

## **DMS Terms and Conditions**

DMS (Deaf Message Service) as supplied by Fireco Ltd, terms and conditions. These terms & conditions must be read with the normal Fireco Ltd "Terms and Conditions of Business".

### **1. DMS Interpretation**

1.1 In these terms 'LOCATION' means the location in which a DMS Controller unit is installed, 'END USER' means any mobile number connected to DMS, 'FALSE ALARM' means when the Fire Panel (CIE) enters its ON, or ALARM, or ALERT state without genuine automatic activation due to fire hazard detection, 'SUBSCRIPTION' means the payable annual subscription to maintain access to the DMS Service, 'SERVICE' means the DMS Service including, but not limited to: back-end administration, backup and recovery measures; DMS Controller firmware upgrades; delivery of SMS messages and/or Emails and/or WhatsApp messages and/or Phone Calls.

### **2. DMS General**

2.1 DMS is a supplementary alerting device for use with a fire detection and alarm system which is intended to support the fire notification devices as well as the procedures and processes which are used in a protected location. DMS is a reasonable adjustment and addition to a fire alarm system with the intention of aiding compliance with elements of the Equality Act 2010.

2.2 The buyer's Fire Log must be made accessible to the seller at the seller's request if a FIRE message is triggered from a DMS Controller unit installed at any buyer location. This will be used to justify triggering DMS (genuine activation). Any information will be kept in strict confidence by Fireco Ltd.

2.3 The DMS Controller SIM card is leased by the buyer from the seller and as such remains the property of the seller.

2.4 The DMS Subscription will be charged initially from the date of the DMS installation until the following 31st December at a pro rata'd rate, in subsequent years the DMS Subscription will be charged for the calendar year January to December. Late payment of the DMS Subscription can result in your DMS Service being suspended.

2.5 The DMS Controller together with the DMS Subscription can be paid by monthly Direct Debit, contact Fireco for more details.

2.6 The end user quota is capped at 1000 per location, Fireco Ltd reserves the right to levy additional charges if this limit is exceeded.

2.7 Termination of the DMS Service per location can be made by either the seller or the buyer after 30 days written notice being given. All end users connected to those locations will be removed from the DMS database with an SMS notification. The DMS Controller SIM card must be returned within 14 working days from the Termination Agreement.

2.8 If during installation or at any other time, the fire panel (CIE) maintenance company are required on site, the cost shall not be the liability of Fireco Ltd. In addition, if access is denied, or a booked installation is not completed due to events outside Fireco Ltd's control, then the cost of re-installation will be met by the buyer.

2.9 Fireco Ltd will not be held responsible for any delivery failure or delay of SMS messages, Emails, WhatsApp messages or Phone calls due to any mobile network issues and/or mobile signal strength of the end user's mobile device.

### **3. DMS Inhibit Mode**

3.1 The inhibit mode function must be used when the fire panel (CIE) is activated at any time other than during automatic activation due to fire hazard detection. The DMS Controller will remain in inhibit mode with the orange status LED flashing to indicate the inhibit mode is active for 5 minutes (default). The DMS Controller will NOT communicate to the DMS Server when the status LED is flashing, preventing a false alarm.

3.2 False alarms will be charged at a cost of £150 + VAT after two such false alarms have occurred in each year of service from installation. Using the DMS inhibit mode will not trigger such false alarms.

3.3 If works or alterations are to be carried out on a fire panel (CIE) with a DMS Controller installed, Fireco Ltd must be informed prior to this work being carried out.

**You can find all the seller's policies and notices via [www.fireco.uk](http://www.fireco.uk) and you should refer to this site for any further updates.**

Business and Registered Office address:  
Fireco Ltd, Head Office, 5 Grange Road, Southwick, BRIGHTON BN42 4DQ

**Thank you for buying from Fireco.**