

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE OPERATION OF THE**  
**CUSTOMER COMPLAINT SETTLEMENT SCHEME BY**  
**THE COMMUNICATIONS ASSOCIATION OF HONG KONG**

**THIS MEMORANDUM OF UNDERSTANDING (“MoU”) IS ENTERED INTO ON 30<sup>TH</sup> OF APRIL 2015 AND AMENDED ON 18<sup>TH</sup> OF JULY 2016.**

**PARTIES**

**(1) OFFICE OF THE COMMUNICATIONS AUTHORITY (“OFCA”) of 29/F., Wu Chung House, 213 Queen’s Road East, Wan Chai, Hong Kong; and**

**(2) COMMUNICATIONS ASSOCIATION OF HONG KONG (“CAHK”) of Suite 1205, 12/F., 625 King’s Road, North Point, Hong Kong**

(collectively the **“Parties”**, individually a **“Party”**).

**RECITALS**

A. Following close discussion with the telecommunications industry, OFCA supported the implementation of a trial scheme of a voluntary Customer Complaint Settlement Scheme (“CCSS”) set up by the telecommunications industry for a period of two years from 1 November 2012. The CCSS provided an alternative channel for the resolution of billing disputes in deadlock between telecommunications service providers and their customers by means of mediation without involving formal legal proceedings. All major telecommunications service providers participated in the trial scheme.

- B. The CCSS trial was managed and operated by an agency set up under the CAHK, which is a non-profit making association for Hong Kong's communications industries, with responsibilities across broadcasting, wireline and wireless communications, and other relevant business sectors in the domain of information and communications technology. OFCA supported the CCSS trial by contributing the necessary funding and monitoring the performance and governance of the scheme.
- C. The CCSS trial was completed on 31 October 2014. Having regard to the encouraging outcome of the CCSS trial to help resolve billing disputes in deadlock, the proven demand from customers and the positive feedback from the service providers that participated in the trial scheme, OFCA supports the long term implementation of the CCSS on the basis of the framework adopted in the trial scheme. The long term implementation of the CCSS as administered by CAHK commences on 1 May 2015.
- D. This MoU sets out:
- (a) the structure and governance of the agency set up under CAHK to manage and operate the CCSS (“CCSS Agent”);
  - (b) the roles and responsibilities of OFCA, CAHK, CCSS Agent and telecommunications service providers that participate in the CCSS (“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.
- E. The “Framework for Voluntary Implementation of Customer Complaint Settlement Scheme” (the “CCSS Framework”) in Schedule 1 of this MoU further sets out the scope of the CCSS, the roles and responsibilities of participating parties as well as the principles for handling of complaints under the CCSS. Unless the context requires otherwise, the definition of terms as set out in Schedule 1 should also apply in this MoU.

## **CCSS AGENT**

### **Structure and Operation of CCSS Agent**

1. CCSS Agent set up under CAHK shall comprise a Governing Committee and an Operating Team.
2. The Governing Committee shall manage the funding, governance, appointment and other operational aspects of the CCSS.
3. The Operating Team shall provide the mediation services and supporting services as required under the CCSS.
4. The Institutional Arrangements for CCSS Agent set up under CAHK is set out in Schedule 2 of this MoU.
5. The Operating Procedure for CCSS Agent is set out in Schedule 3 of this MoU.

### **Role and Responsibilities**

6. The roles and responsibilities of OFCA, CAHK, CCSS Agent and CCSS Members are set out in paragraph 4 of the CCSS Framework in Schedule 1 of this MoU.

### **Contributions by OFCA**

7. Subject to the provisions of this MoU, OFCA agrees to make financial contribution to CAHK in consideration of the operation of the CCSS by CCSS Agent to the satisfaction of OFCA. The sponsorship arrangements, including the conditions precedent to be fulfilled by CAHK before OFCA will make the financial contribution and the exact amount and payment schedule of financial contribution, are set out in Schedule 4 of this MoU.

## **Nature of MoU**

8. This MoU shall not be construed or admitted as forming any association, partnership, business relationship or otherwise, but merely as an expression of good faith and intent between the Parties. CAHK and/or CCSS Agent must not represent itself as an agent, representative, partner of OFCA or as an organisation otherwise associated with OFCA.
9. The Parties agree that OFCA's financial contribution is solely for the purpose of the operation of the CCSS by CCSS Agent. CAHK shall not have any expectation and OFCA shall not have any financial obligations towards CCSS Agent or to CAHK if this MoU is terminated pursuant to paragraph 12 below.
10. OFCA agrees that it will not, and will not attempt to, manage or control the business, affairs or operating procedure of CCSS Agent, which will be managed by CAHK as described in Schedules 1 to 3 of this MoU.

## **Disclosure of the MoU**

11. CAHK acknowledges and agrees that OFCA may, where it considers appropriate or upon request by any person (written or otherwise) and without any further reference to CAHK, disclose to any person, all or part of the MoU, and in such form and manner as OFCA deems fit.

## **Term, Amendments, Revisions or Modifications**

12. This MoU shall commence on the day that it is signed by both Parties and shall remain valid until terminated by the agreement of both Parties, or by either party upon serving three months' written notice to the other. Any term of the MoU, including all or part of the schedules, may be amended, revised or modified by the agreement of both Parties.

Signed by:

Date:

*(Original Copy Signed)*

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Danny Lau  
Deputy Director-General (Telecommunications)  
The Office of the Communications Authority

Signed by:

Date:

*(Original Copy Signed)*

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Stephen Ho  
Chairman  
Communications Association of Hong Kong

**Amendments to this MoU:**

Signed by:

Date:

*(Original Copy Signed)*

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Chaucer Leung  
Deputy Director-General (Telecommunications)  
The Office of the Communications Authority

Signed by:

Date:

*(Original Copy Signed)*

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Stephen Ho  
Chairman  
Communications Association of Hong Kong