

6.10 If a claim under Clause 6.8 is resolved in favour of the Service Operator, then the Telecom ROC will forthwith refund to the Service Operator:

6.10.1 the disputed amount, or so much thereof as the resolution of the dispute dictates should be refunded;

6.10.2 interest at the Bill Rate (as at the date on which the overpayment was made by the Service Operator) plus 1% per annum on the refunded amount referred to in Clause 6.10.1 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.

6.11 Nothing in this Agreement or in the terms of any invoice or statement shall prejudice each Telecom ROC's right to charge the Service Operator for any services under this Agreement, the charges for which should have been included within earlier invoices or statements but which were inadvertently omitted. This right shall be limited to a period of 12 months from the date of the provision of the relevant service after which no charge may be made for that service.

6.12 A Telecom ROC may at the direction of the Service Operator apply any refunds payable under Clauses 6.6.3 and 6.10 as a credit towards other charges payable by the Service Operator under this Agreement.

6.13 Where:

6.13.1 an amount due from the Service Operator to a Telecom ROC under this Agreement remains unpaid after the Due Date of the relevant invoice; or

6.13.2 an amount due from the Service Operator to a Telecom ROC under Clauses 6.6.1 or 6.7 remains unpaid on the sixth Working Day after the date of resolution of the dispute; then, without prejudice to any of the Telecom ROC's rights of suspension or restriction of that Telecom ROC's Network Service or the rights of termination of this Agreement, the Service Operator shall be liable to pay to that Telecom ROC interest on that amount at the Bill Rate (as at the day after the Due Date or the date 6 Working Days after the date of resolution of the dispute, as the case may be) plus 5 percent per annum, such interest to be charged:

6.13.3 in the case of interest payable in respect of amounts unpaid after the Due Date of the relevant invoice and except as provided in Clause 6.14, from and including the day after the Due Date of the relevant invoice;

6.13.4 in the case of interest payable in respect of amounts unpaid on the sixth Working Day after the date of resolution of a dispute, from and including the sixth Working Day after the date of resolution of the dispute.

6.14 Where:

6.14.1 the Service Operator does not receive from a Telecom ROC an invoice (dated on a scheduled invoice date notified to the Service Operator by that Telecom ROC under Clause 6.2) before the expiry of 5 Working Days after that scheduled invoice date; and

6.14.2 the Service Operator gives notice to the Principal ROC in accordance with Clause 19.3 no later than the expiry of 1 Working Day after the expiry of the 5 Working Day period referred to in Clause 6.14.1 of failure to receive the invoice described in Clause 6.14.1 ("the late invoice"); and

6.14.3 that Telecom ROC fails to deliver the late invoice or a duplicate copy of it to the Service Operator before the expiry of 2 Working Days after the date on which the Service Operator's notice referred to under Clause 6.14.2 is served on the Principal ROC;

then notwithstanding Clause 6.13.3, in the event that the amount due from the Service Operator to the Telecom ROC under this Agreement remains unpaid after the Due Date of the late invoice, interest on that amount at the Bill Rate (as at the day after the Due Date) plus 5 percent per annum shall be charged from and including a date which occurs a number of days