

## **DMS Terms and Conditions**

DMS (Digital Messaging 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, upkeep and remote maintenance of DMS; backup and recovery measures; 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 applicable to non-cloud versions is leased by the buyer from the seller and as such remains the property of the seller.

2.4 The DMS Subscription is an annual subscription that automatically renews each year. Invoices are automatically issued at the time of renewal and late payment of the DMS Subscription can result in your DMS Service being suspended.

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

2.6 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 by SMS notification. The DMS Controller SIM card, where applicable, must be returned within 14 working days from the date of Termination.

2.7 If during installation or at any other time, the fire panel (CIE) maintenance company is 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.

2.8 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.

2.9 Should the unit go into a fault, Fireco Customer Support will investigate and troubleshoot the issue over the phone. If the issue still persists, a Fireco Engineer will be sent to the site to investigate. If the issue is not caused by a faulty product, the customer will be liable for a call-out charge at our standard rates.

2.10 Fireco performs general status monitoring of all DMS devices during regular business hours (excludes weekends and public holidays) For cloud devices, customers will be given a secure login to monitor the status of their own device at any time.

### **3. DMS Inhibit / Pause Mode**

3.1 For non-cloud DMS devices, 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 For cloud devices, the unit should be paused. Please contact [support@fireco.uk](mailto:support@fireco.uk) or call 01273 320650 for assistance. The DMS Controller will NOT communicate to the DMS Server while paused, preventing a false alarm.

3.3 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.

3.4 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.

#### 4. GDPR

4.1 Fireco uses certain data such as the subscriber's name, email address, and phone number as part of DMS, RollCall, and InSite subscription services. We process this data to send additional notifications specifically for fire safety purposes relating to these services.

4.2 Fireco will not share a subscriber's personal data with third parties. Only authorised users of the Fireco DMS management portal will have access to some subscriber information relating to their site.

4.3 Fireco understands the requirements set out under the Data Protection Act 2018 commonly known as GDPR and only uses data in an appropriate and lawful manner. Fireco's [GDPR policy](#) is under regular review and the full policy can be viewed [here](#).

**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, BN42 4DQ, United Kingdom

**Thank you for buying from Fireco.**



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