

Schedule 1

BILLING AND PAYMENT

1. BILLING PROCESS

- 1.1 BT will establish and keep call records for Emergency Calls made. For each Emergency Call BT shall record the following:
- (i) Interconnect Link identifier;
 - (ii) CLI; and
 - (iii) the date and time when the Emergency Call was received.
- 1.2 BT will provide the billing information set out in paragraph 1.1 of this Schedule (“Billing Information”) above with each invoice to enable the Operator to validate the invoice.
- 1.3. BT will provide a paper invoice, and if requested, will provide an electronic invoice to the address of the Operator agreed between the Parties.
- 1.4 If the Operator raises questions with BT about the invoice BT shall use its reasonable endeavours to answer such questions as soon as practicable after receipt of same from the Operator. This exchange of questions and answers shall not be construed as part of the dispute procedure detailed in section 4 below.
- 1.5 If the Billing System malfunctions and fails to provide all of the Billing Information necessary to prepare an invoice, the Operator shall at the request and reasonable expense of BT use its reasonable endeavours to supply the missing Billing Information to BT. There shall be no liability on BT of any nature whatsoever or howsoever arising for the preparation of an incorrect invoice resulting from inaccuracies in such billing information provided by the Operator to BT. BT acknowledges that any billing information supplied to it by the Operator pursuant to this paragraph shall have been supplied via a verification system (rather than a billing system) and the Operator cannot warrant that the information is free of error.

2. INVOICES

- 2.1 The Operator shall pay each invoice within 30 days of the date of the invoice.

3. PAYMENT

- 3.1 Subject as stated below, all charges due by the Operator to BT under this Agreement shall be payable by the Due Date.
- 3.2 If, pursuant to paragraph 4.1, the Operator shall have notified BT of a dispute relating to such invoice within 14 days of the invoice, and such dispute shall not have been resolved before the Due Date, and if the amount in dispute represents:
- (i) a sum less than less than 10 per cent of the total amount of the relevant invoice (excluding VAT), the total amount invoiced shall be due and payable on the Due Date; or
 - (ii) a sum of at least 10 per cent or more of the total amount of the relevant invoice (excluding VAT), the amount in dispute (and VAT on the disputed value) may be withheld until the dispute is resolved and the balance shall be due and payable on the Due Date.
- 3.3 Notwithstanding notification of a dispute pursuant to paragraph 4.1, if the Operator fails to pay on the Due Date any amount due under this Agreement BT shall be paid interest at the Interest Rate as at the Due Date in respect of any such amount outstanding. Failure to remit payment is a breach of this Agreement for which BT

may commence termination of this Agreement as set out in clause 20 of the main body of the Agreement.

3.4 Interest at the Interest Rate shall be payable as follows:

- (i) for late payment, from and including the day after the Due Date ending on the date of payment;
- (ii) such interest shall accrue day by day and shall not be compounded; and
- (iii) interest at the Interest Rate may be invoiced monthly or quarterly.

3.5 VAT shall be added to all or any part of the charges under this Agreement and shall be paid by the Operator.

4. BILLING DISPUTES

4.1 If the Operator has a billing dispute, and intends to withhold disputed amounts in accordance with Clause 3.2 hereof, it shall notify the ECAS Policy and Performance Manager in writing within fourteen (14) days from the date of the relevant invoice. If the Operator has a billing dispute (where disputed monies are not being withheld) it shall notify the ECAS Policy and Performance Manager in writing within twenty four (24) months of the Due Date of the relevant invoice. Notifications of billing disputes shall be in the form set out in the Billing Dispute Notification Form as published on the ECAS Website from time to time and shall include an explanation of the amount disputed, the reasons and all relevant information.

4.2 BT will then review and provide a response within fourteen (14) days of receipt of such Dispute Notification Form. Where appropriate, Emergency Call details, strictly limited to information relevant to accounting, may be provided on request to the Operator, using an audited access process.

4.3 Any dispute which has not been settled by BT and the Operator within fourteen (14) days of the matter being raised, may be escalated by either Party by notice in writing to the other Party.

4.4 If the dispute is not resolved at the first level within fourteen (14) days of escalation either Party may refer the dispute to a second level.

4.5 If the dispute is not resolved at the second level within five (5) days of escalation (or such longer timeframe as the Parties may agree in writing) either Party may refer the dispute to arbitration in accordance with paragraph 19.6 of the Agreement.

4.6 The above process is without prejudice to the rights of either Party under the Legislation.

5. NOTIFICATION OF A CHANGE TO THE BT ECAS BILLING FILE

BT shall give to the Operator not less than 3 months' written notice (or such other period as may be agreed with the Operator, such agreement not to be unreasonably withheld), if BT is proposing a replacement of, or fundamental change in, the format of the billing file, as set out in paragraph 1.1 of this Schedule 1.

6. UNDETECTED BILLING ERRORS

6.1 It may be necessary from time to time to issue an additional Invoice or credit note (in accordance with the terms of this agreement) in order to recover charges

arising from the under or over-billing of services or as a result of agreement between the Parties. The issuing Party shall also provide a reasonable level of detail to support the additional invoice or credit note. Such invoice or credit note may be subject to Clause 19 of the Agreement in the event of a dispute.

- 6.2 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within twenty four (24) months of the date of the end of that Billing Period. When either Party becomes aware of an error in the process, they must undertake all reasonable endeavours to make the necessary correction and where possible an estimate of the financial impact of these undetected errors should be provided.