

# Generic HSC Payment Terms

We appreciate that a smooth and consistent flow of commissions is critical to the efficient running of your business and will always endeavour to release any funds due in a timely manner. Please note that on all new accounts we will monitor the commissions versus invoices in the first 4-6 weeks of trading and reserve the right to withhold payments until invoices start to come due. We also reserve the right to withhold payments if the account balance due far exceeds the commissions awaiting payment. If payments are to be held, you will be notified by a member of the Credit Control team.

In certain circumstances it may be necessary to suspend trading activity on your account for extended periods. In these circumstances, we will notify you of the suspension. We reserve the right to withhold payment of commissions for up to six months following account suspension to off-set network claw-backs and any other debt arising from activity on your account. Any remaining balance will be repaid in full after this period.

## Network Payment Terms

### **3**

Paid 14 days after connection date subject to payment of connection being received from the Network. This information is received by HSC weekly for connections made 10-16 days prior to date of receipt.

### **O2**

Paid 14 days after connection subject to receipt by Commissions Department of correctly completed contract and required proofs.

### **Orange**

Paid 14 days after connection date subject to payment of connection being received from the Network. This information is received daily

### **T-Mobile**

Paid 14 – 28 days after connection subject to payment of connection being received from the Network. This information is received by HSC twice a month e.g.

10th of month 2 – Confirming connections from 16th – 31st of month 1

25th of month 2 – Confirming connections from 1st – 15th of month 2

Only HSC stock connected with a HSC authorised SEC code are valid for commission payment.

### **Virgin**

Paid 14 days after connection subject to receipt by Commissions Department of correctly completed contract and required proofs

## Additional Network Terms

3



Any connections falling into the following categories will have full commission clawed back if:

- a) There is no usage on the customer's account during any one of the first three months of contract and/or
- b) There is a default on any of the first three bills from registration

Should acceptable contract and proofs be received by HSC within 14 days of request and are subsequently accepted by the network, full commission will be repaid, Subject to your fraud/non payment being below 5% of you net connections for the period.

However, if your fraud/non payment clawbacks are over 5% of your net connections for the same period, then a charge for the repayments over and above the 5% will be applied to your account.

3 however reserve the right to clawback any commissions paid for the above reasons up to 6 months of registration.

### **Disconnection**

14 day money back – full clawback .

Failure to comply with the Customer Registration Process – full clawback

### **Prepay**

Handset must be activated in store to trigger commission payment. A non genuine customer; failure to use service or failure to top up within 3 months of registration could result in full clawback.

**Cashback Queries** - Full commissions will be clawed back should a cashback issue not be resolved within 7 days of notification by letter.

### **Returns**

Returns between 10% and 14.99% of your monthly connections will be charged at £20 per returned handset. Returns between 15% and 24.99% of your monthly connections will be charged at £40 per returned handset. Returns over 25% of your monthly connections will be charged at £50 per returned handset. In addition, 3 will only allow full credit returns for unused handsets. This means handsets which have not been used to make or receive calls or texts or to download content.

### **Missing Items**

For every handset returned incomplete, there will be a charge applied per item. Missing items include the battery, headset, memory card, charger or any other extra which is included as standard in the box. A full list of these charges are published on yourhsc.com within the returns Knowledge Library area.

Hugh Symons reserves the right to clawback all commissions paid at any time where fraudulent activity is believed to have taken place or connection procedures have not been followed. This includes IMEI number and SIM number being paired at point of connection and remaining paired unless exchange procedures have been followed and customer details updated.

### **Premicell/Fixed Cellular terminal/Gateways**

This type of activity on the network will result in full clawback at any point during the contract period.



### **Billing Adjustments**

- > Talkplan change, disconnection or other action, in the sole belief of Orange, made for commercial gain of either the customer or retailer.
- > Disconnection of Value Added Service within 120 days after activation
- > Disconnection of customer connected through Mobile Number Transfer within 120 days after connection. Connections prior to June 2004 still subject to terms at point of connection.

### **Prepay**

If the handsets or SIM are not connected to a genuine customer (being an account holder whose account has been opened in good faith & in the absence of fraud as to identity or purpose), the Network reserves the right to withhold payment of un-paid commission or if commission has already been paid clawback £50 or the commission paid, whichever is greater.

No second top up undertaken within 120 days after connection. For clarity, the initial £1 credit supplied at registration is not classed as a top up.  
Original SIM and IMEI must still be paired at point of second top up.

### **Returns**

If 14 day money back returns exceed the following percentage thresholds in any one month the following charges will apply from 1st May 2005:  
Up to 5% = no charge, 5%-6.25% = £20 charge, 6.25%+ = £30 charge

### **Additional Upgrade Returns Charges**

From the 1st February 2007 Orange are introducing charges for disconnections requested on all Upgrades over a certain level. Up to 4.99% = no charge, 5%-9.99% = £20 charge\*, 10%-14.99% = £50 charge\*, 15%+ = £80 charge\*

This information will be supplied by Orange on a monthly basis and will apply to the month the disconnection was requested from Orange, not the month that the handset was requested - i.e. if the handset was connected in January but the RA requested in February, the charges will be applied in February. \*This charge applies to each disconnected handset.

Any handset returned incomplete (minus charger, battery etc) will not qualify for a credit on your account and will be returned to you.  
All handsets must be returned to HSC within 14 days of the RA number being issued by Orange. RA numbers must be issued by Orange before requesting a collection form HSC.

Hugh Symons reserves the right to clawback all commissions paid at any time where fraudulent activity is believed to have taken place or connection procedures have not been followed. This includes IMEI number and SIM number being paired at point of connection and remaining paired unless exchange procedures have been followed and customer details updated.

For a full copy of Orange's Terms and Conditions please refer to our website in the additional network information area of the Sales Knowledge Library.

### **Premicell/Fixec Cellular terminal/Gateways**

This type of activity on the network will result in full clawback at any point during the contract period.

**T-Mobile**



### **Fraud / Non-payment - full clawback**

Customers who have not paid their first bill within 120 days of connection (Full clawback).

### **Disconnections**

Disconnection within in 120 days of connection (full clawback) including fraud & non payment.

### **Billing Adjustments**

If after 120 days the tariff is lower than at point of connection (differential Tariff bonus clawback). These can occur in the following instances 1) B2B account health checks or 2) in exceptional circumstances to retain the customer.

Disconnection of commitment VAS (12 month bundles) within 6 months of connection (VAS commission clawback).

Disconnection of non commitment VAS (monthly) within 3 months of connection (VAS commission clawback).

### **Business Proofs**

Business connections will be audited in the 3rd month following connection. You will be informed by letter of any contracts and proofs required for this audit. If no contract and proofs are received within the specified time frame, or, in the view of the Network, the contract and proofs fail to comply with business proof policy for Business connections, a clawback (£40 minimum) will be applied (T-Mobile do however reserve the right to clawback all commissions paid in relation to breach of acceptance process).

### **T-Mobile Queries**

Please note that T-Mobile have made the following changes to their query process.

1. Totally unpaid queries remain valid for 12 months from connection date.
2. Part/short paid queries will only be investigated within 60 working days of payment to HSC.
3. Queries will only be looked at once, ensure you list all issues i.e Incorrect tariff and missing bundle. If only one issue is queried and a further problem is subsequently found this will not be looked into.
4. Turnaround time is now 45 working days from receipt at T-Mobile.

### **Prepay**

£10.00 + credit must be applied to the handset and supplied SIM card within 3 months of registration to activate payment of commissions, clawback of commission will occur where a chargeable event has not occurred within 30 days of top up and SIM and IMEI do not remain paired.

### **Returns**

Returns will not be accepted if more than 90 days from despatch by T-Mobile, irrespective of reason.

Returns exceeding 4.5% cap (total returns / despatches) in calendar month:

£80 charge post pay

£40 charge pre pay

Charges are applied monthly per phone and invoiced quarterly.

There is no sale or return service available on any T-Mobile products.

Hugh Symons Communications reserves the right to clawback all commissions paid at any time where fraudulent activity is believed to have taken place or connection procedures have not been followed. This includes IMEI number and SIM number being paired at point of connection and remaining paired unless exchange procedures have been followed and customer details updated.

### **Missing Items**

Any handset returned incomplete (minus charger, battery etc) will not qualify for a credit on your account and will be returned to you.

### **Premicell/Fixed Cellular terminal/Gateways**

This type of activity on the network will result in full clawback at any point during the contract period.