

## **Schedule 3**

### **Operating Procedure for CCSS Agent**

#### **1. Preamble**

- 1.1. This operating procedure (“Procedure”) sets out the principles and processes for the handling of Complaints between Customers and CCSS Members by CCSS Agent.
- 1.2. Schedule 2 of the MoU sets out the institutional arrangements for CCSS Agent set up by CAHK. CCSS Agent comprises a Governing Committee and an Operating Team.
- 1.3. The Governing Committee is responsible for the overall governance of CCSS Agent, including the management of financing, appointment of members, employment of Mediators and supporting staff, handling complaints against the Operating Team and other operational aspects of CCSS Agent.
- 1.4. The Operating Team is responsible for providing Mediation and supporting services as required under the CCSS.

#### **2. Interpretation**

- 2.1. In this Procedure, unless the context otherwise requires:
  - (a) a reference to an ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (b) paragraphs, clauses and headings are for ease of reference only and will not affect the interpretation of this Procedure; and
  - (c) words in singular include the plural and vice versa.
- 2.2. Reference to mediation in this Procedure and the Appendices hereto shall be construed with reference to the provisions in the Mediation

Ordinance (Cap. 620). In the event of inconsistency the Mediation Ordinance shall prevail.

### 3. Definition

3.1. In this Procedure, unless the context otherwise requires:

“**Bill**” means an invoice or a service statement issued by a CCSS Member through any means demanding payment pursuant to a Contract from a Customer on or before a specified date;

“**Billing Dispute**” means a dispute when a Customer disagrees with the charge(s) shown on a Bill;

“**CAHK**” means the Communications Association of Hong Kong;

“**CCSS**” means the Customer Complaint Settlement Scheme;

“**CCSS Agent**” means the agency set up to manage and operate the CCSS. Under the MoU, the CCSS Agent is set up by CAHK;

“**CCSS Framework**” means the “Framework for the Voluntary Implementation of the Customer Complaint Settlement Scheme” set out in Schedule 1 of the MoU;

“**CCSS Member**” means a telecommunications service provider that participates in the CCSS for handling Complaints;

“**CCSS Centre**” means the place where CCSS Agent operates the CCSS on a daily basis;

“**Complaint**” means any form of expressions of disputing charge(s) shown on a Bill from a Customer with respect to matter within the scope of the CCSS as described in paragraph 5 of the CCSS Framework;

“**Contract**” means a contract between a CCSS Member and a Customer in relation to the provision of one or more telecommunications services, which may or may not include pay television services provided to the Customer. For the avoidance of doubt, if the CCSS Member provides telecommunications service and pay television service separately, the telecommunications services billing disputes will fall within the scope of the CCSS, while pay television services billing disputes are excluded from the CCSS. If the CCSS Member offers bundled services, the billing disputes for the pay television services will be excluded from the scope of the CCSS provided that the billing of the telecommunications and pay television services can be clearly separated. However, the billing disputes for the bundled services will fall within the scope of the CCSS if the billing for telecommunications services and TV services cannot be separated;

“**Customer**” means a living individual who acquires a telecommunications service from a CCSS Member for personal and/or residential use (and not for commercial use) where the service terms are based on a contract with the CCSS Member. For the avoidance of doubt, a service will be deemed to be acquired for commercial use if the service is subscribed under the name of a company/business/partnership or if the service is to be provisioned at a non-residential premise;

“**Deadlock**” means a situation either (i) where a CCSS Member notifies a Customer that it could not settle the Complaint with the Customer, or (ii) where more than 6 weeks has passed since a Customer first complained to a CCSS Member via the Designated Channel(s) and the Customer considers that it is not possible to settle the Complaint with the CCSS Member;

“**Designated Channel(s)**” means the channel(s) designated by a CCSS Member to receive and record Complaints raised by Customers;

“**Mediation**” means a structured process comprising one or more telephone calls, emails, meetings, and/or other forms of communications in which one or more impartial Mediators, without

adjudicating a dispute or any aspect of it, assist the parties in dispute to do any or all of the following:

- (a) identify the issues in dispute;
- (b) explore and generate options;
- (c) communicate with one another; and
- (d) reach a Settlement Agreement regarding the resolution of the whole, or part, of the dispute;

**“Mediation Communication”** means anything said or done, any document prepared, or any information provided for the purpose of or in the course of Mediation but does not include the agreement to mediate and the Settlement Agreement, and any documents or information existed prior to the commencement of Mediation<sup>1</sup>, unless the parties agree otherwise;

**“Mediator”** means an impartial employee or representative of CCSS Agent whose role is to impartially consider requests for Mediation from Customers and/or CCSS Members, conduct the Mediation and prepare the Settlement Agreement as required;

**“MoU”** means the Memorandum of Understanding entered between CAHK and OFCA on 30 April 2015, and all subsequent amendments, concerning:

- (a) the structure and governance of CCSS Agent;
- (b) the roles and responsibilities of OFCA, CAHK, CCSS Agent and CCSS Members with regard to the CCSS; and
- (c) the conditions for the financial contribution and other support, as the case may be, to be provided by OFCA in relation to the operation of the CCSS by CAHK;

**“OFCA”** means the Office of the Communications Authority;

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<sup>1</sup> For the avoidance of doubt, any document or information which existed prior to the commencement of Mediation (e.g. when the Complaint is submitted to OFCA by the Customer under the CCSS) shall not fall within the meaning of “Mediation Communication”. However, if any document or information which existed prior to the commencement of Mediation was held by a party only and was provided to the other party for the purpose of or in the course of Mediation, such document or information shall be regarded as “Mediation Communication”.

“**Referral Number**” means a number allocated by a CCSS Member which identifies the Customer’s Complaint;

“**Settlement Agreement**” means a contractual agreement between a Customer and a CCSS Member by which both parties agree to a resolution of the whole, or part, of the Billing Dispute after the Mediation. Once the Settlement Agreement is duly signed by the parties, it may be enforced in court as a valid contract governed by ordinary principles of contract law; and

“**TO**” means the Telecommunications Ordinance (Cap. 106).

#### **4. Complaint Handling Principles**

- 4.1. Customers should first refer Complaints to CCSS Members who provide them with the telecommunications service which is the subject matter of the Complaints.
- 4.2. CCSS Members should seek to resolve the Complaints when they are raised by Customers, whenever possible. CCSS Members should not ignore or refuse to receive a Customer’s Complaint without good cause.
- 4.3. Mediation will be provided under the CCSS for resolution of the disputes between the Customer and the CCSS Member in respect of a Complaint. Where a Complaint is accepted for handling under the CCSS, the concerned Customer and the CCSS Member are required to follow the process of the CCSS.
- 4.4. When handling a Complaint, the Mediator should take into consideration the following:
  - (a) the factual circumstances of the subject matter;
  - (b) the terms and conditions of the Contracts;
  - (c) the legal and regulatory requirements subject to paragraph 5.3(1) of the CCSS Framework;

- (d) any relevant industry practices;
- (e) any proposal and counter proposal offered by the Customer and the CCSS Member to settle the whole, or part, of the dispute; and
- (f) what is otherwise fair and reasonable in the circumstances of the case.

4.5. Once the Complaint is accepted by the CCSS for handling, the CCSS Member shall not file the Complaint to the judicial system in regard to outstanding payment<sup>2</sup> before completion of the CCSS process. The CCSS Member may only submit the Complaint for handling by the judicial system in the following circumstances:

- (a) 8 weeks have lapsed since the notification by the CCSS Member to the Customer in respect of the Deadlock, or 4 months have lapsed since the Customer first lodged the Complaint to the CCSS Member through the Designated Channel(s);
- (b) the Complaint is not accepted for handling under the CCSS;
- (c) the Complaint has been handled by CCSS Agent but the Customer and the CCSS Member cannot reach a Settlement Agreement; or
- (d) the Settlement Agreement has been accepted and signed by both parties, but is not observed by the Customer.

## **5. Workflow of the CCSS**

5.1. The workflow of the CCSS is illustrated in Appendix 1 of this Schedule.

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<sup>2</sup> The outstanding payment refers to the billing amount under the filed dispute only. Bill amount that are not disputed or the charges incurred thereafter are subject to normal billing process or credit management control by the service operators including use of the judicial system.

- 5.2. Within 10 working days from the date of receiving the Complaint by a Customer, OFCA will screen the Complaint according to the acceptance criteria specified in paragraph 6.1 of the CCSS Framework. If the Complaint meets the acceptance criteria, OFCA will send the Customer Consent Form and Customer Application Form stated in paragraph 5.3 to the Customer and refer the Complaint to CCSS Agent for handling under the CCSS. If the Complaint does not meet the acceptance criteria, OFCA will inform the Customer accordingly.
- 5.3. Within 4 working days of receiving the referral from OFCA, CCSS Agent will contact the Customer and remind the Customer to complete and submit:
- (a) **Customer Consent Form:** a consent form setting out the Customer's consent to the terms and conditions for submission of Complaint to the CCSS which is set out in Appendix 2 of this Schedule;
  - (b) **Customer Application Form:** an application form setting out the application for submission of Complaint to the CCSS, together with any documents in support of the application which is set out in Appendix 3 of this Schedule;
  - (c) a copy of any documentation that supports the Customer's Complaint, including but not limited to:
    - the Bill that is in dispute;
    - the Contract;
    - correspondence between the parties in relation to the dispute;
    - receipts/evidence of payment; and
    - any other relevant documentation; and
  - (d) service fee of HK\$50, by cheque (payable to "Communications Association of Hong Kong"), or by cash with bank-in-slip to show payment (through deposit into HSBC, bank account number "004-404-620544-838").

- 5.4. The Customer should submit the Customer Consent Form, Customer Application Form, other documentations and service fee as stated in paragraph 5.3 above within 10 working days from the time OFCA send the Customer Consent Form and Customer Application Form to him/her. OFCA will email or mail the forms to the Customer who may choose to fill in the forms in English or Chinese.
- 5.5. The Complaint will be dismissed if the Customer fails to comply with the requirements as specified in paragraph 5.3 and 5.4 above, unless the Customer can provide justification for deviation from these requirements. Upon dismissal, re-submission of the Complaint will not be accepted.
- 5.6. Within 4 working days of receipt of the documents in paragraph 5.3 and the service fee, CCSS Agent should:
- (a) verify if all required information is duly received;
  - (b) check if the service fee from the customer is duly received;
  - (c) assign a reference number to the case; and
  - (d) forward a copy of the Customer Application Form to the relevant CCSS Member and ask the CCSS Member to complete the **CCSS Member Reply Form** which is set out in Appendix 4 of this Schedule.
- 5.7. The CCSS Member is required to complete the CCSS Member Reply Form setting out the reply to the Customer's application, together with any documents in support of the reply. The CCSS Member Reply Form should be submitted to CCSS Agent within 14 working days from the time CCSS Agent forwards the documents in paragraph 5.6(d) above to the CCSS Member.
- 5.8. CCSS Agent should send a reminder to the CCSS Member 2 working days before the expiry of the 14 working days set out in paragraph 5.7 above if the CCSS Member Reply Form has not yet been received. If the CCSS Member does not complete the CCSS Member Reply

Form within 14 working days' time, CCSS Agent should contact the CCSS Member immediately to request for submission. A maximum of 5 working days can be granted to the CCSS Member as the extension of time for submission.

- 5.9. The case should be escalated within CCSS Agent from the Operating Team to the Governing Committee if the CCSS Member fails to submit the CCSS Member Reply Form after the extension of 5 working days in paragraph 5.8 above. The Governing Committee should liaise with the CCSS Member for submission of the CCSS Member Reply Form as soon as possible.
- 5.10. CCSS Agent will issue invoice to the CCSS Member by end of each month for the total service fee payable in that month. The CCSS Member should settle the service fee within 20 working days from the date of the invoice.
- 5.11. CCSS Agent should maintain sufficient full-time/part-time Mediators to conduct Mediation. CCSS Agent should maintain a duty roster of part-time Mediators from time to time.
- 5.12. Upon receipt of the CCSS Member Reply Form, the Executive of the Operating Team shall decide on the assignment of a Mediator to handle the case. If there is no full-time Mediator who is available or who is able to complete the Mediation on time, the Executive should assign a part-time Mediator to handle the Complaint.
- 5.13. Within 14 working days of receipt of the CCSS Member Reply Form, the Mediator will study all the information, and conduct the Mediation. If necessary, the Mediator may request further information and clarifications from the Customer and/or the CCSS Member. The CCSS Member will provide all reasonable information but may withhold commercially sensitive information (such as wholesale pricing).
- 5.14. The Mediator will primarily conduct Mediation through telephone or electronic means with the Customer and the CCSS Member by following the Mediation process set out in this Procedure. The

Customer may represent himself or herself in person, or may authorize a person to act for him or her; and the CCSS Member may be represented by its authorized representative. For the avoidance of doubt, no legal representation is permitted during the Mediation.

5.15. A face-to-face Mediation should only be conducted if the Mediator finds such meeting necessary and conducive to the settlement of dispute in a more timely and efficient manner than through telephone or electronic means. If a meeting for face-to-face Mediation is to be conducted, the meeting session normally begins with a brief joint meeting at which the Customer and the CCSS Member come together to understand the background to the dispute and any underlying issues, to identify each party's true interests and to explore possible ways in which the dispute might be resolved. If necessary, the Mediator will conduct private sessions with each party.

5.16. When conducting the Mediation, either by telephone, electronic means or face-to-face meeting, the Mediator will, without adjudicating a dispute or any aspect of it, assist the Customer and the CCSS Member to do any or all of the following:

- (a) identify the issues in dispute;
- (b) explore and generate options;
- (c) communicate with each another; and
- (d) reach a Settlement Agreement regarding the resolution of the whole, or part, of the dispute.

5.17. The Mediator should not:

- (a) give legal or other professional advice to any party; or
- (b) adjudicate the Complaint; or
- (c) make decision for any party.

- 5.18. If a mutually acceptable agreement is reached, the Customer and the CCSS Member are required to sign a Settlement Agreement which is binding on both parties.<sup>3</sup> Sample of the **Settlement Agreement** is set out in Appendix 5 of this Schedule. The Mediator may make necessary adjustment to the sample document as may be suitable in the particular case.
- 5.19. If a mutually acceptable agreement is not reached, or the Settlement Agreement is not signed by both parties, the Mediator should inform the parties that they are free to choose their own course of action, including putting forth the disputes to the judicial system. The Mediator should notify the CCSS Agent in writing the reason(s) for failure to reach an agreement, or sign the Settlement Agreement, as the case may be. The CCSS Agent should put the notification of the Mediator on file for record.
- 5.20. The Mediator should use his/her best endeavour to facilitate both parties to reach a settlement. However the Mediator may terminate the Mediation if after consultation with the parties concerned, the Mediator considers it infeasible to assist the parties to achieve a mutually acceptable resolution of the dispute.
- 5.21. The Mediation is conducted on a without prejudice basis. If the parties concerned cannot reach a settlement, they may pursue their own course of action, including use of legal proceedings for resolution of the case. The Mediation will not prejudice the power of the Communications Authority to conduct investigations and exercise powers under the TO and other legislations.
- 5.22. The Mediation should be conducted in a timely and cost effective manner. In normal circumstances, CCSS Agent should target to complete handling the Complaint within 2 months from the time CCSS Agent receives the case from OFCA, unless there are valid justifications, for example that the case is very complicated and/or there is positive progress towards resolution of the case within a reasonable time frame.

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<sup>3</sup> Once the Settlement Agreement is duly signed by the parties, it may be enforced in court as a valid contract governed by ordinary principles of contract law.

## **6. Charges**

- 6.1. CCSS Agent will charge the Customer and the CCSS Member the non-refundable service fees of HK\$50 and HK\$100 respectively for using the mediation service under the CCSS.
- 6.2. The Customer and the CCSS Member are required to bear their own costs for submission of information and making representations for handling of the Complaint under the CCSS.

## **7. Confidentiality of Complaints**

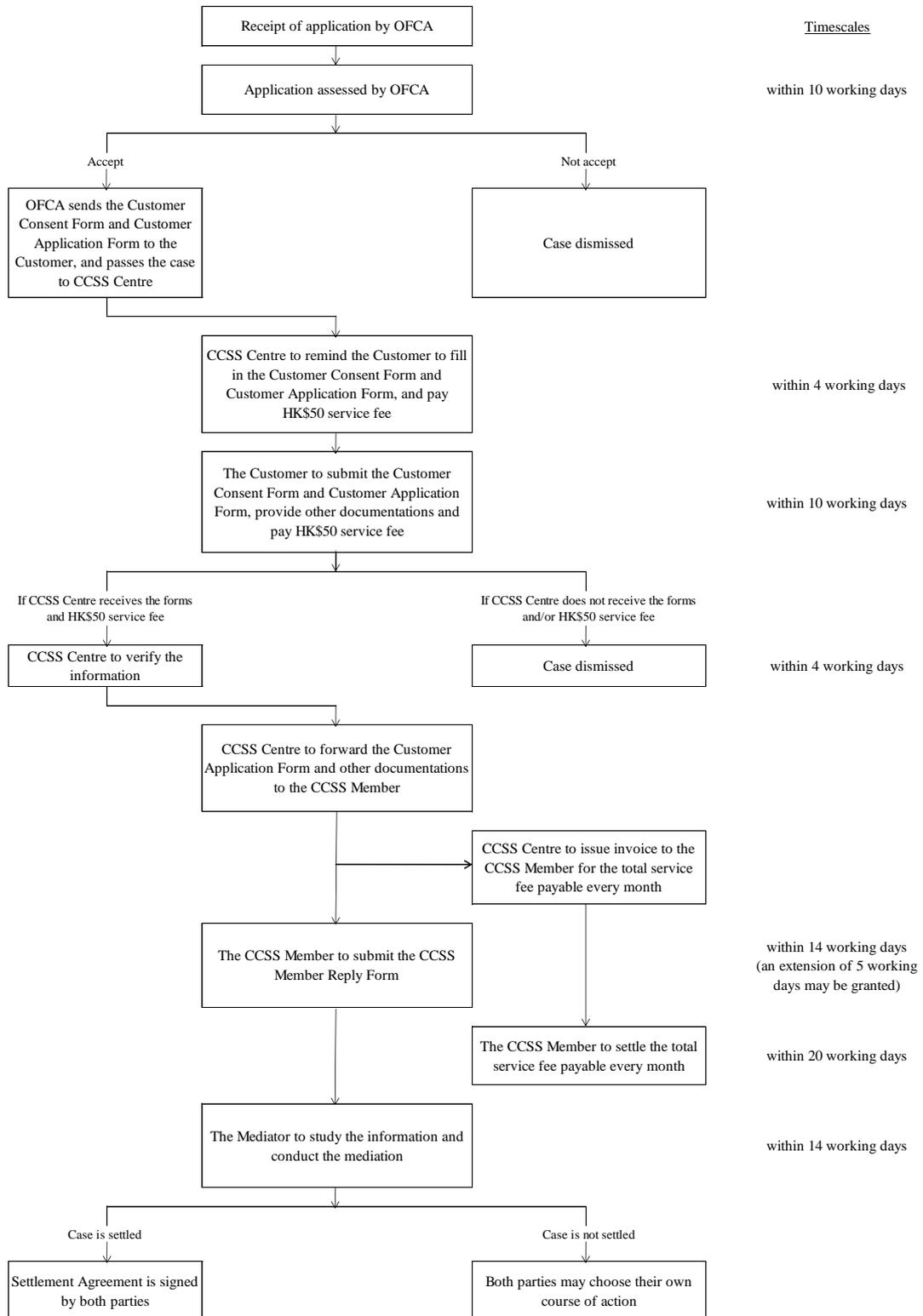
- 7.1. In all cases, subject to any applicable laws, OFCA, CAHK, CCSS Agent and the Mediators shall not disclose to the public details concerning the Mediation Communication in respect of individual Complaints that are referred to the CCSS.
- 7.2. Subject to any applicable laws, CCSS Members and the Customers are required to strictly observe the confidentiality obligation as set out in the Customer Consent Form and the CCSS Member Reply Form respectively. CCSS Members and the Customers shall not disclose to or discuss with any unrelated person (including but not limited to the general public and the media) other than CCSS Agent, Mediator, OFCA and CAHK any detail concerning the Mediation Communication in respect of the Complaints under the CCSS. Such confidentiality obligation shall be and continue to be applicable regardless of whether or not a Settlement Agreement is reached. However, for the avoidance of doubt, nothing herein relating to the confidentiality obligation shall be construed as prohibiting a party from lodging a case with the court or appropriate authority after the Complaint has been handled under the CCSS and the parties have failed to reach a Settlement Agreement.
- 7.3. For the avoidance of doubt, for the purpose of consumer education and informing the public, OFCA, CAHK and CCSS Agent shall have the right to publish from time to time statistical information, case summaries or reports in relation to the Complaints under the CCSS

with personal and commercial confidential information redacted.

- END -

# Appendix 1

## Workflow of the CCSS



CCSS Reference No.: \_\_\_\_\_

**Customer Complaint Settlement Scheme  
for the Telecommunications Industry**

**CUSTOMER CONSENT FORM**

I, \_\_\_\_\_, understand and agree that my complaint against \_\_\_\_\_ (the **CCSS Member**), details of which are given in the attached application form (the **Customer Application Form**), is referred to the Customer Complaint Settlement Scheme (the **CCSS**) for further handling.

I understand that the CCSS is operated by CCSS Centre set up under the Communications Association of Hong Kong (CAHK), which acts independently and impartially in handling my complaint case (**Complaint Case**).

I understand and agree that my Complaint Case will be handled by a mediator (**Mediator**) appointed by CCSS Centre and I hereby agree to such appointment. The Mediator will use the best endeavour to assist me and the CCSS Member to resolve our dispute by way of mediation (**Mediation**) and settle the Complaint Case on terms agreeable to both parties. I understand that the dispute may not be resolved if a settlement is not reached with the CCSS Member after the Mediation.

I hereby **GIVE MY CONSENT** to refer the Complaint Case to the CCSS and **AGREE** to abide by the following terms and conditions:

1. I will cooperate with CCSS Centre by providing all relevant documents and information requested, including personal information which is relevant to the Complaint Case to enable CCSS Centre to handle the Complaint Case;
2. I agree to cooperate in good faith with the Mediator during the mediation;
3. Subject to any applicable laws, I will not disclose to or discuss with any unrelated person (including but not limited to the general public and the

media) other than CCSS Centre, Mediator, CAHK and the Office of the Communications Authority (OFCA) any details concerning the mediation communication<sup>1</sup> in respect of the Complaint Case under the CCSS. Such confidentiality obligation shall be and continue to be applicable regardless of whether or not a settlement agreement (**Settlement Agreement**) is reached. However, for the avoidance of doubt, nothing herein relating to the confidentiality obligation shall be construed as prohibiting a party from lodging a case with the court or appropriate authority after the Complaint Case has been handled under the CCSS and the parties have failed to reach a Settlement Agreement;

4. I acknowledge that the Mediator undertakes, and I hereby agree, that he/she will not disclose to or discuss with any other person not being a party to the Complaint Case (except the designated personnel appointed by CCSS Centre, CAHK and OFCA for the purpose of the CCSS only) any details concerning the settlement agreement in respect of the Complaint Case;
5. Once my Complaint Case is accepted for handling under the CCSS, I will not submit the same Complaint Case to other complaint channels including, without limitation, OFCA, the Consumer Council, Legislative Council members, District Council members or the media until the end of the Mediation process;
6. Once my Complaint Case is accepted for handling under the CCSS, I will not submit the same Complaint Case to the court for handling before completion of the CCSS process;
7. If I and the CCSS Member intend to settle after the Mediation, the Mediator will prepare a Settlement Agreement for signature by both parties. I understand that if I and the CCSS Member sign on the Settlement Agreement, it will become a legally binding document which may be enforced in court as a valid contract governed by ordinary principles of

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<sup>1</sup> Mediation communication means anything said or done, any document prepared, or any information provided for the purpose of or in the course of Mediation but does not include the agreement to mediate and the Settlement Agreement, unless the parties agree otherwise. For the avoidance of doubt, any document or information which existed prior to the commencement of Mediation (e.g. when the Complaint is submitted to OFCA by the Customer under the CCSS) shall not fall within the meaning of Mediation Communication. However, if any document or information which existed prior to the commencement of Mediation was held by a party only and was provided to the other party for the purpose of or in the course of Mediation, such document or information shall be regarded as “Mediation Communication”.

contract law. If I sign the Settlement Agreement, I will not (unless the CCSS Member refuses to sign the Settlement Agreement) further raise or discuss the Complaint Case through other complaint channels including, without limitation, OFCA, the Consumer Council, Legislative Council members, District Council members, or the media and this shall become an obligation under the Settlement Agreement;

8. My claim is made solely against the CCSS Member, and I will not hold CCSS Centre including its staff and Mediator, CAHK and OFCA liable for any claims, loss or damages for whatever causes; and
9. I will observe the applicable requirements in the “Operating Procedure for CCSS Agent” (Procedure) issued by CAHK, copy of which is available on CAHK’s website: <http://ccss.cahk.hk>. Any failure to observe the Procedure on my part may affect the Mediation process or result in dismissal of the Complaint Case.

**SIGNED**

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Full name:

Date:

CCSS Reference No.: _____
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**Customer Complaint Settlement Scheme  
for the Telecommunications Industry**

**CUSTOMER APPLICATION FORM**

This form is filled in by the Customer who lodges a Complaint Case against his/her service provider (the **CCSS Member**) for provision of telecommunications service to the Customer under the Customer Complaint Settlement Scheme (the **CCSS**).

**I. General Information**

**Name of the Customer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Tel. Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Type of service:**  Telephone line service

*(Please tick more than 1 box in case of bundled services)*  Broadband internet access service

Mobile service

IDD / Calling card service

Bundled service (please specify \_\_\_\_\_)

Others (\_\_\_\_\_)

**Name of Account Holder:** \_\_\_\_\_

**Account No. / Registered**

**Telephone No. / Login ID:** \_\_\_\_\_

\_\_\_\_\_

**Name of the CCSS**

**Member:**

\_\_\_\_\_

**Referral Number provided  
by the CCSS Member:**

**II. Authorized Representative (if any)**

**Name of the  
Customer's  
Representative:**

**Address:**

**Tel. Number:**

**Fax Number:**

**E-mail:**

**III. Preferred Method of Communication**

Please specify your preferred method of communication.

Phone       Email       Mail       Fax

**IV. Language**

Please specify the language in which your case should be conducted under the CCSS.

Cantonese       English       Putonghua

**V. Billing Dispute Amount**

Please specify the amount of Billing Dispute in respect of the Complaint Case.

**HK\$** \_\_\_\_\_

**VI. Description of Your Complaint**

*(please use a separate sheet if there is not enough space)*

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**VII. Response from the CCSS Member**

Please specify the responses, including any offer / resolution / compensation, which have been given by the CCSS Member to you for consideration.

*(please use a separate sheet if there is not enough space)*

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**VIII. Your Proposal of Settlement on the Disputed Amount**

Your proposal of settlement is restricted to monetary claim with an amount not exceeding the Billing Dispute Amount that you have specified in Part V above. Non-monetary claims are not covered by the CCSS.

*(please use a separate sheet if there is not enough space)*

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**IX. Service Fee: HK\$50**

Please pay the non-refundable service fee of HK\$50 by any of the following methods:

1. **Cheque:** cheque should be crossed and made payable to “Communications Association of Hong Kong”. Please send the cheque to the address of CCSS Centre as stated in Part XI. Please write your name and the CCSS Reference Number (stated in p.1 of this Customer Application Form) on the back of the cheque. Post-dated cheque will not be accepted.
2. **Cash:** cash should be paid to HSBC, bank account number “004-404-620544-838”. Please return the bank-in slip together with this form, with your name and the CCSS Reference Number (stated in p.1 of this Customer Application Form) marked on the slip, to the address of CCSS Centre as stated in Part XI.

**X. Additional Information**

Please attach a copy of the following documents (if any) to this Customer Application Form to support your Complaint Case (Please give a tick in the box, as appropriate)

- the Bill which is in dispute
- the Service Contract with the CCSS Member
- correspondence between the parties in relation to the dispute
- any additional documents to support your application, together with a schedule indexing such document(s).

**XI. Submission of Documents**

This Customer Application Form, the copy of the above documents and the payment (cheque/cash with bank-in slip) shall be submitted in hard copy or in electronic format **ON OR BEFORE** \_\_\_\_\_ to:

Customer Complaint Settlement Scheme  
Suite 607, 6/F, Two Chinachem Exchange Square, 338 King's Road, North  
Point, Hong Kong  
Tel: 24498411

Fax: 24498477

E-mail: [ccss@cahk.hk](mailto:ccss@cahk.hk)

## **XII. Notice of the Collection of Personal Data**

The personal data provided by you under this Customer Application Form or generally to the CCSS are for the purpose of processing your application under the CCSS. In this connection, the personal data so provided will be handled by or revealed to the following parties:

- (a) CCSS Centre; and
- (b) the CCSS Member.

You have the right to request access to, and the correction of, your respective personal data held under the CCSS.

If you would like to access or correct the personal data held under the CCSS, please submit a request to CCSS Centre (see the contact details in Part XI) in writing.

### **DECLARATION BY THE CUSTOMER**

1. I have read the Notice of the Collection of Personal Data in Part XII (the **Notice**).
2. I confirm my agreement to my providing personal data to the CCSS on a voluntary basis and on the terms and for the purposes set out in the Notice.
3. I also confirm that all information that I provide in this Customer Application Form is true and accurate.
4. I understand that this Customer Application Form, the payment of service fee (cheque/cash with bank-in slip) in Part IX and additional documents in Part X should be submitted to CCSS Centre on or before the date specified in Part XI, otherwise my application to the CCSS will be dismissed by CCSS Centre.

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

(Name of the Customer: \_\_\_\_\_ )

**Where an authorized representative is appointed:**

I authorize \_\_\_\_\_ as my representative to handle on my behalf the application that I refer to the CCSS for processing.

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

(Name of the Customer: \_\_\_\_\_ )

I agree to act as the representative of \_\_\_\_\_ to handle on his/her behalf the application that he/she refers to the CCSS for processing. I have read the Collection of Personal Data at Part XII and confirm my agreement to provide my personal data to the CCSS on a voluntary basis and on the terms and for the purposes set out in the Part XII.

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

(Name of the Authorized Representative: \_\_\_\_\_ )

CCSS internal use

*Date received:*

*Handled by:*

**Customer Complaint Settlement Scheme  
for the Telecommunications Industry**

**CCSS MEMBER REPLY FORM**

This form is filled in by the CCSS Member against which a Customer has lodged a Complaint Case under the Customer Complaint Settlement Scheme (CCSS).

*(To be filled in by staff of CCSS Centre)*

CCSS Ref. No.:

Name of the Customer:

Name of Service Account Holder:

Account No.:

Type of Service:

Referral No. assigned by the CCSS Member:

**I. General Information**

**Name of the CCSS**

**Member:**

\_\_\_\_\_

**Representative of the**

**CCSS Member:**

\_\_\_\_\_

**Capacity of the**

**Representative:**

\_\_\_\_\_

**Tel Number:**

\_\_\_\_\_

**Fax Number:**

\_\_\_\_\_

**E-mail:**

\_\_\_\_\_

**II. Reply to the Complaint made in the Application Form signed by the Customer**

*(please use a separate sheet if there is not enough space)*

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**III. Proposal for Settlement**

*(please use a separate sheet if there is not enough space)*

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**IV. Service Fee: HK\$100**

A non-refundable service fee of HK\$100 is charged on each case. CCSS Centre will contact the CCSS Member for payment of service fee on a monthly basis.

**V. Additional Information**

Please attach a copy of the following documents to this Reply Form (Please give a tick in the box, as appropriate)

- a copy of the Service Contract with the Service Account Holder
- correspondence between the parties in relation to the dispute
- any additional documents to support this Reply, together with a schedule indexing such document(s)

## **VI. Submission of Documents**

This Reply Form and the copy of the additional information in Part V shall be submitted in hard copy or in electronic format **ON OR BEFORE**  
\_\_\_\_\_ to:

Customer Complaint Settlement Scheme  
Suite 607, 6/F, Two Chinachem Exchange Square, 338 King's Road, North  
Point, Hong Kong  
Tel: 24498411  
Fax: 24498477  
E-mail: [ccss@cahk.hk](mailto:ccss@cahk.hk)

## **VII. Declaration**

1. We agree to cooperate in good faith with the Mediator.
2. Subject to any applicable laws, we will not disclose to or discuss with any unrelated person (including but not limited to the general public and the media) other than CCSS Centre, Mediator, the Communications Association of Hong Kong (CAHK) and the Office of Communications Authority (OFCA) any details concerning the mediation communication<sup>1</sup> in respect of the Complaint Case under the CCSS. Such confidentiality obligation shall be and continue to be applicable regardless of whether or not a settlement agreement (**Settlement Agreement**) is reached. However, for the avoidance of doubt, nothing herein relating to the confidentiality obligation shall be construed as prohibiting a party from lodging a case with the court or appropriate authority after the Complaint Case has been handled under the CCSS and the parties have failed to reach a Settlement Agreement.
3. We acknowledge that the Mediator undertakes, and we hereby agree, that he/she will not disclose to or discuss with any other person not being a party to the Complaint Case (except the designated personnel appointed by CCSS

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<sup>1</sup> Mediation communication means anything said or done, any document prepared, or any information provided for the purpose of or in the course of Mediation but does not include the agreement to mediate and the Settlement Agreement, unless the parties agree otherwise. For the avoidance of doubt, any document or information which existed prior to the commencement of Mediation (e.g. when the Complaint is submitted to OFCA by the Customer under the CCSS) shall not fall within the meaning of Mediation Communication. However, if any document or information which existed prior to the commencement of Mediation was held by a party only and was provided to the other party for the purpose of or in the course of Mediation, such document or information shall be regarded as "Mediation Communication".

Centre, CAHK and OFCA for the purpose of the CCSS only) any details concerning the settlement agreement in respect of the Complaint Case.

4. We confirm that all information provided in this Reply Form is true and accurate.
5. We understand that this Reply Form and additional documents in Part V should be submitted to CCSS Centre on or before the date specified in Part VI.
6. We agree that once the Complaint Case is accepted for handling under the CCSS, we will not submit the same Complaint Case to the court for handling before completion of the CCSS process.
7. We understand that the CCSS will not prejudice the power of the Communications Authority to conduct investigations under the Telecommunications Ordinance for any suspected regulatory breaches.
8. We will not hold CCSS Centre including its staff and Mediator, CAHK and OFCA liable for any claims, loss or damages for whatever causes.

Signed (For and on behalf of the CCSS Member \_\_\_\_\_)

\_\_\_\_\_

Name and Capacity (in print): \_\_\_\_\_

Company Chop: \_\_\_\_\_

Date: \_\_\_\_\_

CCSS internal use

*Date received:*

*Handled by:*



**Customer Complaint Settlement Scheme  
for the Telecommunications Industry**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is to be completed by the Mediator who mediates dispute(s) between the Customer and the CCSS Member.

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Name of the Mediator :

CCSS Ref. No. :

Name of the Customer :

Name of the CCSS Member :

CCSS Member Complaint Referral Number:

Date / Period of Mediation :

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**I. Background**

*(A brief description about the nature of the complaint and the claims requested by the Customer)*

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### III. Declaration by the Customer and the CCSS Member

1. In consideration of each other party agreeing to the terms set out in section II of this Settlement Agreement, the parties hereby agree to settle the dispute between them subject to and upon the aforementioned terms. This Settlement Agreement forms a legally binding contract between both parties and shall be governed by the laws of Hong Kong.
2. We acknowledge that the Mediator undertakes, and we hereby agree, that he/she will not disclose to or discuss with any other person not being a party to the Complaint Case (except the designated personnel appointed by CCSS Centre, CAHK and OFCA for the purpose of the CCSS only) any details concerning the settlement agreement in respect of the Complaint Case.
3. We will not hold CCSS Centre including its staff and Mediator, CAHK and OFCA liable for any claims, loss or damages for whatever causes.

Signed by the Customer:

Signed for and on behalf of the  
CCSS Member:

\_\_\_\_\_

\_\_\_\_\_

(Name: \_\_\_\_\_ )

(Name: \_\_\_\_\_ )

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Chop: \_\_\_\_\_

Date: \_\_\_\_\_

*CCSS internal use*

*Date received:*

*Handled by:*