

**G.N. 2776**

**TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

Pursuant to section 7C(1) of the Telecommunications Ordinance (Chapter 106) ('TO'), the Communications Authority ('CA'), having published a notice G.N. 46 in the Gazette on 4 January 2019 in accordance with section 7C(4) of TO and having complied with the requirements in section 7C of the TO, hereby varies the Class Licence for Offer of Telecommunications Services ('CLOTS') under section 8(1)(aa) of the TO. The varied CLOTS takes effect from 26 October 2019 and supersedes the version of the CLOTS published on 26 November 2010. The varied CLOTS can also be downloaded from the website of the CA at ([https://www.coms-auth.hk/filemanager/common/licensing/Offer\\_of\\_Tele\\_Services\\_effect\\_from\\_20191026\\_en.pdf](https://www.coms-auth.hk/filemanager/common/licensing/Offer_of_Tele_Services_effect_from_20191026_en.pdf)).

*26 April 2019*

*Communications Authority*

**TELECOMMUNICATIONS ORDINANCE**  
**(Chapter 106)**

**CLASS LICENCE**

**Section 8(1)(aa) of the Telecommunications Ordinance**

**OFFER OF TELECOMMUNICATIONS SERVICES**

**The Communications Authority, in exercise of the powers conferred on it by sections 7(5) and 7B(2) of the Telecommunications Ordinance (Cap 106), publishes this Licence on this 26th day of April, 2019. This Licence shall take effect on 26th day of October, 2019.**

**1. Interpretation**

1.1 In this Licence

“Authority” means the Communications Authority established under section 3 of the Communications Authority Ordinance (Chapter 616);

“Class 1 service” means an internal telecommunications service

- (a) for carrying real-time voice communications which may be integrated with other types of communications;
- (b) which is capable of allowing customers to make and receive calls to and from parties assigned with numbers from the numbering plan of Hong Kong;
- (c) to which customers are assigned with numbers from the numbering plan of Hong Kong; and
- (d) which is not a “Class 2 service” as defined in this Licence.

“Class 2 service” means an internal telecommunications service

- (a) for carrying real-time voice communications which may be integrated with other types of communications;
- (b) which is capable of allowing customers to make or receive calls to and from parties assigned with numbers from the numbering plan of Hong Kong;
- (c) to which customers are assigned with numbers from the numbering plan of Hong Kong; and
- (d) in the provision of which –
  - (i) the Class Licensee (and where appropriate its agents, contractors and resellers) in all promoting, marketing or advertising materials concerning such service declares the service as a “Class 2 service” (where the materials are in English text), or “第二類服務” (where the materials are in Chinese text); or
  - (ii) the Class Licensee, in lieu of (i), complies with such conditions as may be specified by the Authority in a direction that may be issued by the Authority.

“Class Licensee” means a person licensed under Condition 2.1 of this Licence;

“licensed telecommunications operators” means carriers, services-based operators or any telecommunications operators licensed under the Ordinance with whom a Class Licensee has entered into an agreement, arrangement or understanding for the provision of any telecommunications service;

“the Ordinance” means the Telecommunications Ordinance (Chapter 106).

1.2 Any word or expression used in this Licence shall, unless otherwise provided, have the same meaning as it has in the Ordinance or regulations made under the Ordinance.

1.3 For the purposes of interpreting this Licence, headings and titles shall be disregarded.

## **2. Grant of Licence**

2.1 Subject to the terms and conditions of this Licence, a person is licensed to offer in the course of business a telecommunications service.

2.2 A person referred to in Condition 2.1 is not licensed to establish or maintain any means of telecommunications for the purpose of offering telecommunications services under this Licence.

2.3 Without prejudice to the generality of the Ordinance and the foregoing, a person referred to in Condition 2.1 is not qualified to be licensed under this Licence if that person has been served with a notice by the Authority to that effect. If a person is not qualified to be licensed under this Licence, unless and until the above non-qualification notice is revoked by the Authority, any application from that person for registration under Condition 5 will not be accepted by the Authority.

## **3. General**

3.1 This Licence shall not be construed as granting an exclusive right to the Class Licensee.

3.2 The grant of this Licence does not authorize the Class Licensee to do anything which infringes any exclusive right to provide telecommunications circuits or services granted under the Ordinance or other Ordinance.

3.3 This Licence shall remain in full force unless expressly revoked by the Authority.

## **4. Compliance**

- 4.1 The Class Licensee shall comply with the Ordinance, regulations made under the Ordinance, licence conditions or any other instruments which may be issued by the Authority under the Ordinance and such guidelines or codes of practices which may be issued by the Authority as in its opinion are suitable for the purpose of providing practical guidance on any particular aspect of any conditions of this Licence.
- 4.2 If the Class Licensee employs any person under contract for the purpose of the offering a telecommunications service under this Licence (a “contractor”), the Class Licensee shall continue to be responsible for compliance with the conditions of this Licence, and the performance thereof, by the contractor.

## **5. Registration**

- 5.1 Subject to Condition 5.3, the Class Licensee shall register the following information with the Authority before commencement of offering in the course of business a telecommunications service, and shall only offer services under this Licence upon written confirmation from the Authority on the successful completion of the registration -
  - (a) name of the Class Licensee;
  - (b) company registration number of the Class Licensee under the Companies Ordinance (Cap. 622) or the number of the business registration certificate issued to the Class Licensee under the Business Registration Ordinance (Cap. 310);
  - (c) customer service hotline number(s);
  - (d) contact details;
  - (e) type(s) of telecommunications services to be offered by the Class Licensee;
  - (f) name(s) of all licensed telecommunications operators with whom the Class Licensee has entered into an agreement, arrangement

or understanding for the provision of telecommunications services under the Licence; and

(g) any other information as specified by the Authority from time to time.

5.2 If there is any change to the information provided under Condition 5.1, the Class Licensee shall update the Authority in the first instance.

5.3 The registration requirement or restriction imposed in Condition 5.1 may be waived in whole or in part by the Authority for specific group(s) of Class Licensees for a specified period<sup>1</sup>.

## **6. Provision of Information to the Customers**

6.1 Without prejudice to the other terms and conditions of this Licence, the Class Licensee shall provide or make available the following information to the customers when the services are offered -

(a) name of the Class Licensee;

(b) company registration number of the Class Licensee under the Companies Ordinance (Cap 622), business registration certificate number issued to the Class Licensee under the Business Registration Ordinance (Cap 310), or the registration number of the Class Licensee provided by the Authority upon successful completion of the registration under Condition 5.1;

(c) customer service hotline number(s);

(d) where applicable, the access code(s) or number(s) (including any access password) used for obtaining the services;

(e) instructions on how to access the services;

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<sup>1</sup> For details, please see the Guidelines for Offer of Telecommunications Services under Class Licence, which will be available by the effective date of this Licence.

- (f) the tariffs under which the services are offered; and
- (g) the duration or validity period of the services offered.

## **7. Offer of Satisfactory Service**

- 7.1 The Class Licensee shall at all times and from time to time during the subsistence of this Licence offer services under this Licence in a manner satisfactory to the Authority.
- 7.2 The Class Licensee shall, subject to any conditions of this Licence relating to the offer of the service, arrange to offer the service on its published terms and conditions and at the tariff published in accordance with Condition 12 (as applicable) on request of a customer whether or not the customer intends the service to be available for its own use or intends to utilize the service to provide a lawful telecommunications service to third parties.
- 7.3 Subject to any conditions relating to the offer of the service, the Class Licensee shall comply with a customer request for the service as tariffed in accordance with Condition 12 where the service could reasonably be offered by the Class Licensee to the customer.

## **8. Inspection**

- 8.1 On receiving reasonable prior written notice from the Authority, the Class Licensee shall allow the Authority, and any person authorized by the Authority in writing, for the Authority's own purposes to enter and inspect the offices, places and premises in Hong Kong where the Class Licensee has used in relation to the offer of services under this Licence, to verify that the Class Licensee is in compliance with the conditions of this Licence and the Ordinance.
- 8.2 The Class Licensee shall permit the Authority, or any person authorized by the Authority in writing, for the Authority's own purposes to inspect and if required to make copies of records, documents and accounts

relating to the Class Licensee's business for the purpose of enabling the Authority to perform its functions under the Ordinance and this Licence and to ensure the Class Licensee's compliance with the conditions of this Licence and the Ordinance.

- 8.3 On giving a reasonable prior written notice, the Authority may direct the Class Licensee to demonstrate that the service complies with the requirements imposed by the Ordinance or any other instruments which may be issued by the Authority under the Ordinance and that the Class Licensee shall comply with such directions.
- 8.4 For the purpose of Condition 8.3, the Class Licensee shall provide adequate support at its own cost, including but not limited to testing instruments and operating staff, as may be reasonably required by the Authority.

## **9. Requirement to Furnish Information to the Authority**

- 9.1 The Class Licensee shall furnish to the Authority, in such manner and at such times as the Authority may request in writing, such information as related to the business, including subscriber information, financial information, accounts, traffic information, technical configuration, circuit routing and other records or information as the Authority may reasonably require in order to perform its functions under the Ordinance and this Licence and to ensure the Class Licensee's compliance with the conditions of this Licence and the Ordinance.
- 9.2 Where the Authority proposes to disclose information obtained and the disclosure of which may adversely affect the Class Licensee's lawful business or commercial or financial affairs, the Authority will give the Class Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision whether or not to disclose the information.
- 9.3 Without limiting the generality of Condition 9.1, the Class Licensee shall, upon request by the Authority, supply to the Authority at such intervals and on/before such deadlines as may be specified by it in the request,



copies of agreements, contracts, invoices, statements and other relevant documents as may be specified by the Authority to show the arrangements that the Class Licensee has entered into with such person(s) and / or telecommunications operators in relation to the services offered by the Class Licensee under this Licence.

## **10. Confidentiality of Customer Information**

- 10.1 The Class Licensee shall not disclose information of a customer except with the consent of the customer, which form of consent shall be approved by the Authority, except for the prevention or detection of crime or the apprehension or prosecution of offenders or except as may be authorized by or under any law.
- 10.2 The Class Licensee shall not use information provided by its customers or obtained in the course of offer of services to its customers other than for and in relation to the services offered by the Class Licensee under this Licence.

## **11. Billing or Charging Accuracy**

- 11.1 The Class Licensee shall take all reasonable steps to ensure that any billing or charging equipment used in connection with the services offered under this Licence is accurate and reliable. The Class Licensee shall, in relation to the billing or charging system used for the offer of the services, keep such records and make them available for inspection by the Authority.
- 11.2 Upon written request of the Authority, the Class Licensee shall conduct or take all practicable steps to procure the tests on billing or charging equipment to assess its accuracy, reliability and conformity to the technical standards, if any, specified by the Authority. The Class Licensee shall submit the test result to the Authority within 14 days after the date of the test or such other longer period as the Authority may determine.

## **12. Tariffs**

- 12.1 The Class Licensee shall publish and charge no more than the tariffs for the services offered under this Licence. The tariffs shall include the relevant terms and conditions for the offer of the services. The Class Licensee shall comply with any guidelines which may be issued by the Authority from time to time concerning the publication of tariffs and the relevant terms and conditions for the offer of the services.

## **13. Numbering Plan and Related Matters**

- 13.1 The Class Licensee shall conform to any numbering plan made or approved by the Authority and any code of practice or direction given by the Authority in respect of the numbering plan.
- 13.2 The Class Licensee shall conform to any regulatory guide, code of practice or direction relating to the use or assignment of number, access code or calling line identification issued by the Authority.

## **14. Number Portability**

- 14.1 Where the Class Licensee offers services provisioned by the licensed telecommunications operators on which the Authority has directed to facilitate the portability of numbers, the Class Licensee shall make arrangements to facilitate, at its own cost, the fulfilment of the obligations of facilitating the portability of numbers from the numbering plan of Hong Kong as stipulated in Condition 13.1.
- 14.2 Subject to Condition 14.1, the Class Licensee shall conform to any code of practice issued by the Authority in respect of procedures for handling number portability.
- 14.3 For the purpose of this Condition, “portability of numbers” means the function of the network, system and service which enables a customer of the service of a unified carrier licensee, mobile carrier licensee, services-

based operator, mobile virtual network operator or any other licensee, as the case may be, to become a customer of another unified carrier licensee, mobile carrier licensee, services-based operator or mobile virtual network operator or any other licensee, as the case may be, without changing the number assigned to that customer.

## **15. Compliance with Codes of Practice**

15.1 Without limiting or affecting in any way the Class Licensee's obligations under any other licence condition, the Class Licensee shall comply with any code of practice or guideline which may be issued by the Authority from time to time for the purpose of providing practical guidance to the Class Licensee in respect of -

- (a) the offer or provision of satisfactory service;
- (b) the protection of customer information; and
- (c) the protection and promotion of the interests of consumers of telecommunications goods and services.

15.2 Before issuing any code of practice or guideline referred to in Condition 15.1, the Authority shall carry out such consultation as is reasonable in all the circumstances of the case.

## **16. Offer of Class 1 or Class 2 Service**

16.1 Where the Class Licensee offers a Class 1 or Class 2 service under this Licence, the provisions set out in the Schedule shall apply in relation to the Class 1 or Class 2 service offered.

## **17. Service Contracts and Dispute Resolution**

- 17.1 The Class Licensee shall comply with all codes of practice issued by the Authority from time to time in respect of the requirements to apply in the contracting of telecommunications services to end users.
- 17.2 The contracting requirements referred to in Condition 17.1 may include the following –
- (a) the style, format and structure of service contract documentation;
  - (b) the manner of entering into and terminating service contracts;
  - (c) the information to be included in or in connection with service contracts and the performance of the services;
  - (d) the submission of disputes between end users and the providers of telecommunications services to independent dispute resolution, pursuant to a scheme approved by the Authority; and
  - (e) other terms and conditions or provisions for the protection of the interests of end users.
- 17.3 Before issuing any code of practice for the purposes of Condition 17.1, the Authority shall carry out such consultation as is reasonable in the circumstances.

## SCHEDULE

### **Provisions that Apply where the Class Licensee Offers Class 1 or Class 2 Service (Condition 16)**

#### **1. Emergency Call Service**

1.1 For the sole purpose of enabling Hong Kong Police Emergency Centre or other entity as directed by the Authority to respond to and (as appropriate) identify a public emergency call made by a customer of the Class Licensee whose location is potentially nomadic, the Class Licensee shall

(a) provide free of charge the most up-to-date location information of a customer calling the emergency service (whose location is potentially nomadic) to the Hong Kong Police Emergency Centre or other entity as directed by the Authority;

(b) provide or make available a mechanism whereby the customers of the Class Licensee can update their location information; and

(c) remind the customers to update their location information whenever they change the location from which the service is used.

1.2 The Authority may grant exemption to the Class Licensee for any particular obligations imposed under Clause 1.1. The Class Licensee shall comply with any conditions which may be specified by the Authority or any guideline which may be issued by the Authority for such exemption.

1.3 Where the Class Licensee is exempted by the Authority from the provision of a public emergency call service pursuant to Clause 1.1 for any particular group of customers, it shall clearly indicate the non-provision of the public emergency call service to that group of customers in all promotion, marketing or advertising materials offering service to the customers and obtain their explicit consent on the non-provision of the public emergency call service before providing service to them.”

## **2. Backup Power Supply**

- 2.1 Unless there is backup power supply available in such manner as may be specified by the Authority to maintain continuity of the service offered by the Class Licensee without any deterioration in quality of the service during interruption of mains power supply on the customer's premises, to the network, or to any system or equipment delivering the service to the customer, the Class Licensee shall not provide the service to users whose "lifeline devices" are connected to the service.
- 2.2 Where no backup power supply is available in such manner as described in Clause 2.1, the Class Licensee is deemed to have complied with Clause 2.1 if
  - (a) the customers have, before or upon subscription of service, confirmed that the service will not be used by lifeline users or connected with lifeline devices; and
  - (b) the Class Licensee has affixed a label to the wall socket panel or any equipment installed on the customers' premises or taken other reasonable steps to remind the customers that the service is not suitable for connection to lifeline devices.
- 2.3 For the purpose of Clause 2, a "lifeline device" means a medical alarm or any other device for an elderly, infirm or invalid to summon assistance in the event of an emergency without having to dial manually the telephone number of the emergency service.