

onecom

# Subsidy Terms



## 1 General

These Subsidy Terms should be read in conjunction with all other terms of the Contract.

## 2 Interpretation

2.1 Terms defined in the General Terms and used in these Subsidy Terms shall have the meaning set out in the General Terms. The following definitions shall also apply:

<b>Early Termination Fees</b>	an amount paid to the Customer by Onecom to assist the Customer in paying early termination fees charged by the Customer's outgoing provider
<b>Line Rental Discount</b>	a fixed recurring cash payment made to the Customer by Onecom as a contribution towards: (i) the Recurring Charges; or (ii) the Customer's monthly spend with a third-party mobile network operator
<b>Rebate</b>	one or more cash payments made to the Customer by Onecom during the Minimum Term
<b>Subsidy Recovery Charge</b>	a sum equal to the total Subsidy paid or provided to the Customer in respect of the terminated Services plus the administration charge set out in the Price Guide
<b>Technology Fund</b>	a monetary fund available to the Customer to purchase Equipment, or to take as cash subject to paragraph 5

2.2 The rules of interpretation set out in the General Terms apply to these Subsidy Terms.

## 3 Accrual of Subsidy

3.1 Unless stated otherwise in the Order Form, Subsidy shall accrue and be released or made available to the Customer in equal amounts (calculated by dividing the total Subsidy by the number of months in the Minimum Term) at the end of each completed month of the Minimum Term.

3.2 In the event the total Subsidy changes during the Minimum Term, future monthly accrual amounts shall be adjusted accordingly.

3.3 Subsidy shall cease to accrue:

3.3.1 upon expiry of the Minimum Term;

3.3.2 upon termination of the Contract (in whole or in part) for any reason; and/or

3.3.3 (where applicable) upon termination of the Customer's contract with a third-party mobile network operator (in whole or in part) for any reason.

3.4 If the Minimum Term is extended, the Customer shall not be entitled to Subsidy during the extension.

3.5 No Subsidy shall be paid in respect of any sum payable by the Customer which arises as a result of termination of the Customer's contract with a third-party mobile network operator.

## 4 Payment

4.1 Where Subsidy takes the form of any payment to the Customer:

4.1.1 if the Customer wishes any payment to include VAT, the Customer must provide Onecom with a valid VAT invoice at least 30 days in advance of payment;

4.1.2 Onecom shall not provide the Customer with a credit note in respect of any payment; and

4.1.3 any payment required by the Customer to be made by cheque will incur a processing fee as detailed in the Price Guide.

4.2 In addition to any provisions detailed in the Service Terms, without limiting any other right or remedy of Onecom, Onecom may withhold the payment or release of any Subsidy should the Customer fail to make any payment by the relevant due date for payment under the Contract and/or under any other contract between Onecom and the Customer.

## **5 Technology Fund**

5.1 Without prejudice to the remaining provisions of these Subsidy Terms, in the event the Subsidy takes the form of a Technology Fund, the Customer agrees to the provisions of this paragraph 5.

5.2 Prior to the expiry of 9 months of the Minimum Term, the Technology Fund can only be used by the Customer to purchase Equipment from Onecom.

5.3 After the period in paragraph 5.2 has expired, provided the Customer has submitted a written request to Onecom, the Customer may draw the balance of any accrued unpaid/unused Technology Fund as cash.

## **6 Rebate**

6.1 Without prejudice to the remaining provisions of these Subsidy Terms, in the event the Subsidy takes the form of a Rebate, the Customer agrees to the provisions of this paragraph 6.

6.2 The Rebate shall be paid to the Customer by Onecom on such date(s) as detailed in the Order Form.

6.3 The Customer must provide Onecom with such information as Onecom may reasonably require in order to calculate and/or pay a Rebate.

## **7 Line Rental Discount**

7.1 Without prejudice to the remaining provisions of these Subsidy Terms, in the event the Subsidy takes the form of a Line Rental Discount, the Customer agrees to the provisions of this paragraph 7.

7.2 Each Line Rental Discount payment will be made to the Customer by Onecom on such date as Onecom shall determine (acting reasonably).

7.3 The Line Rental Discount is a payment to the Customer from Onecom and not a payment made direct to a third-party mobile network operator or a deduction/credit applied to any invoice.

## **8 Early Termination Fees**

8.1 Without prejudice to the remaining provisions of these Subsidy Terms, in the event the Subsidy takes the form of Early Termination Fees, the Customer agrees to the provisions of this paragraph 8.

8.2 The Customer must provide Onecom with a complete copy of the outgoing provider's final invoice showing the early termination fees payable to the outgoing provider and such other information as Onecom may reasonably require.

8.3 Unless and until Onecom has received documentary evidence (to Onecom's reasonable satisfaction) showing such early termination fees, no payment will be made to the Customer. If the Customer fails to provide such evidence within 6 months after the Service Commencement Date, the Customer shall forfeit the Subsidy to Onecom.

8.4 Onecom will pay the Customer the lower of:

8.4.1 the outgoing provider's actual early termination fees (as evidenced pursuant to the above provisions); and

8.4.2 the Subsidy allocated to Early Termination Fees as set out in the Order Form.

8.5 Where the outgoing provider's actual early termination fees are lower than the Subsidy allocated to Early Termination Fees in the Commercial Terms, the difference shall be forfeited to Onecom.

**9 Subsidy Recovery Charge**

9.1 In the event:

9.1.1 the Contract or a Service is terminated by the Customer pursuant to clause 17.1 of the General Terms before expiry of the Minimum Term; or

9.1.2 the Contract is terminated by Onecom pursuant to clauses 17.2 or 17.3 of the General Terms,  
the Customer shall pay to Onecom the Subsidy Recovery Charge.