

overcharged the Service Operator in the invoice as a result of the Manifest Error. The remainder of the amounts charged in the invoice will be paid by the Service Operator on or before the Due Date in the normal manner. The amount withheld may be withheld until such time as the Telecom ROC and the Service Operator have settled between them in accordance with the disputes procedure set out in Clause 6.9, whether or not there is a Manifest Error in the invoice and, if there is, the amount of it. If as a result of the disputes procedure, it is found that there was a Manifest Error in the invoice, then if:

6.6.1 the amount by which the Service Operator was overcharged in the invoice as a result of the Manifest Error is less than the amount withheld by the Service Operator, the Service Operator shall forthwith refund to that Telecom ROC the amount of the difference, and shall pay to the Telecom ROC interest at the Bill Rate (as at the day after the Due Date of the invoice) plus 1 percent per annum on that refunded amount for the period from and including the day after the Due Date to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the refunded amount;

6.6.2 the amount by which the Service Operator was overcharged in the invoice as a result of the Manifest Error is equal to the amount withheld by the Service Operator, the Service Operator shall retain the amount withheld;

6.6.3 the amount by which the Service Operator was overcharged in the invoice as a result of the Manifest Error is greater than the amount withheld by the Service Operator, then that Telecom ROC shall forthwith refund to the Service Operator the amount of the difference and shall pay to the Service Operator interest at the Bill Rate (as at the date on which the overpayment was made by the Service Operator) plus 1 percent per annum on that refunded amount for the period from and including the date on which the overpayment was made by the Service Operator to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the payment of the refunded amount.

6.7 If as a result of the disputes procedure it is found that there was not a Manifest Error in the relevant invoice, then the Service Operator shall forthwith refund in full the amount withheld and shall pay to that Telecom ROC interest at the Bill Rate (as at the date of the invoice) plus 1 percent per annum for the period from and including the date of the invoice to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the refunded amount. Nothing in this Clause 6.7 shall prevent the Service Operator from claiming an amount in accordance with Clause 6.8, if the Service Operator has reasonable cause to believe that the invoice contains a billing error which is not a Manifest Error.

6.8 If the Service Operator has a claim in respect of the accuracy or correctness of an invoice issued by a Telecom ROC (other than any claim in respect of a Manifest Error which has been made under Clause 6.6), the Service Operator shall no later than 12 months after the Due Date of the invoice which it disputes, serve notice on that Telecom ROC setting out details of the relevant invoice, the disputed amount and the grounds for the dispute together with supporting evidence. All disputes under this Clause 6.8 must be bona fide disputes for which the Service Operator has reasonable cause to believe that there has been a billing error.

6.9 The Telecom ROC and the Service Operator will use their reasonable endeavours to promptly settle any claim of a Manifest Error under Clause 6.6 and any claim of which a Telecom ROC is notified under Clause 6.8. Failing resolution:

6.9.1 in the case of claims under Clause 6.6, within 60 days from the Due Date of the invoice; and

6.9.2 in the case of claims under Clause 6.8, within 60 days of the date of the service of the notice under Clause 6.8; either party may serve notice on the other that it wishes the dispute to be arbitrated and the dispute shall be referred to arbitration in accordance with Clause 30.3 on the expiry of 10 days from the date of service of such notice. The terms of reference of such an arbitration shall be agreed between the parties but in no event shall relate to matters other than the accuracy or correctness of the invoice.