

iPECS - Terms & Conditions

1. Any references to iPECS in this document refer to the Customer's Hosted Telephony Platform.
2. All call charges, unless otherwise stated, are calculated on the rates shown on a per second basis and are then rounded up to the nearest penny.
3. All charged calls will attract a minimum call charge of 1p at all times.
4. A fair usage policy shall apply and any customers who exceed the fair usage policy will not receive any discounting and all minutes will be subject to a per minute price according to the Arrow Hosted Telephony Call Rate Card. All call charges, unless otherwise stated, are calculated on the rates shown on a per second basis and are then rounded up to the nearest penny.
5. Calls to 084/087/118/09 numbers will incur an access charge for the initial minute or part minute and in one minute increments thereafter, in addition to the service charge cost of the call.
 - Peak Period: Monday to Friday 08:00 to 18:00
 - Off Peak Period: Monday to Friday 18:00 to 08:00
 - Weekend: Saturday 00:00 to Sunday 23:59
6. All tariffing and quantities stated within the Product Agreement are to remain activated for the full duration of the Product Agreement.
7. Existing DDI number ranges or individual numbers can be ported to Arrow provided that a porting agreement is in place between the network operators involved. Where it is not possible to port numbers or should any delays in porting occur, Arrow accepts no liability for these instances. There is no limit to the number of DDI number ranges or individual numbers that can be ported. The Customer is liable for any connection and rental charges associated with the early provision of this or any other service as well as any additional porting charges that are incurred as part of the porting process. All additional porting charges will be charged as per the Porting Pricebook.
8. All installations may be subject to site survey. Any excess construction or installation charges will be confirmed in advance and invoiced once installation has been completed.
9. The Customer is responsible for the configuration and ongoing support of any connectivity and network switches if the internet connection supporting this solution is not supplied by Arrow. In the case of a fault, the Customer must liaise with the internet service provider of the associated internet connection or network switch.
10. Arrow will not accept responsibility for any system malfunction which is deemed to have resulted from maintenance, alteration or repair to the iPECS platform or associated telephony hardware unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not observed, then Arrow may either terminate the Product Agreement without liability or restore the iPECS platform or telephony hardware at the cost and expense of the Customer. Please note that additional delivery charges may be payable by the Customer in relation to iPECS hardware from time to time where a Customer has more than one site or if an installation is to be completed in stages by Arrow and such charges will be notified to the Customer.
11. Title to any iPECS handsets supplied by Arrow shall remain with Arrow for the initial term as set out in the Product Agreement (such term to commence after the first activation of the service to which the relevant handset is connected). Following the end of the relevant initial term, title to such handsets will automatically pass to the Customer provided that no outstanding payment for the service is owed by the Customer to Arrow. In the event that this is the case, title will only pass to the Customer upon receipt by Arrow of cleared funds settling all outstanding amounts. The Customer shall not sell or otherwise dispose of any handset to which Arrow retains title nor charge the same as security or do any other thing which transfers or purports to transfer title in the handset to any other party.

Notwithstanding the above, title to all intellectual property rights in relation to the configuration of the iPECS service within the iPECS handsets or the Customer portal is and shall remain at all times the property of Arrow unless otherwise agreed between the parties and Arrow shall grant the Customer a non-exclusive, free of charge, non-transferable and non-sublicensable licence to use such configuration on the iPECS handsets only for the purposes of providing or using the services (as applicable) and only for the duration of the relevant contract or order for the iPECS services.

12. In the event of loss or damage to an iPECS handset (excluding normal wear and tear) prior to title passing to the Customer, Arrow shall be entitled to invoice the Customer with the cost to Gamma of a replacement handset and the Customer shall pay any such invoice according to its then current terms of payment with Arrow.
13. Handsets supplied for use with iPECS service cannot be used with any other service and Arrow is under no obligation to adapt any handset for general use at any time either before or after title passes to the Customer.