



DDC London LTD

## Terms & Conditions

Millbank Tower  
21-24 Millbank  
SW1P 4QP, London  
United Kingdom

Registered in England No.  
12142924

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In these conditions:

- **“DDC London”** refers to DDC London Limited, located at Millbank Tower, 21-24 Millbank, London, SW1P 4QP, including its successors in title or assigns.
- **“Customer”** refers to the person, firm, or company placing an order with DDC London.

## 1. Typical Program Dates



## 2. Insurance

Our standard insurance includes:

- £5,000,000 Public and Product Liability,
- £10,000,000 Employer’s Liability, and
- £2,000,000 Professional Indemnity,

all provided under English law. If additional cover beyond our standard insurance is required, it will incur extra costs and will not be covered by us.

## 3. Orders

All orders are accepted subject to the following terms and conditions, which take precedence over any conflicting terms or conditions of the Customer unless specifically agreed in writing by DDC London. Acceptance of any order or estimate from DDC London shall constitute acknowledgment that any terms or conditions endorsed, annexed, or contained within the Customer’s documentation, which seek to revise, amend, or supersede DDC London’s terms and conditions, shall not apply unless explicitly agreed to in writing by DDC London. Accordingly, placing an order with DDC London establishes a binding agreement between DDC London and the Customer, incorporating these terms and conditions, whether expressly accepted or not.

Due to the nature of DDC London’s products and services, it may not always be possible to specify comprehensive details of the product and/or service and requirements on an order acknowledgment. Consequently, order acknowledgments will not be issued. The Customer is responsible for clearly specifying its requirements when placing an order. Upon request, full details of DDC London’s interpretation of the Customer’s requirements will be provided. If such details are not requested, the Customer shall not be entitled to reject the product or service

supplied by DDC London on the grounds that it does not conform to the order, unless there is an obvious discrepancy between the order and the product or service delivered.

#### **4. Cancellation**

Cancellation of an order will only be accepted without charge if no site survey, design, drawing work, or materials procurement has been initiated that would incur costs to DDC London. Any work carried out prior to cancellation will be charged on a **quantum meruit** basis. Additionally, cancellation will not be accepted for any order that has been substantially completed.

#### **5. Site Survey**

- 5.1** The Customer or an authorized representative must be present on-site on the scheduled survey day to provide project information and specific requirements.
- 5.2** A 1-meter line datum must be established on each floor as a reference point. Please ensure this line is clearly marked before our engineers arrive on-site.
- 5.3** The positions of squared finished walls must be clearly marked prior to the engineers' arrival.
- 5.4** The survey area must be free from any hazards to allow our engineers to conduct measurements without distractions or risks.
- 5.5** For cancellations, please notify us at least 24 hours in advance.

*If you require any information, please contact DDC London.*

#### **6. Quotation Terms**

Any quotation submitted by DDC London (unless expressly stated otherwise) is valid for acceptance in writing by the Customer within 90 days of submission. DDC London reserves the right to withdraw or alter the quotation at any time prior to acceptance without prior notice.

All quotations are based on the assumption that work will be completed in one visit during normal working hours. Any additional costs incurred due to waiting time, expenses, extra visits, or overtime arising from instructions, requests, or circumstances outside DDC London's control will be charged additionally.

## **7. Deliveries & Installations**

- 7.1** Delivery and installation dates are provided in good faith as approximations. DDC London accepts no liability for delays caused by circumstances beyond its immediate control.
- 7.2** Delivery and installation will ordinarily be carried out by DDC London or its appointed agents. Delivery to the site requires special arrangements between DDC London and the Customer, for which DDC London reserves the right to apply additional charges.
- 7.3** The Customer must examine all goods immediately upon completion of installation. The Customer's, its employee's, or its agent's signature on the "Handover Checklist and Completion Certificate" will be deemed as acceptance of the goods in the expected condition and full conformity with the order. If any defects are found in the product, the Customer must notify DDC London in writing within three (3) days of delivery or installation.
- 7.4** DDC London reserves the right to make adjustments to walls, ceilings, and floors, such as cutting or trimming, to accommodate and fit the staircase as per the agreed design specifications. The Customer acknowledges that:
- Any such cutting or adjustments may result in areas requiring finishing work (e.g., plastering, painting, or sealing).
  - DDC London will not be responsible for making good or completing any finishing work on the affected areas unless explicitly included in the Order.

## **8. Before installation**

- 8.1** If required, parking must be made available near the site to accommodate a large van.
- 8.2** The quotation does not include scaffolding, I-boarding, or screens higher than 2 meters that may be required for the erection and finishing of staircases. It is assumed that the provision, alteration, and adaptation of scaffolding will be at the Customer's expense.
- 8.3** If the existing floor is to be retained, DDC London will not be liable for any damage if the Customer chooses to leave it in place during the work. While every effort will be made to preserve existing floors, damage may occasionally be unavoidable during installation.
- 8.4** The Customer is responsible for covering any furniture or flooring in the working area to prevent damage. DDC London will not be held liable for damage to exposed flooring, carpets, or furniture, including but not limited to footprints, adhesives, sealants, dents, scratches, or chips.

- 8.5** DDC London will not be held responsible for damage to exposed wires on the stairway or to non-exposed water pipes, electrical cables, or plaster. Customers must notify the installation team in writing of any such potential hazards before work begins. Any wires fixed to the stairway must be unfastened prior to the team's arrival. DDC London cannot be held liable for damage to cables or wiring left in place.
- 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. The Customer is responsible for ensuring that children and animals are kept away from the immediate working area.
- 8.8** The Customer must remove any potential tripping hazards or obstructions in or around the working area. DDC London will not be liable for damage to any items left on-site.
- 8.9** Where feasible, timber and metal will be cut outdoors to minimize mess inside the building. Please make an outdoor area available for this purpose if possible.
- 8.10** If the Customer fails to meet the outlined conditions, DDC London reserves the right to delay or cease installation. Labour charges at the daily rate may still apply, depending on the circumstances.
- 8.11** All necessary documentation relating to scaffolding, mobile towers, and suitable lifting equipment, in compliance with relevant statutory provisions, regulations, or by-laws, must be provided to DDC London prior to the commencement of work.

## **9. Templates and Samples**

### **9.1 Responsibility for Templates**

When templates are required by DDC London, it is the Customer's responsibility to ensure that the templates provided are accurate, complete, and made from durable, high-quality materials.

Templates will not be returned to the Customer unless specifically requested. In such cases, an additional return charge will apply. Any templates returned to DDC London must be in the same condition as when they were provided.

### **9.2 Understanding Samples and Variations**

Small hand samples provided by DDC London are intended to illustrate the general colour tone and grain pattern of the material. However, natural variations in materials may result

in differences between the sample and the final installed product. These variations are inherent to the material and are not considered defects.

## 10. Tolerances

### 10.1 Glass Tolerances and Warranty

DDC London adheres to industry standards, allowing a tolerance of +/- half the thickness of the glass, up to a maximum of +/- 6mm. Claims for items outside these tolerances will not be accepted unless the product is undamaged, available for collection, and inspected by DDC London.

DDC London accepts no responsibility for striations or minor blemishes inherent to the glassmaking or bending process. Complaints regarding glass quality will be referred to the manufacturer, whose decision will be final and binding. Any agreed credit from the manufacturer will be passed on to the Customer.

Inspection of glass shall be conducted as follows:

- Both panes of a sealed unit must be viewed at right angles to the glass from the room side, at a minimum distance of:
  - Two (2) meters for standard glass.
  - Three (3) meters for toughened, laminated, or coated glass.
- Inspection must take place in natural daylight (not direct sunlight) and with no visible moisture on the glass surface.
- The normal vision area is subject to inspection, excluding a 50mm-wide band around the perimeter.

### 10.2 Wood Tolerances and Warranty

#### 10.2.1 Tolerances

Wood is a natural material, making each piece unique in colour, grain, and texture. These natural variations, including knots, sapwood, and mineral streaks, are considered normal and part of the inherent beauty of wood.

- **Colour and Grain Variations:** Hardwood boards naturally vary due to factors such as species, growth conditions, and the sawing, drying, and staining processes.

- **Medullary Rays:** Ribbon-like patterns, also called Pith Rays or Tiger Marks, are natural and may be visible in parts of your installation. These are not defects and will not warrant replacement.
- **Knots and Fillers:** Knots and filler use are common in manufacturing and do not compromise the wood's integrity.
- **Non-Natural Colours:** Pre-finished timber installations may require additional polishing for areas cut or sanded during installation.

### 10.2.2 Warranty

DDC London provides a 12-month warranty for wood products, covering hidden defects arising from faulty workmanship or materials.

### 10.2.3 Exclusions:

- **Natural Variations:** Differences in grain, tone, knots, and UV-induced colour changes are not considered defects.
- **Moisture Damage:** Damage caused by leaking pipes, excessive subfloor moisture, or improper maintenance is excluded.
- **Improper Use or Maintenance:** Damage resulting from neglect, misuse, or failure to follow DDC London's care instructions is not covered.
- **High-Impact Damage:** Scratches, dents, or other marks caused by heavy or concentrated pressure (e.g., stiletto heels) are not covered.

Under this warranty, DDC London reserves the right to inspect and determine whether the defect falls under the scope of coverage. Liability is strictly limited to repairing or replacing the defective wood product.

## 10.3 Wood stain and paint tolerances

Natural wood stairs feature warm undertones, ranging from subtle reddish hues to deeper yellow tones. Stain colours play a significant role in the final appearance:

- **Darker stains** enhance reddish undertones, deepening the wood's warmth.
- **Paler, natural stains** highlight yellow or orange tinges, emphasizing the wood's natural charm.

When purchasing our stairs, you are investing in unique pieces with intentionally applied variations and distressing. These characteristics are part of the design and ensure that each piece is entirely individual, as intended by the manufacturers.



DDC London typically uses oak, which may include:

- Wood splits,
- Filled knots,
- Purposeful distress or scratch marks,
- Antiquing effects.

These natural and crafted variations celebrate the individuality of each stair component.

#### **10.4 Diverse Wood Varieties**

Natural wood's versatility and beauty come from the vast number of tree species. With over 60 varieties of oak and walnut growing across Europe, each type brings its own unique grain patterns, tones, and natural features to your installation.

### **11. Pricing, Payment, and Additional Charges**

**11.1** Prices are provided net of all discounts and are subject to VAT.

**11.2** If any invoice is not paid by the due date, all other invoices issued by DDC London to the Customer will become immediately due and payable in full.

**11.3** DDC London reserves the right to charge interest on overdue invoices at a rate of 8% plus the Bank of England base rate on the outstanding amount. In cases where legal proceedings are initiated for non-payment, the Customer will be charged for all goods manufactured. These goods will remain on DDC London's premises until full payment of all outstanding amounts is received.

**11.4** For customers opting for delivery only, full payment must be made before delivery. If the Customer is unable to take delivery of goods within one month of invoice issuance, DDC London reserves the right to charge a weekly storage fee. Goods stored will be at the Customer's risk.

**11.5** In the event that DDC London incurs additional costs of labour or transport beyond those specified in an estimate, DDC London reserves the right to adjust the contract price to reflect these increased costs.

**11.6** Installation Delays and Partial Installations: If the Customer causes a delay to the agreed installation schedule, DDC London reserves the right to charge additional storage fees for goods held beyond the original installation date. The goods will remain at the Customer's risk during the storage period.

- 11.7** If the Customer requests partial installation of the staircase due to site conditions (e.g., postponing the installation of glass or other components), the Customer assumes full responsibility for the care, protection, and storage of the remaining goods. DDC London will not be liable for any damage to goods stored on-site or delayed in installation.
- 11.8** The Customer must provide at least four (4) weeks' written notice to DDC London to reschedule and confirm a new installation date to complete the staircase. DDC London will make every effort to accommodate the requested date; however, due to scheduling constraints, the new installation date may exceed the four-week notice period.

## **12. Property and Risk**

- 12.1** Risk in the goods shall pass to the Customer upon delivery.
- 12.2** Ownership of the goods shall pass to the Customer only when full payment for all goods delivered under the relevant order (including any applicable interest) has been received by DDC London. Until such payment is made, the Customer shall not use the goods or take any action inconsistent with DDC London's ownership.
- 12.3** If goods delivered under this contract are sold by the Customer—whether in their original form, modified, or incorporated into another product—the Customer shall hold the proceeds of such a sale in trust for DDC London until payment has been made in full.
- 12.4** DDC London, through its employees or agents, reserves the right to enter the Customer's land, premises, or vehicles to recover possession of its goods if necessary.
- 12.5** DDC London may reasonably consider its goods to be at risk in the event of any of the following occurrences:
- 12.5.1** Notification to the Customer that a Receiver, Liquidator, Manager, or Administrator has been or will be appointed.
- 12.5.2** Notification to the Customer that a winding-up petition has been or will be presented, or notification to convene a meeting to consider such a proposal (except in the case of a bona fide reconstruction or amalgamation).
- 12.5.3** A decision by the Customer to enter into arrangements with its creditors, including voluntary arrangements, Trust Deeds, or compositions.
- 12.5.4** Any act of bankruptcy or insolvency committed by the Customer. Any event or default that leads DDC London to reasonably believe its title to the goods or proceeds from their sale may be jeopardized.

**12.5.5** In any of these events, the Customer's authority to use the goods shall immediately terminate, and the Customer must promptly return the goods to DDC London.

**12.6** Recovery of the goods by DDC London does not release the Customer from its obligation to pay for work performed and materials supplied.

**12.7** The Customer must notify DDC London immediately upon the occurrence of any of the events or matters outlined in this clause.

## **13. Liability**

DDC London accepts no liability (to the fullest extent permitted by law) for any breach of statutory duty or negligence, except where goods exhibit defective workmanship by DDC London. In such cases, DDC London's liability shall be limited to either remedying or replacing the defective goods, solely to the extent that the defect arises from DDC London's workmanship.

DDC London's liability shall not extend to any consequential, indirect, or incidental losses incurred by the Customer. Where replacement goods are provided, this shall constitute DDC London's entire liability, and no further claims shall be entertained.

### **13.1 Third-Party Work**

DDC London will not be responsible for paying any third party engaged by the Customer to complete the job or any part of it. If the Customer opts to hire a third party for additional work, such costs and arrangements will be the sole responsibility of the Customer.

## **14. General Warranty**

DDC London warrants that, upon delivery and installation, goods will conform to their specifications and/or descriptions as outlined in the Order, subject to any variations agreed upon in writing between the Customer and DDC London. Furthermore, goods will comply with any warranty current at the date of the Order relating to the type of goods specified.

No warranty or liability is accepted in the following circumstances:

- Defects arising from designs, drawings, materials, or specifications supplied by the Customer.

- Defects resulting from fair wear and tear, willful damage, negligence, misuse, or failure to follow DDC London's instructions (written or otherwise), or unauthorized alterations to the goods.
- Non-payment of the total price of the goods by the due date.
- Failure to comply with relevant assembly, fitting, or storage instructions provided by DDC London.
- All products carry a 12-month warranty. Any claims for defects in quality or condition, or for non-compliance with specifications, must be notified in writing to DDC London within three (3) days of installation.

## **15. Warranty Exclusion**

**15.1** The following circumstances shall void and invalidate DDC London's Warranty:

- 15.1.1** Moisture Damage: Damage caused by moisture, including but not limited to leaking pipes, improper maintenance, excessive subfloor moisture, high humidity, or excessively dry conditions.
- 15.1.2** Subfloor Issues: Damage resulting from settling or uneven subfloors outside the scope of DDC London's installation services.
- 15.1.3** Improper Maintenance: Damage caused by maintenance performed contrary to the instructions provided by DDC London.
- 15.1.4** Accidents and Abuse: Damage resulting from accidents or abuse, including but not limited to:
- Scratches or stains on the wood's finish.
  - Diminished gloss.
  - Indentations caused by heavy or concentrated foot traffic.
  - Damage caused by pet claws, sand, gravel, or other abrasives.
- 15.1.5** Stiletto Heel Damage: Walking on wood surfaces with stiletto heels can concentrate up to 2,000 pounds per square inch on the wood, causing indentations. Such damage is not covered by the Warranty.
- 15.1.6** Consequential and Incidental Damages: The Warranty does not cover any consequential or incidental losses arising from a claim. DDC London's liability is strictly limited to replacing the affected wood. No compensation will be provided for loss, expense, inconvenience, or damage beyond the affected material.

## **15.2 Modifications and Improvements**

DDC London reserves the right to make modifications and improvements to its products without prior notification. Such modifications or improvements do not entitle the Customer to reject the improved or modified product, nor any product previously supplied by DDC London before the modification.

## **15.3 Inspection and Handover**

Customers must inspect all completed work upon installation and sign a “Handover Checklist and Completion Certificate” to confirm their acceptance.

# **16. Conflict**

## **16.1 Contractual Precedence**

In the event of any conflict between the terms and conditions of DDC London’s Contract and those of the Customer, or any other contractual supplier, sub-contractor, or agent of the Customer relating to the goods or products supplied, DDC London’s terms and conditions shall prevail and apply in all cases.

## **16.2 Trust of Funds**

Any funds received by the Customer as payment or interim payment for contracts in which goods or products supplied by DDC London form part or whole shall, at the written request of DDC London, be held by the Customer in a designated or separate bank account as trustee for DDC London, up to the value of the quoted price.

## **16.3 Governing Law**

These terms and conditions shall be interpreted and governed in accordance with English Law. Both Parties agree to submit to the jurisdiction of the English courts for any dispute or difference arising under this Contract.

## **16.4 Indemnification**

The Customer agrees to indemnify DDC London against all legal and associated costs incurred by DDC London in enforcing its rights under these terms and conditions.

## **17. Photography and Marketing Rights**

**17.1** DDC London reserves the right to take photographs and videos of the staircases upon completion of the installation or during the project timeline.

**17.2** The photographs and videos may be used by DDC London for marketing purposes, including but not limited to:

- Display on the DDC London website,
- Social media platforms,
- Promotional materials, and
- Other forms of digital and print advertising.

**17.3** DDC London will ensure that no personally identifiable information or sensitive details about the Customer or their property will be disclosed in the marketing materials.

**17.4** The Customer agrees to grant DDC London permission to use such media for the purposes outlined above without requiring additional consent or compensation.

## **18. Work on Existing Staircases and Removal of Existing Structures**

**18.1** For projects involving modifications or installations on existing staircases, such as the installation of balustrades, DDC London's responsibility is limited to the agreed scope of work as outlined in the Order.

**18.2** When working on delicate materials, such as marble, DDC London will not perform drilling or other intrusive work. It is the Customer's responsibility to arrange for any necessary drilling or preparation of such materials prior to DDC London's installation.

**18.3** DDC London does not undertake the removal of existing staircases or structures unless explicitly agreed and specified in the Order. If removal is required but not included in the Order, it is the Customer's responsibility to arrange for the removal before DDC London begins the installation work.

**18.4** Any delay caused by the failure to remove an existing staircase, prepare the worksite, or drill into delicate materials such as marble may result in additional charges and rescheduling fees at DDC London's discretion.

**18.5** Where the removal of the existing staircase or structure has been agreed upon and included in the Order, DDC London reserves the right to charge additional fees based on the complexity of the removal process.

**18.6** The Customer acknowledges that DDC London is not liable for any damage to existing structures, materials, or finishes outside the scope of DDC London's installation work.