

Wholesale and FTTH

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1 Introduction

1. This document describes the billing procedure for the services provided between the service provider and the service user (as well “user”) resp. the billing recipient.

2 Billing

1. The service provider shall invoice the service user monthly for the services provided during the billing period.
2. The billing period shall in each case be one calendar month, commencing on the first day of the month and ending on the final day of the month, or may take the form of another period as agreed between the contracting parties. One invoice shall be issued for each billing period.
3. The bill is usually made available by the 10th working day of the month following the billing period. The service recipient will be informed in the event of a significant delay in billing.

3 Invoices

1. The amounts due for the services provided during the billing period are listed on a separate bill for each product.
2. The bill contains a summary of the services with the bill amount (once with and once without VAT), the bill date, the bill number, the due date, the services and products concerned, the contact persons for the service recipient and a QR payment slip (PDF).
3. The bills are comprehensible and contain all of the details that the service recipient needs to review the bill quickly and simply.
4. The service recipient should get in touch with the contact person named on the bill if they have any questions regarding the bill.
5. The bill is provided in an electronic, VAT-compliant form. The service recipient will be informed by e-mail when a new bill is ready. The service recipient's e-mail addresses are listed in the Point of Contact list.
6. Swisscom, as the service provider, makes the bill and the detailed billing information available electronically via the wholesale portal or via a download area with second authentication.

4 Payments

1. Payments should be made to the service provider within 30 days of the bill date (payment date). If payments are not made within this period, the service recipient will be deemed to be in default. The interest rate for the accruing default interest is 5% p.a.
2. All payments shall be made in Swiss francs (CHF). All prices are quoted exclusive of Swiss or foreign taxes or duties (in particular statutory VAT). Statutory value added tax will be passed on to the Party receiving the service.
3. Subject to other provisions in the contract, there is no obligation to pay interest on any kind of claims, particularly not on reimbursements (Vergütungszins), additional payments and final payments in relation to disputes by the parties.

5 Disputes relating to invoice

5.1 Notification of a dispute

1. If the service recipient disputes the accuracy of a bill, they must forward an objection by e-mail to the e-mail address provided for this purpose (dispute address), which can be found in the Point of Contact list. This should be done as soon as possible, but no later than the bill payment date. Together with the objection, the service recipient should provide the key information in accordance with section 5.2 below, which substantiates the objection.
2. If no objection has been made by the bill payment date, the corresponding bill is deemed to have been accepted.

5.2 Requirements of a dispute

1. The dispute shall contain at least the following information:
 - Invoice number
 - Billing period
 - Clear description of the service concerned
 - Dispute and detailed grounds for the dispute
 - Total invoice amount and disputed amount
 - contact person of the service user
2. In the case of interconnection services (incl. MVNO), an objection cannot be raised if the disputed amount is less than 0.5 per cent of the total amount (excluding VAT) of the bill in question and if the disputed amount is less than CHF 500 (excluding VAT).
3. If the objection does not contain all of the information listed in section 5.2.1, it is not decisive and does not have to be taken into account by the service provider. The service provider will inform the service recipient accordingly and give them a reasonable period of time to provide missing information for the objection.

5.3 Payments in the event of a dispute

- ¹ If the service recipient has raised an objection with the service provider in accordance with section 5.1 by the bill payment date, and the objection has not yet been resolved, the bill must be paid as follows:
 - If the disputed amount is less than 5 per cent of the total amount (excluding VAT) of the bill in question, the full bill amount must be paid by the bill payment date
 - If the disputed amount accounts for more than 5% of the total amount (excluding VAT) of the invoice in question, the disputed amount may be withheld until such time as the dispute is resolved, provided that the dispute that has been raised meets the requirements set out under Section 5.2. The undisputed amount of the invoice shall be paid by the due date.

5.4 Review of the dispute by the service provider

- ¹ Provided that a dispute meets the requirements of Section 5.2, it shall be reviewed by the service provider within 30 days, after which time the service provider shall inform the service user of the result of its review and the resulting final payments. In the event that the service user is not in agreement with the result, the provisions of conflict resolution shall apply.

6 Missing invoice information

- ¹ In the event that billing data is not made available to the service provider for the preparation of an invoice and such unavailability is permanent, the service provider shall inform the service user accordingly and subsequently prepare the invoice on the basis of average figures from the past three billing periods.