

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 30TH OF APRIL 2015 AND AMENDED ON 18TH OF JULY 2016 AND 30TH OF JUNE 2020.

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 Fo Tan Railway House, 9 Lok King Street, Fo Tan, New Territories, Hong Kong

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

RECITALS

A. The Customer Complaint Settlement Scheme (**“CCSS”**) is a mediation scheme set up by the telecommunications industry to help resolve billing disputes in deadlock between telecommunications service providers and their customers. The CCSS is managed and operated by an agency (**“CCSS Agent”**) 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 supports the operation of the CCSS by contributing the necessary funding and monitoring the performance and the governance of the scheme.

- B. This MoU sets out:
- (a) the structure and governance of 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.
- C. The “Framework for Voluntary Implementation of Customer Complaint Settlement Scheme” (“**CCSS Framework**”) in Schedule 1 of this MoU further sets out the roles and responsibilities of participating parties (namely OFCA, CAHK, CCSS Agent and CCSS Members), the scope of the CCSS as well as the acceptance criteria 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.

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 Handling Complaints under the CCSS is set out in Schedule 3 of this MoU.

CONTRIBUTIONS BY OFCA

6. 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

7. 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.
8. 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.
9. 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.
10. This MoU is not exhaustive in setting out matters in relation to the operation of the CCSS and is not intended to be a legally binding document for the Parties.

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)

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

Signed by:

Date:

(Original Copy Signed)

Stephen Ho
Chairman
Communications Association of Hong Kong

Amendments to this MoU:

Signed by:

Date:

(Original Copy Signed)

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

Signed by:

Date:

(Original Copy Signed)

Stephen Ho
Chairman
Communications Association of Hong Kong

Amendments to this MoU:

Signed by:

Date:

(Original Copy Signed)

Sanda Cheuk
Deputy Director-General (Telecommunications)
The Office of the Communications Authority

Signed by:

Date:

(Original Copy Signed)

Kenneth Lau
Chairman
Communications Association of Hong Kong