces and will highlight any joins in the worktops. We will use our expertise to make this natural effect look as harmonious as possible.

- 5.3.5. Surface finishes: where a granite colour comes in a textured finish, design options such as edge profiles, shaping, smooth underside, polished cut outs and grooves will be finished as closely as possible to the surface finish, however, these finishes may look slightly duller / shinier depending on the colour and finish.
- 5.3.6. Overhangs: For large breakfast bar or island overhangs and waterfall end panels, a smooth underside option can be specified as part of your worktops design customization. These will not be the same finish as the surface polish / texture.
- 5.3.7. Weight and Accessibility: Gemini Granite is heavy and weighs approximately 100kg/m² for 30mm thickness and 75kg/m² for 20mm thickness. Please also note that worktops sizes will be dependent on access to your kitchen and unit support.
- 5.3.8. Joins: Unless specified Gemini Granite worktop pieces longer than 2700mm or wider than 1600mm will require a join. Upstands will require joins longer than 1800mm. Where Gemini Worktops are responsible for installation, joins will be fitted to professional standards using glues and resins and will be approximately 2-3mm wide. Joins in Gemini Granite will be visible to the naked eye. Some granite joins will require a small bevel to remove the “splintering” effect where the granite has been cut, this may enlarge the overall appearance of the join. The exact positions of joins, as well as other design customization such as sink cut outs will be confirmed by the templater during the Template and Site Survey.
- 5.3.9. Hob and Sink Rails: to maintain the strength of a worktop where there is a hob or sink cut out a minimum width of 60mm material is required.
- 5.3.10. Gemini Granite Tolerances Table

	Gemini Granite
Worktops Glued Join	2mm +/- 1mm
Upstands / Splashback / Cladding Silicone Join	1mm +/- 1mm
Upstands / Splashback / Cladding Glued Join	2mm +/- 1mm
Gaps between worktops and walls	4mm +/- 2mm
Gaps between worktops and tall housing	2mm +/- 1mm
Gaps between upstands and walls	4mm +/- 2mm
Gaps between cladding and wall units	4mm +/- 2mm
Gaps between splashback and extractor	4mm +/- 2mm
Overhang on units – consistency from carcass	+/- 2mm
Overhang on end panels – consistency from carcass	+/- 2mm
Overhang on internal corner posts	10mm +/- 2mm

Overhang on external corner posts	10mm +/- 2mm
Overhang on undermount sinks	4mm +/- 2mm
Overhang on window cills	5mm +/- 2mm
Overhang on breakfast bars 20mm	Max 200mm +/-5mm
Overhang on breakfast bars 30mm	Max 300mm +/-5mm
Hob and sink rails	Min 60mm
Material pitting size conformity tolerance	<1.5mm diameter
Material contaminants size conformity tolerance	<1.5mm diameter

6. **YOUR RIGHTS TO MAKE CHANGES**

- 6.1. **When you can make changes to your order:** Once you have submitted your order, it is possible to make changes which are necessary as a consequence of the findings of the template we undertake before putting your worktop into production, or which are requested prior to, or when the template takes place. However, once you have confirmed the details of your final order following the template, your worktop will be put into production and it will not thereafter be possible to change your order.
- 6.2. **How to request changes to your order:** If you wish to make a change to the Product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Products, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. **OUR RIGHTS TO MAKE CHANGES**

- 7.1. **Minor changes to the Products:** We may make small changes to the Products you have ordered:
- 7.1.1. to reflect any findings occurred during a template. For example, we may make small adjustments to the dimensions given in your original order.
 - 7.1.2. to reflect changes in relevant laws and regulatory requirements; and
 - 7.1.3. to implement minor technical adjustments and improvements to any Product.
 - 7.1.4. **More significant changes to the Products:** We may need to make more significant changes to the Product you have ordered as a result of a template. However, if we need to do this we will notify you and you will then be asked to confirm whether you wish to proceed with the amended Product order.

8. **TEMPLATE OF YOUR WORKTOP**

- 8.1. **Booking your template date:** Once you are happy with the quotation we have sent you and paid the deposit, you will be requested to book a template date through our online [Customer Portal](#). We will do our best to accommodate your preferred template appointment date, however, appointment dates are subject to availability in our diary

system and cannot be guaranteed. In addition, we sometimes need to change appointment dates due the non-availability of our template teams or factors beyond our control. If, for any reason, we need to change your template date, we will contact you to agree a new template date.

- 8.2. **Confirming or changing your template appointment:** Once the template appointment is booked, we will confirm in writing the details of your appointment. If you need to change the date of your template appointment, please notify us as soon as possible and at least 48 hours before your template appointment date. Otherwise you will be charged £180.00 to re-arrange a template date.
- 8.3. **Cancelling your template:** If you change your mind and wish to cancel your order please refer to section 10.1 below.
- 8.4. **After the Template:** Following the template, we will send you a final price that will reflect any additions you may have chosen or any findings occurred during template. You must check the details carefully to ensure they are correct. Minor changes to the template may be possible at this stage, subject to approval. Any major changes e.g. changing Design Options such as Edge Profiles, will require a re-template that will be chargeable at £300.00. At this stage you will be required to make payment of the remaining balance of your order. If you do not wish to proceed with your order after template, please refer to Section 10.2 below.
- 8.5. **Aborting template:** If your template has to be aborted due to kitchen not being ready a fee of £180.00 will be charged on the account. If a template is aborted due to old worktops not being removed a fee of £180.00 will be charged on your account.

9. **DELIVERY AND INSTALLATION OF YOUR WORKTOP**

- 9.1. **Delivery and installation costs.** We will both deliver and install your worktop and so the costs of delivery and installation will be included in the total price given to you when you place your order. We will contact you after your template has been completed to arrange a delivery and installation date. Please note that if you do not require our installation services, you will be responsible for installation of your worktop.
- 9.2. **Delivery date:** We will always do our best to accommodate your preferred delivery and (if applicable) installation date. However, delivery and (if applicable) installation dates are subject to availability in our diary system. In addition, we sometimes may need to change delivery and installation dates due the non-availability of personnel or factors beyond our control. If, for any reason, we need to change your delivery and/ or installation date we will contact you to agree a new date. Provided we do this we will not be liable for delays to delivery and/ or installation caused by events beyond our reasonable control.
- 9.3. **Your responsibilities in relation to delivery and installation:** For delivery and installation, you must ensure that somebody is at your premises on any agreed date and that we are able to access the property to complete delivery and installation. You must also ensure that the premises are prepared for installation of your worktop. Our template and installation guidelines will be sent to you via email when we book your template appointment.
- 9.4. **If we are not able to deliver your worktop:** If no one is available at your address to take delivery of your worktop, we will notify you informing you of how to rearrange delivery and (if applicable) installation. If you do not rearrange delivery, we will contact you for further instructions and may charge you for storage costs and any further

delivery and (if applicable) installation costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 12 will apply.

- 9.5. **If we are unable to install your worktop:** If we are able to deliver your worktop, but we are unable to install it due to some failing on your part, we may charge you additional costs incurred by us as a result.
- 9.6. **Reasons we may suspend the supply of Products to you.** We may have to suspend the supply of a Product to:
- 9.6.1. deal with technical problems or make minor technical changes;
 - 9.6.2. update the product to reflect changes in relevant laws and regulatory requirements;
 - 9.6.3. make changes to the Products as requested by you or notified by us to you (see clause 5).
- 9.7. **Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one (1) month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 9.8. **We may also suspend supply of the Products if you do not pay.** If you do not pay us for the Products when you are supposed to (see clause 13.3) and you still do not make payment within fourteen (14) days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products.
- 9.9. **We are not responsible for other trade service costs.** Trades should not be arranged based on the dates provided by Gemini. Customers should only arrange other trade services after satisfactory completion of their order. We therefore cannot cover costs for cancelled visits from other trades due to delays.

10. **IF YOU CHANGE YOUR MIND ABOUT YOUR ORDER**

- 10.1. **If you change your mind about the Product prior to template.** If you change your mind and cancel your order at least 7 days prior to template, we will refund your deposit in full. If you change your mind and cancel your order within 7 days prior to template, you will be liable to pay for the full value of the order on the quotation. This is because we have already purchased the stock for your Product, and allocated the labour and resources to fulfil the template, fabrication, delivery and installation of the Product.
- 10.2. **If you change your mind about the Product following template but prior to confirming your order.** If you change your mind about the Product following the template appointment and wish not to proceed with your order, we will cancel your order, however, you will be liable to pay the full value of the order on the quotation. This is because we have already purchased the stock for your Product, and allocated the labour and resources to fulfil the template, fabrication, delivery and installation of the Product.

10.3. **How to end your contract with us if you change your mind:** If you wish to end your contract with us as permitted above, you must let us know as soon as possible by contacting us on 0333 360 3800 or email us at sales@geminiworktops.com. Please provide your name, home address, details of the order and, your phone number and email address.

10.4. **If you change your mind about accessories and appliances ordered.** Returns policies for ancillary products (such as sinks, taps, and sockets) and appliances (such as cooktops, waste disposal and lighting) will be set by the supplier. In some cases a return restocking fee will be applied that must be covered by the customer. It is the customers' responsibility to ensure that items are checked immediately on receipt and that any returns are not damaged in transit

11. **YOUR RIGHTS IF THERE IS A PROBLEM WITH THE PRODUCT**

11.1. **Summary of your legal rights.** We are under a legal duty to supply Products that are in conformity with this contract. If you want detailed information about your key legal rights, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

11.2. **If the Products you have bought are faulty,** you may have a legal right to end the contract (or to get the Product repaired or replaced or to get some or all your money back).

11.3. **How to tell us about problems.** If you have any questions or complaints about the Product you have purchased, please contact us on 0333 360 3800 or email us at sales@geminiworktops.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

12. **WARRANTIES**

12.1. We are under a legal duty to supply products that are in conformity with this contract. In addition to your legal rights in relation to Products that we supply:

12.1.1. Gemini Quartz, Gemini Solid Surface and Gemini Quartz Ultra HD worktops that we install have the benefit of our 25 Year Material Warranty – further detail [[here](#) – insert link];

12.1.2. Installation and fabrication services that we provide in relation to Gemini Quartz, Gemini Solid Surface and Gemini Quartz Ultra HD worktops have the benefit of the Gemini Worktops 5 Year Installations Warranty – further detail [[here](#) – insert link].

12.1.3. Sinks, taps and other accessories are warranted from the respective supplier. We will assist you to find this information from the supplier's websites.

12.2. In relation to Products and service not covered by the warranties referred to in clauses 12.1.1 and 12.1.2, the provisions of 12.3 to 12.6 shall apply. Nothing in these terms affects your legal rights. For detailed advice about your key legal rights, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

12.3. **Gemini Worktops warrants that:**

12.3.1. The Products shall be supplied in accordance with the terms of the order; and

- 12.3.2. The Products will on delivery, be free from material defects in design, material or workmanship; and
- 12.3.3. The Products will be provided using reasonable skill and care.
- 12.4. **In case of any problems with the Products**, we shall, at our option, either repair or replace any defective Products which are not in conformance with the warranties above, or re-perform any defective Products which are not in conformance with the warranties above, or refund the price paid for any such defective Products, provided that:
 - 12.4.1. You give us notice in writing within a reasonable time of discovery that the Products do not comply with the warranties set out above;
 - 12.4.2. We are given a reasonable opportunity of examining any such Products; and
 - 12.4.3. you (if asked to do so by us) return any such Products to Gemini Worktops' place of business.
- 12.5. **We shall not be liable for the failure of any Products to comply with the warranties above if:**
 - 12.5.1. the defect arises because you have failed to comply with the terms of this order;
 - 12.5.2. the defect arises because you have failed to comply with or follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products;
 - 12.5.3. We have expressly stated that the defect in question should not be regarded as a defect or fault;
 - 12.5.4. the defect arises as a result of us following any drawing, design, specification or instructions supplied by you;
 - 12.5.5. You (or any third party) alters or repairs such Products without our written consent;
 - 12.5.6. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 12.5.7. the Products were not supplied in accordance with the terms of the order as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 12.6. The terms of these conditions shall apply to any repaired or replacement Products supplied by us pursuant to this clause 12 or otherwise.

13. **CARE AND MAINTENANCE**

The care and maintenance guidelines for all our Products are available on our website. These guidelines must be adhered to if the worktops are to remain in a pristine condition over time. Gemini Worktops will accept no responsibility or consider any remedial work if these guidelines have not been followed.

14. **YOUR OBLIGATION TO RETURN REJECTED PRODUCTS**

If you wish to exercise your legal rights to reject products, we may require you to return the Products to us or to allow us to collect it. We will discuss this with you when you notify us of a problem.

15. **OUR RIGHTS TO END THE CONTRACT**

15.1. **We may end the contract if at any time by contacting you if:**

15.1.1. you do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due;

15.1.2. you have placed an order and you do not, within a reasonable time, allow us to access your premises to deliver the Products, carry out a template and/ or to install your Product

15.2. **If we end the contract** in the situations set out in clause 12.1 we will refund any money you have paid in advance for the Products we have not provided but we may deduct or charge you a reasonable amount to cover the following:

15.2.1. any costs we have already incurred in carrying out a template before the contract is brought to an end; and/ or

15.2.2. any costs we have incurred in attempting to visit your premises to carry out a template or to deliver or install the Products, where we are unable to carry out the template or to deliver or install goods;

15.2.3. any costs we incur in storing Products where we have been unable to deliver them to you; and/ or

15.2.4. the cost or wasted labour and materials if the contract is ended after we have commenced production of your worktop; and/ or

15.2.5. any other costs we have incurred (or will incur) as a result of your breaking the contract.

15.3. **We may end the contract following a template:** We may cancel our contract with you if our template team concludes after carrying out our template, that we are unable to supply a suitable product for installation at your premises, which meets your requirements. If we end the contract in this situation, we will retain the deposit you paid on placing your order as this is calculated to reflect our reasonable costs incurred in preparing for and carrying out the survey.

16. **PRICE AND PAYMENT**

16.1. **Where to find the price for the Products.** The price of the Products (which includes VAT) will be the price indicated on the order confirmation when you placed your order. We take reasonable care to ensure that the price of the Products advised to you is correct. However please it is possible that despite our best efforts, the Products may be incorrectly priced.

16.2. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Products' correct price at your

order date is less than our stated price at your order date, we will charge the lower amount. If the Products' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.

16.3. **When you must pay and how you must pay: Kitchen Worktops.** If you are happy with the quote provided and wish to proceed with your order, we will take a £300.00 deposit from you to secure the template appointment. The cost of the deposit is calculated to reflect our reasonable costs in planning and undertaking the template. After we have completed the template you will then be sent further confirmation of your order (including any modifications of the order arising from the template) and you will be asked to pay the remaining balance of the price for your Products in order for us to proceed with the fabrication of your order and book an installation appointment. Payment can be made by bank transfer or over the phone to our sales team. We accept payment with all major debit and credit cards or where applicable you may apply for any consumer finance products we offer.

16.4. **When you must pay and how you must pay: Sinks, Taps, Hobs and Accessories.** Sink, Taps and Accessories will require payment in advance of delivery before your requested template date. We will notify you of the requested payment dates in order for you to receive delivery in advance of your template date. Payment can be made by bank transfer or over the phone to our sales team. We accept payment with all major debit and credit cards or where applicable you may apply for any consumer finance products we offer.

17. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

17.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability: (i) for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) for fraud or fraudulent misrepresentation; (iii) for breach of your legal rights in relation to the Products including the right to receive the Products which are: a) as described to you; b) of satisfactory quality; c) fit for any particular purpose made known to us; d) supplied with reasonable skill and care and, where installed by us, correctly installed; and e) for defective products under the Consumer Protection Act 1987.

17.3. **When we are liable for damage to your property.** If we are responsible for providing services (such as template and installation) in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing these services.

17.4. **We are not liable for business losses.** We only supply the Products via this website for domestic and private use. If you use the Products for any commercial, business or

re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

18.1. **How we will use your personal information.** We will use the personal information you provide to us:

18.1.1. to supply the Products to you;

18.1.2. to process your payment for the Products; and

18.1.3. if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

18.2. **We never share information with third parties.** We will only give your personal information to third parties where the law either requires or allows us to do so.

19. **OTHER IMPORTANT TERMS**

19.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

19.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if we give any guarantee in relation to any Product you have purchased, you may transfer our guarantee to a person who has acquired the Product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

19.3. **Nobody else has any rights under this contract (except someone you pass a guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 16.2 in respect of any guarantee we give in relation to a Product. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

19.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

19.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in

respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

- 19.7. **Updates to these terms and conditions.** We may revise these terms and conditions from time to time. The terms and conditions which will apply to your contract with us will be the terms and conditions which were in force at the time that you placed your order with us. Please check these terms and conditions each time you place an order with us. These terms and conditions were last updated on 1 Sept 2023.