

Important Installation Notes

To be read in conjunction with your Dacha SSI quotation

Restricted Maintenance

Restricted Maintenance includes site visits for essential maintenance functions, access to the Dacha SSI emergency callout system, which operates 24 hours a day, 365 days a year, and access to Dacha SSI preferred supplier rates for both labour and materials. The cover excludes any visit to rectify faults on the system (including those caused by third-party damage, acts of God, etc.), which will be charged at the prevailing rate, and any parts required to repair the system following a reported fault.

What Is Not Included Within This Quotation and Must Be Supplied by the Client

230V Mains Supply

Where required, 230V AC mains supplies must be provided by a qualified electrician in accordance with the current edition of BS 7671 (IET Wiring Regulations). A dedicated circuit protected by a 6A MCB, with a local unswitched double-pole fused spur, will be required at the control panel location and adjacent to any additional DC power supplies needed for the installation. Fire alarm supplies must be cabled in standard grade fire-resisting cable. Dacha SSI can supply a list of approved electrical contractors if required.

Telephone and Communication Lines

If your system includes a signalling device, a suitable communication path will be required adjacent to the control panel position. Please contact the installation team to confirm the requirements for your specific application.

Décor

Dacha SSI is unable to provide any redecoration, making good, refitting of carpets, etc. following an installation. However, we will exercise every care during the works to minimise disruption to your building.

Planning Permission

Dacha SSI is unable to obtain any planning consents.

Builders' Works

Unless specified, no builders' works or attendance are included within this proposal.

Cable Containmentment

Unless specified, no allowance has been made for conduit, cable tray, ducting or trunking. All cables will be surface clipped or contained in plastic mini trunking where appropriate.

WEEE Regulations

Dacha SSI is unable to remove old equipment from site free of charge. Should you require this service, we will provide a quotation in compliance with the WEEE Regulations. Alternatively, any waste will be left tidily for your own disposal at your convenience.

Specialist Plant Hire

Unless specified, no specialist plant hire has been allowed for in this quotation.

Working Times

All works will be carried out during normal business hours, Monday to Friday, 08:30 to 17:00. Alternative times can be arranged by negotiation to suit the client's specific needs.

DACHA QUOTE TERMS & CONDITIONS 2026r1

Dacha SSI Ltd.

Terms and Conditions of Business

1 DEFINITIONS

"THE COMPANY" is Dacha SSI Ltd. being the organisation responsible for the design, installation, maintenance and/or monitoring of the Installation which is the subject of this Contract, sometimes referred to as "our" or "we" in these Terms and Conditions.

"THE CUSTOMER" is the person or organisation being a signatory to this Contract, sometimes referred to as "you" or "your" in these Terms and Conditions.

"THE EQUIPMENT" is the equipment to be installed at the Premises as set out in the System Design Proposal.

"THE PREMISES" are the premises set out in the System Design Proposal at which the Installation will take place.

"THE INSTALLATION" is the installed system defined in the System Design Proposal.

"INSTALLATION STANDARD" is the standard to which the Equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

"CONTRACT" means the Quotation, System Design Proposal, Maintenance and Acceptance together with these Terms and Conditions.

"SYSTEM DESIGN PROPOSAL" means the System Design Proposal which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

"QUOTATION" means the proposed price for the Equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

"ALARM RECEIVING CENTRE" means a continuously manned remote centre to which alarm activations and/or video data are signalled and passed to the relevant response authority (eg police, fire brigade, keyholder).

"HANDOVER DATE" means the date on which the Installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the Handover Acceptance Certificate has been signed.

"HANDOVER ACCEPTANCE CERTIFICATE" is the certificate handed to the Customer on completion of the Installation in accordance with 4(ii).

"PREVENTATIVE MAINTENANCE" means the routine inspection of the Installation to verify that it continues to function in accordance with its System Design Proposal and to identify and rectify any items found faulty, worn or in need of scheduled replacement.

"CORRECTIVE MAINTENANCE" means the investigation and repair of faults reported by the Customer, including false alarms from intruder alarm systems.

"CONFIDENTIAL INFORMATION" means the System Design Proposal, pricing, security arrangements, floor plans and any other information disclosed by one party to the other in connection with this Contract that is marked as confidential or would reasonably be regarded as confidential given its nature.

"PERSONAL DATA", "PROCESSING", "CONTROLLER" and "PROCESSOR" have the meanings given in the UK GDPR and the Data Protection Act 2018 ("Data Protection Legislation").

2 GENERAL

- i) Acceptance of this Contract, signified by the signature of each party, or by the Customer instructing or permitting the Company to commence any part of the Installation following receipt of the Quotation, includes acceptance of the Quotation and these Terms and Conditions along with any other requirements defined in the System Design Proposal.

- ii) The Quotation, System Design Proposal and these Terms and Conditions form the entire basis on which the Company agrees to carry out the Installation. These Terms and Conditions shall apply to the exclusion of any terms and conditions submitted, referenced or stipulated by the Customer, whether in a purchase order, order confirmation or otherwise, and whether submitted before or after the date of the Quotation, unless expressly agreed in writing and signed by both a director of the Company and an authorised representative of the Customer.
- iii) Each Quotation shall state the version of these Terms and Conditions current at its date of issue, and that version shall govern the resulting Contract notwithstanding any later revision of these Terms and Conditions.
- iv) Unless otherwise stated on the Quotation, a Quotation is open for acceptance for 30 days from its date of issue, after which it may be treated by the Company as lapsed and may be withdrawn, revised or resubmitted.
- v) For the purposes of interpretation, where the requirements of the System Design Proposal conflict with any clauses of these Terms and Conditions, the System Design Proposal requirements shall take precedence.
- vi) Signature of this Contract, the Quotation or any Handover Acceptance Certificate by electronic means, including through an electronic signature platform or a scanned or photographed signature returned by email, shall be as valid and binding as a handwritten signature.

3 COSTS

- i) The Quotation may be revised if:
 - a) you want the work carried out more urgently than agreed, or
 - b) you change the System Design Proposal, or
 - c) your Premises are in some way unsuitable for the Equipment and this was not apparent from our original survey or there are circumstances about which we should have been made aware by you, or
 - d) there are any other special circumstances we were not aware of when supplying our original Quotation, or
 - e) any other reason beyond our reasonable control including without limitation any increase in costs or fees payable by us to any third party in respect of the Equipment.
- ii) All network provision, including internet connectivity and, where applicable, mobile (SIM) data line installation, rental and airtime charges, are the responsibility of the Customer.
- iii) If you are late in paying us, we shall be entitled to charge you interest on the overdue amount at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), from the due date until the date we receive payment.
- iv) If our labour or material costs increase after twelve months from the Handover Date, we may give you two months' notice of any increase in our annual maintenance charges.
- v) The Installation is normally carried out during usual working hours of 9.00am to 5.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges.
- vi) Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work. Additional charges may be made if our engineers are not provided with access to doors, shutters, windows or any other areas where cables and Equipment need to be installed.
- vii) Any Equipment forming part of the Installation which is not sold to the Customer (and which is identified as such in the System Design Proposal), such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and/or replaced at the Company's expense unless such failure was attributed to any of the causes given in 4(v). Any Equipment which remains the property of the Company shall be defined in the System Design Proposal. We reserve the right to recover such Equipment on termination of the maintenance contract.

- viii) Ownership of the Equipment (as identified in the System Design Proposal) shall not pass to the Customer until the Company has received the payment of the sums due pursuant to the Contract.
- ix) Until ownership of the Equipment has passed to the Customer, the Customer must:
 - a) hold the Equipment on a fiduciary basis as the Company's bailee;
 - b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - c) maintain the Equipment in a satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.
- x) All sums payable by the Customer under this Contract will be paid in full without any set off, deduction, counterclaim or withholding of whatever nature.
- xi) All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Customer.
- xii) Where a deposit is required under the Quotation, no works will be started, and no Equipment will be ordered or dispatched, until the Company has received that deposit in full.

4 COMPANY'S OBLIGATIONS

- i) We agree to complete the Installation and hand it over in good working order conforming to the Installation Standard declared in the System Design Proposal. We will always seek your agreement should changes to the System Design Proposal be required during the Installation.
- ii) When we commission the Installation, we will train you in its operation. When you are satisfied with the Installation, we will give you a Handover Acceptance Certificate to sign. We will give you a certificate of conformity when the Equipment has been paid for in full.
- iii) If, within a period of twelve months from the Handover Date ("Warranty Period") you notify us of any defect or fault in the Equipment and such defect or fault does not result from you, or anyone acting with your authority, having interfered with the Equipment or used it for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other equipment not supplied or authorised by us, we shall attend to the Premises and use our reasonable endeavours to rectify any such default.
- iv) Any repairs undertaken by us which are outside the Warranty Period will be carried out at our discretion on a time and materials basis.
- v) The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- vi) The annual maintenance and remote monitoring facilities commence upon the Handover Date and continue from year to year upon payment of charges set out in the Quotation until cancelled by either party in writing giving not less than two months' notice, save that where the Installation is completed in stages, or the Handover Date is delayed beyond the date originally agreed, the Company may bring forward the commencement of annual maintenance to an earlier date agreed with the Customer, reflecting the stage(s) of the Installation actually completed and in operational use.
- vii) Time shall not be of the essence for any times for when the Installation is to be performed, whether given or agreed to by the Company or for the length of time that the Installation takes, whether specified in the Quotation or otherwise.

5 CUSTOMER'S OBLIGATIONS

- i) You agree to give us and our workers full access to your Premises to survey, measure, install, test and service the Equipment. You also agree to provide an adequate electricity supply for the Equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge. We are not liable if completion is delayed due to the unavailability of signalling transmission facilities or other circumstances beyond our control. By signing the

Contract with us, you guarantee that you have full authority to allow the Installation and no other consent is needed.

- ii) You must not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.
- iii) If the Equipment activates to the Alarm Receiving Centre, you need to let us know as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.
- iv) You will need to let us know in advance if any third party intends to carry out work on the network or, where applicable, mobile connectivity within your Premises, as this may affect the Equipment's effectiveness.
- v) The Equipment does not belong to you until it has been paid for in full. If you do not pay the balance of the charges when they are due, we have the right to remove the Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.
- vi) If you cancel the Contract less than four days before Installation, we may charge you for any Equipment we have bought for your Premises without prejudice to the rights we have to recover damages for breach of contract. This clause 5(vi) applies only to cancellation before the Installation has begun; termination of an active maintenance or monitoring contract after Handover is dealt with under Clause 8.
- vii) If the Equipment is connected to an Alarm Receiving Centre, it is your responsibility to make sure that the network connection or, where applicable, mobile line is working properly and the account correctly maintained.
- viii) You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion.
- ix) You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the Installation for the purposes of maintenance or inspection.
- x) You shall use your best endeavours to ensure that the Premises in which our employees or agents may have to enter are safe and without risk for them. All known risks must be clearly identified and marked by you and made known to us in advance.
- xi) Any network provision and configuration that you are providing for the Installation, including routers, switches, firewalls and internet or mobile connectivity, is your responsibility. Where the Installation requires additional network configuration for operational or security reasons (for example static IP addressing, port forwarding, VLAN segregation or firewall rules), the Company will notify you of what is required at least 7 days before the scheduled commissioning date, and this must be completed, by you or your IT provider, before the Company commences commissioning of the Installation. We are not liable for any delay to commissioning caused by network provision or configuration not being completed in advance, and may make an extra charge under Clause 3(vi) if our engineers are unable to complete commissioning as a result.

6 MAINTENANCE, SERVICE AND MONITORING

- i) In return for payment of the maintenance charge as set out in the Quotation, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. Where this Contract or the System Design Proposal expressly requires it and the parties have specifically agreed it, and provided a maintenance contract under this Clause 6 is in place and in force at the time, our response to emergency calls on Equipment installed to PD6662 (or its successor) will be within four hours of your request, or before the Equipment needs to be set, unless mutually agreed otherwise. This four-hour commitment does not apply where none of those conditions is met.
- ii) If we have to attend the Premises, or repair the Equipment between routine maintenance visits, we will make a charge at our usual rates unless the work is covered by Clause 4(iii).
- iii) The annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge.

- iv) Where the Installation is monitored by an Alarm Receiving Centre for direct response by emergency services (eg police or fire brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the Company. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

7 LIABILITY

- i) Nothing in this Contract will exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or any of its officers, employees or agents.
- ii) The Company will not be liable for any loss of profits, business opportunity, goodwill and any other indirect or consequential loss howsoever arising and whether arising out of the Installation or any of the provisions of this Contract or otherwise, suffered by the Customer or any third party and the Customer will indemnify the Company in respect of any claim by any person in respect of such loss.
- iii) Subject to 7(i), the Company's total liability arising in connection with the performance or contemplated performance of the Installation will not exceed the aggregate of the charges paid by the Customer to the Company under this Contract.
- iv) This clause 7 sets out the full extent of the Company's liability in respect of the performance of the Company under the Contract and any condition, warranty, representation or term which might otherwise be implied into or incorporated into this Contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- v) Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the Installation may not be neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons.
- vi) Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.
- vii) The Company does not represent or warrant that the Installation, where it includes networked or remotely-accessible components, is or will remain free from unauthorised electronic access, and clauses 7(ii) to 7(iv) apply equally to any loss or damage arising from such unauthorised electronic access.
- viii) Where a maintenance contract under Clause 6 is in place, the Company shall, as part of routine maintenance: (a) ensure any default administrative credentials on networked Equipment are changed prior to Handover; and (b) apply manufacturer-issued firmware and security updates for the Equipment that are current and available to the Company at the time of a scheduled maintenance visit. The Customer is responsible for the security of its own network as set out in Clause 5(xi), including firewall configuration, network segmentation and any updates to Equipment the Company has not been engaged to maintain. Where the Company advises the Customer of a security update or vulnerability outside a scheduled maintenance visit, the Customer shall permit the Company reasonable access to apply it as soon as reasonably practicable; the Company is not liable for any loss or damage arising from a vulnerability it has not been given a reasonable opportunity to remedy.
- ix) The terms and conditions given in this Contract do not affect your statutory rights.

8 TERMINATION

- i) Either the Customer or the Company can terminate this Contract's ongoing maintenance and monitoring arrangements by giving not less than two months' written notice. This clause does not entitle the Customer to cancel an Installation that has not yet been completed; cancellation before Installation is dealt with under Clause 5(vi).
- ii) The Company may terminate this Contract immediately by written notice to the Customer if:

- a) the Customer commits a material breach of the Contract which is incapable of remedy or, if capable of remedy, has not been remedied within 28 days from the date of receipt of notice by the Company specifying the breach and requiring its remedy; or
 - b) if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim any payments outstanding from the Customer. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company; or
 - c) the Customer becomes or is declared insolvent or convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with its creditors or becomes subject to any other insolvency procedure in any jurisdiction or (without prejudice to the generality of the foregoing) an administrator, liquidator, an administrative receiver, a receiver, manager, trustee, custodian or analogous officer is appointed in respect of all or any part of its property, undertaking or assets (or in the event that the Customer is not a body corporate anything analogous to such events occurs).
- iii) In the event that the maintenance contract is terminated, the Company shall be provided with access to recover any Equipment and/or firmware which did not belong to the Customer but was rented from the Company.
- iv) The Customer will make full payment to the Company of all amounts owing on termination within 30 days of termination.

9 FORCE MAJEURE

The Company will not be liable for any delay in performance or failure to perform its obligations in respect of the Installation if such delay or failure results from circumstances beyond the Company's reasonable control and the Company shall in such circumstances be entitled to a reasonable extension of time for the performance of such obligations.

10 APPLICABLE LAW

This Contract is governed by and shall be construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Contract and, for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales, save that where the Premises are located in the Republic of Ireland, this Contract shall instead be governed by and construed in accordance with the laws of Ireland, and each party irrevocably submits to the exclusive jurisdiction of the courts of Ireland in respect of that Contract.

11 RIGHTS OF THIRD PARTIES

Pursuant to section 1(2) of the Contracts (Rights of Third Parties) Act 1999, the parties intend that no term of this Contract may be enforced by any person who is not a party to this Contract pursuant to section 1(1)(a) of such Act.

12 NOTICES

All notices which are required to be given under this Contract will be in writing and sent to the address, or email address, of the recipient as set out in the Quotation or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered by hand, first class pre-paid letter or email and shall be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, at the time of transmission, provided that no delivery failure or "out of office" message is received by the sender. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

13 CONFIDENTIALITY

- i) Each party shall keep the other's Confidential Information confidential and shall not disclose it to any third party except as required to perform this Contract, as required by law or regulation, or to its professional advisers.
- ii) This clause 13 shall survive termination of this Contract.

14 DATA PROTECTION

- i) Where the Installation involves the Processing of Personal Data (including CCTV footage, access control logs and visitor records), each party shall comply with its obligations under the Data Protection Legislation.

Every Quotation shall state whether the Installation is an On-Premises System or a Cloud-Managed System (as defined below); the System Design Proposal then provides the supporting technical detail.

- ii) Where the Quotation states that the Installation is an On-Premises System (being Equipment sold to and operated by the Customer), the Customer is the sole Controller of, and is responsible for all Processing of, any Personal Data captured, recorded or stored by the Equipment. The Company's role in respect of an On-Premises System is limited to installing and, where a maintenance contract is in place, maintaining it, and the Company does not act as a Processor of Personal Data held on an On-Premises System, save to the limited extent it may incidentally access such data while carrying out maintenance, servicing or fault-finding. Where the Company does access such data for those purposes, it shall keep it confidential and shall not use it for any other purpose.
- iii) Where the Quotation states that the Installation is a Cloud-Managed System, being a cloud-managed system that is hosted or managed on the Customer's behalf by a provider supplied by the Company, the Company (or its supplier, as sub-processor) acts as Processor of any Personal Data captured by the Cloud-Managed System, and shall process it only on the Customer's documented instructions, subject to appropriate technical and organisational security measures. The Company shall ensure that a data processing agreement in the form required by the Data Protection Legislation is in place with any such supplied provider in advance of that provider being engaged to process Personal Data under this Contract, and the parties shall enter into a corresponding data processing agreement between the Customer and the Company in respect of that Processing before the Cloud-Managed System goes live.
- iv) The Customer is responsible for ensuring that any signage, privacy notices and lawful basis required for the Installation to operate (for example, CCTV signage under ICO guidance) are in place, whether the Installation is an On-Premises System or a Cloud-Managed System.
- v) Each party shall notify the other without undue delay on becoming aware of a personal data breach affecting Personal Data it processes under this Contract. For an On-Premises System, this obligation applies to the Company only in respect of data it has accessed under clause 14(ii).

15 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior discussions, representations or agreements, whether written or oral, except that nothing in this clause shall exclude liability for fraudulent misrepresentation.

16 CONSUMER CUSTOMERS

Where the Customer is an individual contracting wholly or mainly outside their trade, business, craft or profession (a "Consumer Customer") and this Contract is a distance contract or an off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Consumer Contracts Regulations"), this Clause 16 applies in addition to the rest of these Terms and Conditions, and in the event of any conflict this Clause 16 shall prevail as regards a Consumer Customer.

- i) The Company shall provide the Consumer Customer with the information required by the Consumer Contracts Regulations before the Contract is concluded, in addition to the Quotation and System Design Proposal.

- ii) The Consumer Customer has the right to cancel this Contract within 14 days of the day the Contract is entered into, without giving any reason, by giving written notice of cancellation to the Company (the "Cancellation Period").
- iii) If the Consumer Customer wishes the Company to begin work during the Cancellation Period, they must make an express request to that effect, acknowledging that they lose the right to cancel once the Installation is complete. Where work begins during the Cancellation Period at the Consumer Customer's express request and the Consumer Customer subsequently cancels, the Consumer Customer shall pay the Company for the work carried out and any Equipment supplied up to the point of cancellation, calculated on a reasonable pro-rata basis.
- iv) Where a Consumer Customer cancels in accordance with this Clause 16, the Company shall refund any sums paid within 14 days of being notified of the cancellation, less any amount properly due under clause 16(iii).
- v) Nothing in this Clause 16 limits any other right a Consumer Customer has under the Consumer Contracts Regulations or other applicable consumer protection legislation.
- vi) Where the Customer is not a Consumer Customer, this Clause 16 does not apply, and the Contract is a business-to-business contract to which the remainder of these Terms and Conditions apply in full without modification.