

1ST DIBBS STANDARD TERMS & CONDITIONS

1. ACCEPTANCE

Our quotations are not an offer and 1st DIBBS is not bound by your order until we accept it, by either express acceptance or acceptance of payment.

2. OUR OBLIGATIONS

1st DIBBS will carry out the works in accordance with:

- the plans and specifications agreed; and
- the law.

3. ACCESS AND SAFETY

You are required to provide 1st DIBBS staff and contractors clear and safe access at all times to carry out works. Any damage to the site and surroundings and any costs resulting from insufficient or poor access will be your responsibility.

4. TERMS OF PAYMENT

- Unless you have an account with 1st DIBBS or unless agreed otherwise you must pay a deposit equal to twenty per cent (20%) of the total quoted price or the maximum sum allowed by statute (if applicable), before 1st DIBBS will proceed with your works.
- Progress payments may be requested by 1st DIBBS during the works. If these payments are not made by the due dates, 1st DIBBS may cease the works until payment has been made.
- The balance of the order price must be paid within 7 days of completion of the work and 1st DIBBS reserves the right to charge interest on any payments or balance overdue at 18% per annum calculated on a daily basis.

5. PAYMENT ON CESSATION OF WORKS

If the works are ceased for any reason, you are responsible for payment to 1st DIBBS of the price of work carried out to the day the works are ceased.

6. DEBT COLLECTING COSTS

You must pay any debt collecting costs 1st DIBBS incurs while attempting to recover an overdue payment from you.

7. OUR WARRANTY

1st DIBBS will carry out the works in a good and workman like manner. In addition to your rights under law 1st DIBBS warrants that the works and materials supplied are free from defects at the time the works are completed.

You must make any complaint concerning non-conforming goods or workmanship to 1st DIBBS in writing within three (3) days of completion, otherwise all works will be deemed to be fully in accordance with your requirements as per your quote or order and no claim may be made by you against 1st DIBBS.

If during the first three (3) months after delivery or completion of the works (whichever is the later), there appears to be any defect in workmanship or material which could not have been reasonably discovered upon delivery or completion, then 1st DIBBS will, at its option either repair or replace the defective goods.

Subject to law 1st DIBBS does not have to remedy:

- any problem caused by misuse, abuse, wear and tear, normal shrinkage or movement;
- equipment or materials made by others; or
- any defects in, or problem caused by work, materials or equipment supplied by you.

8. DELAYS

1st DIBBS is not responsible or liable for any delay caused by something beyond our control including failure by you to:

- make a selection; or
- give reasonable access to the site.

9. UNFORSEEN CIRCUMSTANCES

1st DIBBS is not responsible for any problem with the site that is only revealed when carrying out the works.

1st DIBBS will provide a quote for the variation of the works required to fix the issue. If you do not agree to the quote then we reserve the right to cease the works.

10. SUBCONTRACTING

1st DIBBS may subcontract any part of or the whole of the works. You must not give instructions to or make inquiry of 1st DIBBS subcontractors or workers.

11. RISK

All materials are at your risk once delivered to the site.

12. TITLE

Title in the goods will pass to you only when the order has been paid in full and you hereby authorise 1st DIBBS to enter the site to remove and recover the goods in the event that you fail to pay for them or you commit any act of bankruptcy or insolvency.

13. CANCELLATION

If you cancel an order, wholly or partly, you must pay to 1st DIBBS the price of the works carried out to the day the order is cancelled as well as any costs and expenses incurred as a result of your cancellation. No goods may be returned for credit without our written agreement.

14. COPYRIGHT

1st DIBBS owns all copyright in the works, plans, specifications and drawings created by us. If you give 1st DIBBS any document that infringes on anyone else's copyright, you indemnify 1st DIBBS against all claims and costs.

15. JOINT AND SEVERAL LIABILITY

If there is more than one of you then:

- all your obligations are joint and several;
- 1st DIBBS only has to give notices to one of you; and
- only one of you need to accept a quote or sign a notice, and then all are bound.

16. SEVERANCE

Any part of these terms and conditions, which is or becomes void or unenforceable will be severed so that all other terms and conditions remain in full force and effect.

17. AMENDMENT

This Agreement, and any terms and conditions may be amended periodically by 1st DIBBS and the amended document posted to our website. The amended Terms and Conditions shall automatically be effective from the earlier of:

- 7 days after they are initially posted on the site; or
- 7 days of Notice being given to you.

Your continued use of the Site or the Services will mean that you accept unconditionally any amendments made. These Terms and Conditions were last updated on 6th April 2018.