

Schedule 3

Operating Procedure for Handling Complaints under the CCSS

1. Preamble

- 1.1. This operating procedure (“Procedure”) sets out the principles and processes for the handling of Complaints between Customers and CCSS Members under the CCSS.
- 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;

“**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 service provided to the Customer. For the avoidance of doubt, if the CCSS Member provides telecommunications service

and pay television service separately, the telecommunications service billing dispute will fall within the scope of the CCSS, while the pay television service billing dispute will be excluded from the CCSS. If the CCSS Member offers bundled services, the billing dispute for the pay television service will be excluded from the scope of the CCSS provided that the billing of the telecommunications service and pay television service can be clearly separated. However, the billing dispute for the bundled services will fall within the scope of the CCSS if the billing for telecommunications service and pay television service 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 Mediation¹, unless the parties agree otherwise;

“Mediation Rooms” means meeting rooms which are suitable for the purpose of Mediation;

“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;

¹ 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. The CCSS Member is required to specify the Designated Channel(s) to CCSS Agent, and inform the Customer about the Designated Channel(s) as soon as practicable after a Complaint is raised by the Customer through other channels and properly received by the CCSS Member.
- 4.3. The CCSS Member is required to notify the Customer that the CCSS is an option available if the Customer has filed the Complaint to the CCSS Member via the Designated Channel(s). The CCSS Member should make such notification to the Customer as soon as after the Deadlock occurs. In addition, the CCSS Member is required to provide the Customer with a Referral Number that is able to identify the Customer’s Complaint. All records of the Complaint should be kept on paper and/or electronic means.
- 4.4. 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.

- 4.5. For the avoidance of doubt, Customers have the sole discretion to decide whether to submit the Complaints for handling under the CCSS. Customers will take the initiative to contact OFCA for application to submit the Complaints to the CCSS.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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 payment² before completion of the CCSS process. The CCSS Member may only submit the Complaint for

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

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.
- 5.2. Within ten working days from receiving the completed Customer Application Form (with all required information and documents as set out in Appendix 2 of this Schedule) from 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 request the Customer to pay a non-refundable service fee of HK\$50³ to CAHK⁴ for using the mediation service under the CCSS. If the Complaint does not meet the acceptance criteria, OFCA will inform the Customer accordingly.

³ For the avoidance of doubt, the service fee once paid is non-refundable regardless of whether or not Mediation is conducted, or whether or not a Settlement Agreement is reached.

⁴ The service fee may be paid to CAHK by cheque (payable to “Communications Association of Hong Kong”), or by cash with bank-in-slip to show payment (through deposit into CAHK’s bank account at HSBC, bank account number “004-404-620544-838”).

- 5.3. The Customer should pay the service fee within ten working days from the time OFCA informs the Customer that his case meets the acceptance criteria. CCSS Agent will check and inform OFCA whether the payment from the Customer has been duly received within two working days from the date of enquiry by OFCA.
- 5.4. The Complaint will be dismissed if the Customer fails to comply with the requirement as specified in paragraph 5.3 above, unless the Customer can provide justification for deviation from the requirement. Upon dismissal, re-submission of the Complaint will not be accepted.
- 5.5. Upon confirmation of receipt of the service fee by CCSS Agent, OFCA will 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 3 of this Schedule.
- 5.6. The CCSS Member is required to complete and submit the CCSS Member Reply Form, together with any relevant supporting documents, to OFCA within 14 working days from the time OFCA forwards the documents in paragraph 5.5 above to the CCSS Member.
- 5.7. OFCA will send a reminder to the CCSS Member at least two working days before the expiry of the 14 working days set out in paragraph 5.6 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, OFCA will contact the CCSS Member immediately to request for submission. A maximum of five working days can be granted to the CCSS Member as the extension of time for submission.
- 5.8. The case should be passed to the Governing Committee if the CCSS Member fails to submit the CCSS Member Reply Form after the extension of five working days in paragraph 5.7 above. The Governing Committee should liaise with the CCSS Member for submission of the CCSS Member Reply Form as soon as possible.

- 5.9. CCSS Agent will issue invoice to the CCSS Member by end of each month for the total service fee payable for Mediation conducted in that month. The CCSS Member should settle the service fee within 20 working days from the date of the invoice.
- 5.10. CCSS Agent should at all times maintain sufficient full-time and/or part-time Mediators to conduct Mediation. CCSS Agent should maintain a duty roster of Mediators.
- 5.11. Upon receipt of the CCSS Member Reply Form, OFCA will contact the Customer, the CCSS Member and the Mediator (based on a duty roster of Mediators as maintained by CCSS Agent) to schedule the Mediation.
- 5.12. Upon notification by OFCA, CCSS Agent will take up a Complaint referred by OFCA for further handling in accordance with the Procedure and it will act as an interface between the Customer, CCSS Member and the Mediator. CCSS Agent will arrange the Mediation Rooms according to the scheduled date and time of the Mediation, and inform the Customer, the CCSS Member and the Mediator of the date, time and location of the Mediation. CCSS Agent will provide the necessary support during the Mediation.
- 5.13. Within 18 working days of receipt of the CCSS Member Reply Form by OFCA, 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 may conduct Mediation through telephone, electronic means or face-to-face meeting 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 authorise a person to act for him or her; and the CCSS Member may be represented by its authorised representative.

For the avoidance of doubt, no legal representation is permitted during the Mediation.

- 5.15. The Mediation session normally begins with a brief joint session 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, 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. 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.
- 5.19. 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.⁵ Sample of the Settlement Agreement is set out in Appendix 4 of this Schedule. The Mediator may make necessary adjustment to the sample document as may be suitable in the particular case.

5.20. The Mediation is conducted on a without prejudice basis. 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 of the parties 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.

5.21. The Mediation should be conducted in a timely and cost effective manner. In normal circumstances, OFCA and CCSS Agent should target to complete handling the Complaint within 2 months from the date the service fee from the Customer is duly received, 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.

5.22. For the avoidance of doubt, the Mediation will not prejudice the exercise of power by the Communications Authority to conduct investigations and take actions under the TO and other legislations.

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

⁵ 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.

handling of the Complaint under the CCSS.

7. Confidentiality of Complaints

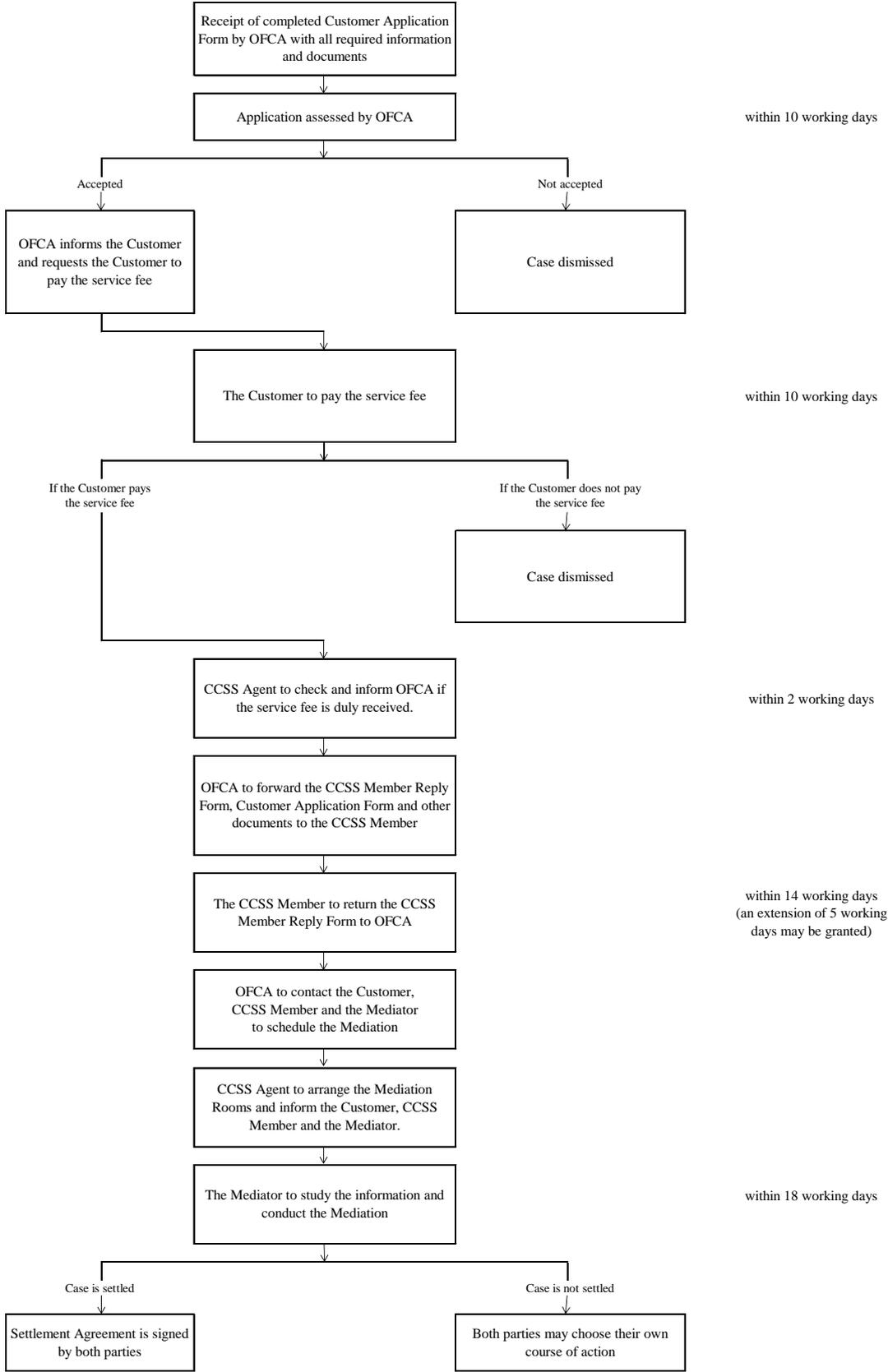
- 7.1. In all cases, subject to any applicable laws, OFCA, CAHK, CCSS Agent and the Mediators shall not disclose to the public details concerning the Mediation Communication in respect of individual Complaints that are handled under the CCSS.
- 7.2. Subject to any applicable laws, CCSS Members and the Customers are required to strictly observe the confidentiality obligation as set out in the CCSS Member Reply Form and the Customer Application 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

Timescales



**Customer Complaint Settlement Scheme (CCSS)
for the Telecommunications Industry**

CUSTOMER APPLICATION FORM

Please note -

* Mandatory field. Your application may be rejected if the required information is not provided.

^ Please delete as appropriate

Please tick as appropriate

Use separate sheet if not enough space

PART A – PERSONAL PARTICULARS

1. Contact Information of the Customer*

Title	Mr / Miss / Ms[^]	Last name		First name	
Contact telephone no.				Fax no.	
Email address					
Correspondence address					

2. Preferred Language of Communication and Mediation

Cantonese

English

Putonghua

PART B – DETAILS OF DISPUTE

3. I have a billing dispute with the following telecommunications service provider (**CCSS Member**) (note (a))* :

- | | |
|--|---|
| <input type="checkbox"/> China Mobile Hong Kong Company Limited | <input type="checkbox"/> Hong Kong Broadband Network Limited |
| <input type="checkbox"/> China Unicom (Hong Kong) Operations Limited | <input type="checkbox"/> Hong Kong Telecommunications (HKT) Limited |
| <input type="checkbox"/> China-Hong Kong Telecom Limited | <input type="checkbox"/> Hutchison Telephone Company Limited |
| <input type="checkbox"/> CITIC Telecom International Limited | <input type="checkbox"/> i-CABLE |
| <input type="checkbox"/> ComNet Telecom (HK) Limited | <input type="checkbox"/> IMC Networks Limited |
| <input type="checkbox"/> CSL Mobile Limited | <input type="checkbox"/> Multibyte Info Technology Limited |
| <input type="checkbox"/> HGC Global Communications Limited | <input type="checkbox"/> SmarTone Mobile Communications Limited |
| <input type="checkbox"/> HKBN Enterprise Solutions Limited | <input type="checkbox"/> Sun Mobile Limited |
| <input type="checkbox"/> HKBN Enterprise Solutions HK Limited | |

4. I confirm that I am an individual / residential customer of the above CCSS Member (note (b))*.

5. The service under dispute is* :

- Fixed Telephony Service
- Fixed Broadband Service
- Mobile Service
- IDD / Calling Card Service
- Bundled Service (please specify _____)
- Others (please specify _____)

6. Description of the dispute (note (c)) *# :

7. Disputed amount (note (d))* : _____

8. Date of occurrence of the event triggering the dispute : _____

9. Date of first complaint to the above CCSS Member : _____

10. Response from the above CCSS Member (*please specify the responses, including any offer / resolution / compensation given by the CCSS Member to you for consideration*)*# :

11. Your proposal of settlement on the disputed amount (*please note that your proposal is restricted to a monetary claim with an amount not exceeding the disputed amount that you have specified in point 7 above and non-monetary claims are not covered by the CCSS*) *#:

12. Name of account holder of the service under dispute* : _____

13. Account number / registered telephone number / Login ID : _____

14. Referral Number provided by the above CCSS Member (note (e)) : _____

15. Supporting documents for your complaint case (please provide a copy of the following documents (if any) and tick in the box(es) as appropriate) :

the bill(s) in dispute

the service contract with the CCSS
Member

correspondence between the parties
in relation to the dispute

other relevant documents

PART C – SERVICE FEE

The Office of the Communications Authority (**OFCA**) will assess your complaint case (**Case**) for acceptance under the CCSS. If the Case meets the acceptance criteria, you will be requested to pay a non-refundable service fee of HK\$50 to the Communications Association of Hong Kong (**CAHK**) for using the mediation service under the CCSS. Please pay the service fee according to the payment method and deadline to be specified by OFCA, otherwise your application to the CCSS will be dismissed. For the avoidance of doubt, the service fee once paid is non-refundable regardless of whether or not the mediation (**Mediation**) is conducted, or whether or not a settlement agreement (**Settlement Agreement**) is reached. If the Case does not meet the acceptance criteria, you will be informed accordingly.

PART D – NOTICE OF THE COLLECTION OF PERSONAL DATA

The personal data provided by you under this Customer Application Form or generally to the CCSS will be collected and used for the purpose of processing the Case under the CCSS, and the personal data so provided will be handled by or revealed to OFCA, the CCSS Member, and the agency set up by CAHK to manage and operate the CCSS (**CCSS Agent**).

You have the right to request access to, and the correction of, your respective personal data held under the CCSS and such request should be submitted to OFCA (see the contact details in PART G) in writing.

PART E – DECLARATION BY THE CUSTOMER

1. I confirm that all information that I provide in this Customer Application Form is true and accurate;
2. I have read and understood the Notice of the Collection of Personal Data in Part D;
3. I confirm my agreement to providing my personal data to the CCSS on a voluntary basis and on the terms and for the purposes set out in Part D;
4. I understand that if I wish to remain anonymous or withhold personal information, the Case will be dismissed;

5. I hereby give my express consent for OFCA to transfer the documents supplied by me to the CCSS Member and CCSS Agent for the purpose of processing the Case under the CCSS;
6. I understand and agree that the Case will be handled by a mediator (**Mediator**) appointed by CCSS Agent and I hereby agree to such appointment. The Mediator will use his or her best endeavour to assist me and the CCSS Member to resolve our dispute by way of Mediation and settle the Case on terms agreeable to both parties. I understand that the dispute may not be resolved if a Settlement Agreement is not reached with the CCSS Member after the Mediation;
7. I will cooperate with OFCA and CCSS Agent by providing all relevant documents and information requested, including personal information which is relevant to the Case to enable OFCA and CCSS Agent to handle the Case;
8. I agree to cooperate in good faith with the Mediator during the Mediation;
9. 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 Agent, Mediator, CAHK and OFCA any details concerning the Mediation Communication (as defined in note (f)) in respect of the Case 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 the Case with the court or appropriate authority after the Case has been handled under the CCSS and the parties have failed to reach a Settlement Agreement;
10. 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 Case (except the designated personnel appointed by CCSS Agent, CAHK and OFCA for the purpose of the CCSS only) any details concerning the Settlement Agreement in respect of the Case;
11. Once the Case is accepted for handling under the CCSS, I will not submit the Case to other complaint channels including, without limitation, other sections in OFCA, the Consumer Council, Legislative Council members, District Council members or the media until the end of the Mediation process;
12. Once the Case is accepted for handling under the CCSS, I will not submit the Case to the court for handling before completion of the CCSS process;

13. 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 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 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 Case through other complaint channels including, without limitation, other sections in OFCA, the Consumer Council, Legislative Council members, District Council members, or the media and this shall become an obligation under the Settlement Agreement;
14. My claim is made solely against the CCSS Member, and I will not hold CCSS Agent including its staff and Mediator, CAHK and OFCA liable for any claims, loss or damages for whatever causes; and
15. I will observe the applicable requirements in the Operating Procedure for Handling Complaints under the CCSS (**Procedure**), a 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 Case.

Signed:

Date:

(Customer Name : _____)

PART F – APPOINTMENT OF REPRESENTATIVE

(Please complete this part if an authorised representative is appointed by the customer in handling the application)

I authorise _____ as my representative to handle on my behalf the Case that I submit to the CCSS.

Signed:

Date:

(Customer Name : _____)

I agree to act as the representative of _____ to handle on his/her behalf the Case that he/she submits to the CCSS for processing. I have read the Collection of Personal Data in Part D 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 Part D.

Signed:

Date:

(Name of the Authorised Representative :

_____)

(Telephone Number of the Authorised Representative:

_____)

PART G – HOW TO SUBMIT THE FORM

Please send the completed Customer Application Form together with the relevant documents to OFCA by one of the following means -

- By post / hand to: CCSS Team
Office of the Communications Authority
29/F, Wu Chung House, 213 Queen's Road East,
Wan Chai, Hong Kong
- By fax to: 2180 9520
- By email to: ccss@ofca.gov.hk

For enquiries, please contact OFCA's CCSS hotline at 2180 9521 during office hours.

Notes:

- (a) CCSS is limited to the listed service providers who have participated in the scheme.
- (b) CCSS is applicable to individual / residential customers only.
- (c) CCSS only covers billing disputes in deadlock between CCSS Members and their customers.
- (d) CCSS only covers complaint cases of disputed amount not less than HK\$300.
- (e) Please contact your service provider to obtain the Referral Number.
- (f) "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 Case 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".

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

CCSS MEMBER REPLY FORM

This form is to be filled in by the CCSS Member against which a customer (**Customer**) has lodged a complaint case (**Case**) under the Customer Complaint Settlement Scheme (**CCSS**).

(To be filled in by staff of the Office of the Communications Authority (OFCA))

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 Case made in the Customer Application Form
(please use a separate sheet if necessary)

III. Proposal for Settlement *(please use a separate sheet if necessary)*

IV. Service Fee: HK\$100

A non-refundable service fee of HK\$100 is charged for mediation conducted on each case (**Mediation**). The agency set up under the Communications Association of Hong Kong (**CAHK**) to operate and manage the CCSS (**CCSS Agent**) 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 tick the box(es), as appropriate)

- a copy of the relevant service contract
- correspondence between the parties in relation to the dispute
- any additional documents to support this Reply Form, 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:

CCSS Team
Office of the Communications Authority
29/F, Wu Chung House, 213 Queen's Road East,
Wan Chai, Hong Kong
Tel: 21809521
Fax: 21809520
E-mail: ccss@ofca.gov.hk

VII. Declaration

1. We agree to cooperate in good faith with the mediator (**Mediator**) appointed by CCSS Agent;
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 Agent, Mediator, CAHK and OFCA any details concerning the Mediation Communication¹ in respect of the 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 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

¹ "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 Case 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".

he/she will not disclose to or discuss with any other person not being a party to the Case (except the designated personnel appointed by CCSS Agent, CAHK and OFCA for the purpose of the CCSS only) any details concerning the Settlement Agreement in respect of the 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 OFCA on or before the date specified in Part VI;
6. We agree that once the Case is accepted for handling under the CCSS, we will not submit the 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; and
8. We will not hold CCSS Agent 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: _____



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

SETTLEMENT AGREEMENT

This Settlement Agreement is to be prepared by the mediator (**Mediator**) who is mediating the dispute(s) between the Customer and the CCSS Member.

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 :

I. Background

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

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 the full and final settlement of the dispute between them arising from or connected with the Case 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 Case (except the designated personnel appointed by CCSS Agent, CAHK and OFCA for the purpose of the CCSS only) any details concerning the Settlement Agreement in respect of the Case;
3. We will not hold CCSS Agent including its staff and Mediator, CAHK and OFCA liable for any claims, loss or damages for whatever causes; and
4. The Customer agrees not to further raise or discuss the Case through any other complaint channels including, without limitation, other sections in OFCA, the Consumer Council, Legislative Council members, District Council members, or the media.

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: