



Terms & Conditions

Millbank Tower
1st Floor Citibase
21-24 Millbank
SW1P 4QP, London
United Kingdom

Registered in England No.
12142924

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In these conditions, “DDC London” means DDC London Limited, First Floor (Citibase), Millbank Tower 21-24, Millbank, London, SW1P 4QP and its successors in title or assigns. The “Customer” means the person, firm, or company placing an Order with DDC London.

1 Typical Program Dates



2 Insurance

Our standard insurance provides £5.000.000 Public and Product Liability, £10.000.000 Employer’s Liability, and £2.000.000 Professional Indemnity under English Law. If additional cover is required above our standard, this will be subject to extra costs and will not be covered by us.

3 Orders

All Orders are accepted subject to the following terms and conditions, which shall prevail over any conflicting terms and conditions of the Customer unless otherwise specifically agreed in writing by DDC London. Acceptance of any Order or Estimate from DDC London shall be deemed to be an acknowledgement that any endorsed, annexed, or contained terms or conditions that in any way or manner seek to revise, amend, or supersede DDC London’s terms and conditions shall not apply unless explicitly agreed by DDC London in writing. Consequently, any Order placed with DDC London is deemed to create a binding Agreement between DDC London and the Customer incorporating these terms and conditions, whether expressly accepted or otherwise.

Due to the nature of DDC London’s products and services, it is not always possible to specify comprehensive details of the product and/or service and requirements clearly on an Order acknowledgement. Consequently, these will not be issued. The Customer is responsible for specifying its requirements clearly on its Order. Full details of DDC London’s interpretation of the Customer’s requirements will be available on request. If not so requested, the Customer shall not be entitled to reject the product or service provided by DDC London on the basis that it is not as ordered unless there is an obvious difference between the Order and the product or service supplied.

4 Cancellation

Cancellation of any Order will only be accepted without charge provided that no site survey, design, and drawing has been done, nor any materials ordered which cannot be cancelled without cost to DDC

London. Work carried out prior to cancellation will be charged on a quantum meruit basis. Furthermore, the cancellation shall not be accepted on any Order which has been substantially completed.

5 Site Survey

- 5.1 The Customer or a representative must be on site on the survey day to provide information regarding the project and the requirements.
- 5.2 A 1-meter line datum will be required on each floor as a reference point; please make sure to mark the line before our engineers arrive on site.
- 5.3 Squared finished walls position need to be marked before our engineers arrive on site.
- 5.4 The area must be clear from any hazards to allow our engineers to measure without any distraction.
- 5.5 For any cancellation, please inform us at least before 24 hours.

If you require any information, please contact DDC London.

6 Terms of Estimate

Any estimate submitted (unless otherwise expressly stated) is conditional upon acceptance in writing by the Customer within ninety days of submission and may be liable to be withdrawn or altered without notice at any time before acceptance.

All estimates are based on work as completed in one visit within normal working hours. Any waiting time, expenses, additional visits, or overtime that is instructed, requested, or made necessary by others for any reason shall be charged additionally.

7 Deliveries & Installations

- 7.1 Delivery and installation dates are given in good faith. Still, they are approximations, and no liability or blame will be accepted in the event of late delivery caused by circumstances beyond DDC London's immediate control.
- 7.2 Delivery & installation will normally be made by DDC London or its agents to the Customer. Delivery to the site will only be affected by special arrangements between DDC London and the Customer for which DDC London reserves the right to make additional charges.
- 7.3 All goods should be examined by the Customer immediately after completing installation. The signature by the Customer, its employee, or its agent on the "**Handover Checklist and Completion Certificate**" will be deemed to constitute the Customer's acceptance of the goods in expected

condition and in conformance to all respects of the Order. Should any defect be found in the product, DDC London must be notified in writing within three days of installation.

8 Before installation

- 8.1 If required, parking should be made available close to the site for a large van.
- 8.2 Scaffolding, I-barding, or screens higher than 2 meters required in the erection and finishing of staircases. At this stage, it has been assumed that the provision, alteration, and adaptation of scaffolding is at the Customers' expense.
- 8.3 If your floor is being kept, DDC London will not be liable for any damage if the owner chooses to leave it in place during work being carried out. Although we will always make an effort to preserve any existing floors, damage to the floor is occasionally inevitable during the installation process.
- 8.4 The Customer should also cover any other items of furniture/flooring around the working area to avoid damage. DDC London will not be held responsible for any damage to exposed flooring, carpets, or furniture, including footprints, adhesives, sealants, dents, scratches, or chips.
- 8.5 DDC London will not be held responsible for any damages to exposed wires on the stairway or non-exposed water pipes, electrical cables, and plaster. Please make our installation team aware of any such potential hazards prior to work beginning in writing (as early as possible). Any wires fixed to any part of the stairway should be unfastened prior to the installation team arriving. DDC London cannot be held responsible for any damage to cables or wiring left on the stairway.
- 8.6 Electrical sockets, skips, and toilet facilities must be made available on-site.
- 8.7 Power tools and heavy equipment will be used on site. It is the Customer's responsibility to ensure children and animals will be kept away from the immediate vicinity.
- 8.8 Customers must remove any potential on-site tripping hazards and any other obstructions to the working area and/or the surrounding areas. DDC London will not be held responsible for any damage to any such items left on site.
- 8.9 Where possible, timber and metal will be sawn outdoors to avoid a mess inside the building. Please make an area available for this if possible.

8.10 Should the Customer fail to meet the conditions outlined within these Terms & Conditions, DDC London reserves the right to cease/delay installation and may still charge labour at our daily rate (dependent upon circumstances).

8.11 Any necessary documentation related to the provision of scaffolding, mobile towers, and suitable lifting gear and facilities to enable the work to be carried out safely, following any statutory provision regulation order bye-law, or any modification or re-enactment thereof, will be made available and handed over to DDC London.

9 Templates

Where templates are required by DDC London, it is the Customer's responsibility to ensure that they are accurate and of good quality material.

Templates will not be returned to the Customer unless the Customer expressly requests their return. In such case, an additional return charge will be applied. Any templates requested by the Customer should be returned to DDC London in the same condition.

Natural variations between templates may cause a small hand sample to look quite different from the installed stairs. It is important to note that small hand samples are just an indication of the general colour tone and grain pattern effect.

10 Tolerances

10.1 *Glass Dimensional*

A tolerance of +/- half of the thickness of the glass to a maximum of +/- 6mm is required by DDC London in accordance with industry standards. No claim for any product reported to be outside the agreed dimensional tolerances can be accepted unless the item is undamaged, available for collection, and inspected by DDC London.

10.2 *Wood Tolerances*

Wood is a natural product, making each piece of wood unique. This includes colouring and variations within that colouring. Natural hardwood boards vary in colour from board to board, so every piece you get is different. This variation is part of the wood's beauty, and it is normal.

Many factors affect the colour of the board, including the tree species, where the tree grew and its local climate, when the tree was felled, how it was sawn and dried, when or if it was milled, for how long it was stored, and how the wood accepts stain. With so many variables to consider, it is understandable that you may notice differences in colour and grain and imperfections that make each board unique. For this reason, when you open a box of hardwood, you may see that there are variations in shading, tree markings and grain patterns.

– Medullary rays (also known as Pith Rays or Tiger Marks) are a natural feature of timber resembling ribbons or flecks, sometimes mistaken for damaged, repaired, or watermarked wood and may be visible in parts of your installation, but they are perfectly acceptable. Stair parts that include medullary rays will not be changed. These are more prominent in hard woods.

– Consequently, there may be visible knots and natural variations in colour, grain, and tone. Certain degrees of filler may be used, which is a common part of the manufacturing process. No guarantee is given for the exact matching of one product with another.

– Colour variations caused by sap in the timber are a natural feature of natural wood. These natural features may be visible in parts of your installation and are perfectly acceptable.

– Noticeable colour variations from blonde to red are more prevalent in ash than other hardwoods. These natural features may be visible in parts of your installation and are perfectly acceptable.

– Installations with non-natural colours may require an additional visit from a polisher to treat any areas where the pre-finished timber has been cut/sanded during installation.

It is important to note that there will always be colour variations with solid wood.

Using hardwood as an example, you'll see colour and grain variations from board to board and between batches. This is a feature of natural wood and is to be celebrated; these natural differences ensure your real, solid wood looks as natural as possible. If the colour is too uniform, you may end up with a solid wood that looks less natural and more like laminate or vinyl.

Remember that solid wood doesn't discriminate; no matter what type of wood it is, the country of origin, or where you buy it from, there will always be a natural colour variation from board to board.

Varying tannin levels and different grain patterns are contributing causes of colour variation; for example, more open grain structures compared to tighter ones may also result in some colour variations.

10.3 Wood stain and paint tolerances

Natural wood stairs will have warm undertones, from subtle reddish hues to deeper yellow tones. Stain colours will affect the final look, so darker shades deepen those undertones, bringing out the reddish quality of natural wood. In contrast, paler and more natural stains tend to bring out tinges of yellow or orange.

When purchasing our stairs, you are buying pieces where varying degrees of distressing are generally applied. This is very much intended and makes each piece entirely individual as designed by the manufacturers. DDC London will normally use oak and walnut with varying degrees of distressing from piece to piece; this may involve wood splits, wood filling, knots, purpose distress/scratch marks, antiquing, etc.

One of the reasons why natural woods can take on so many different looks is that there isn't a single type of these trees. More than 60 varieties grow across Europe and the United States.

11 Payment

- ❖ Stage 1: 30% payment with a written order to cover design, survey, and fabrication details.
- ❖ Stage 2: 30% on approval of drawings.
- ❖ Stage 3: 30% when fabricated.
- ❖ Stage 4: 10% on completion of the site works.

11.1 Prices are provided as net of all discounts plus VAT.

11.2 If any invoice is not paid on the due date, all other invoices raised by DDC London against the Customer will be deemed to be due and become immediately payable in full.

11.3 DDC London reserves the right to charge interest on any overdue invoices at the rate of 2.5% per month on the amount then outstanding. In the event of proceedings being issued for non-payment of overdue invoices, the Customer will be charged for all goods manufactured, which will remain on DDC London's premises until all outstanding payments have been received.

11.4 If the Customer is unable to receive the goods within one month of invoice issuance, DDC London reserves the right to charge a weekly storage fee. The goods are stored at the risk of the Customer.

11.5 In the event that DDC London incurs additional costs of labour or transport over and above those provided in any estimate, DDC London shall, in its absolute discretion, have the right to increase the contract price as indicated on the relevant estimate by the amount of such increased costs.

12 Property and Risk

12.1 Risk in the goods shall pass to the Customer on delivery.

12.2 Property in the goods shall pass to the Customer only when payment in full for all the goods delivered by DDC London to the Customer according to the relevant Order (including interest where applicable) has been received by DDC London. Pending such payment, the Customer will not use the goods or take any action inconsistent with DDC London's title to it. Where goods delivered under this Contract have been sold by the Customer either in their original form after further modification and/or incorporated in some other product, the Customer shall be DDC London's trustee for the proceeds of the sale until DDC London has been paid fully.

12.3 DDC London by its employees and/or agents shall be entitled to enter upon or into any land premises or vehicle of the Customer to recover possession of its goods.

12.4 DDC London reasonably considers for any reason that its goods are in jeopardy in the happening of any of the following events:

12.4.1 Any Notice to the Customer that a Receiver, Liquidator, Manager, or Administrator of the Customer is to be or has been appointed.

12.4.2 Any Notice to the Customer that a winding-up petition is to be or has been presented or Notice to convene a meeting to consider such a proposal (except concerning a bona fide reconstruction or amalgamation).

12.4.3 A decision by the Customer that it intends to make arrangements with its creditors or enter into a voluntary arrangement, Trust Deed, or Composition with its creditors.

12.4.4 Any act of bankruptcy or insolvency by the Customer.

12.4.5 Any event or default which causes DDC London to consider that its title to the goods or proceeds of sale may be adversely affected. In any such case, the Customer's authority to use the goods shall terminate, and the Customer will immediately re-deliver the goods to DDC London.

12.4.6 Recovery of the goods by DDC London from the Customer will not release the Customer from the obligation to pay DDC London for work done and materials supplied.

The Customer will notify DDC London immediately upon the happening of any events or matters referred to under clause 12 hereof.

13 Liability

No liability is accepted (to the furthest extent permitted by law) for any breach of statutory duty or negligence except if any goods exhibit defective workmanship by DDC London. In such a case, DDC London shall only be liable to the extent required to remedy or replace such defects and only to the extent that this is due to defective workmanship by DDC London. In any such event, DDC London may replace the goods for the Customer but shall have no further liability to the Customer, in particular, for any consequential loss.

14 Warranty

DDC London warrants that on delivery and installation, goods will correspond to their specifications and/or description as set out in the Order, subject to any variations agreed in writing between the Customer and DDC London. Furthermore, the goods will comply with any printed warranty given by DDC London current at the date of the Order relating to the type of goods in the Order. No warranty or liability is given or accepted in the following circumstances: -

- Any defects arising from drawing design materials or specifications supplied by the Customer.
- Any defect arising from fair wear and tear, willful damage, negligence, failure to follow DDC London's instructions (whether in writing), misuse, or alteration in any manner without DDC London approval.
- If the total price of the goods has not been paid by the due date for payment.
- If the Customer has failed to comply with the relevant assembly, fitting, or storage instructions relating to the product.
- All our products carry a 12 months warranty. Any claim by the Customer based on any defect in the quality or condition of the goods or their failure to comply with specifications shall

(whether or not delivery is refused by the Customer) be notified in writing to DDC London within three days from the date of installation.

14.1 Glass Warranty

DDC London will accept no responsibility for striations and minor blemishes which may have arisen in the course of glass making and or bending. DDC London will refer any complaint regarding the quality of the glass to the manufacturer. Any credit agreed by the manufacturer following inspection will be passed on to the Customer. In any such event, the manufacturer's decision shall be final and binding on the parties hereto.

Both panes of the sealed unit shall be viewed at right angles to the glass from the room's side, standing at a distance of not less than 2 meters (but for toughened, laminated or coated glasses, not less than 3 meters) in natural daylight and not in direct sunlight with no visible moisture on the surface of the glass. The area to be viewed is the normal vision area except for a 50mm wide band around the unit's perimeter.

14.2 Wood Warranty

Continuous (curved) handrail parts are machined on a Computerized Numerical Control (CNC) machine from a solid block of timber resulting in differences in grain and tone.

14.2.1 Naturally occurring wood characteristics such as variations in grain, colour, knots, mineral streaks, and sapwood are not considered defects.

14.2.2 Ultraviolet rays that can burn and age our skin will affect any organic material, including wood. Prolonged exposure to sunlight will change the colour of virtually any wood floor, regardless of the stain or finish. Some woods lighten when exposed to sunlight; other types of wood, tend to darken. This is not a product defect.

14.2.3 Liability arising from this Warranty is restricted to hidden defects. These are defects that were not visible before or during the installation of the staircase.

14.2.4 The surface wear layer represents additional protection to the timber and, therefore, is not a structural element subject to a 12 months warranty.

14.2.5 DDC London reserves the right and must be offered the opportunity to inspect the complaint in situ and, where applicable, to inspect the floor in its installed condition.

Warranty Exclusion

Any of the following shall void and invalidate our Warranty:

- 14.2.6** Damage due to moisture, including but not limited to leaking pipes, incorrect maintenance, excessive moisture in subfloor or humidity, or likewise by conditions that are too dry.

- 14.2.7** This Warranty does not cover damage caused by settling or uneven subfloors outside the scope of our installation.

- 14.2.8** Incorrect maintenance done in a way that is contrary to the instructions provided.

- 14.2.9** This Warranty does not cover damage resulting from accidents or abuses that stain or scratch the finish of wood in the staircase, diminish gloss, or indent the surface of the wood. It also does not cover damage caused by heavy or concentrated foot traffic, damage by pet claws (nails), sand, gravel, and other abrasives.

- 14.2.10** A stiletto heel can concentrate as much as 2,000 pounds per square inch on the wood. Walking on any wood surface with stiletto heels will cause indentations that are not covered by the Warranty.

- 14.2.11** Under this Warranty, liability excludes any consequential or incidental occurrences that may arise from any claim and is strictly limited to the replacement of the affected flooring. By this, we mean we will not pay for any loss, expense, inconvenience, or damage other than to the affected wood.

DDC London reserves the right to make such modifications and/or improvements to any of its products as it deems necessary without prior notification, but such modifications and/or improvements shall not entitle the Customer to reject any product so improved and/or modified or any product previously supplied by DDC London to the Customer prior to such modification being made.

– Customers must inspect all work completed and sign a “Handover Checklist and Completion Certificate” on completion.

15 Conflict

- 15.1** Should there be any conflict between the conditions of Contract of DDC London and the conditions of Contract of the Customer, any other Contractual Supplier, Sub-contractor, or Agent of the Customer relating to goods or products supplied or the title to them, the DDC London's Contract conditions are to prevail and apply in all events.
- 15.2** Funds received by the Customer by payment or interim payment in respect of contracts for which goods or products supplied by DDC London forms the whole or part shall to the quoted price be held by the Customer at the written request of DDC London in a designated or separate Bank Account as trustee and Customer to DDC London.
- 15.3** The terms and conditions herein shall be read and construed in accordance with English Law, and the Parties hereto agree to submit to such jurisdiction in respect of any dispute or difference arising between the Parties.
- 15.4** The Customer shall indemnify DDC London from and against all legal and other costs incurred by DDC London in the enforcement of its rights under these Conditions.

Customer Name:	Date:	Project Number:	Signature:
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