

**TELECOMMUNICATIONS ORDINANCE  
(Chapter 106)**

**SERVICES-BASED OPERATOR LICENCE**

DATE OF ISSUE: [Date]

[Name of Licensee]  
.....

of [Address]  
.....

(the “licensee”) is licensed, subject to the following conditions set out in this licence-

- (a) to provide a public telecommunications service (the “service”), the scope of which is described in Schedule 1; and
- (b) to establish and maintain a telecommunications system (the “system”) described in Schedule 2 to provide the service.

## **GENERAL CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this licence, except as hereinafter provided or unless the context otherwise requires, words or expressions shall have the meanings assigned to them in the Telecommunications Ordinance (Cap. 106) (the “Ordinance”) and, as the case may be, the Interpretation and General Clauses Ordinance (Cap. 1). For the purposes of interpreting this licence, headings and titles shall be disregarded.
- 1.2 This licence shall not be construed as granting an exclusive right to the licensee to provide the service.
- 1.3 This licence replaces any licence or any exemption from licensing, however described, which the Authority may have granted to the licensee for providing the service.
- 1.4 The grant of this licence does not authorize the licensee to do anything which infringes any exclusive licence granted under the Ordinance or any exclusive right to operate and provide telecommunications networks, systems, installations or services granted under any other Ordinance.

### **2. TRANSFER**

- 2.1 The licensee may, only with the prior written consent of the Authority and subject to such reasonable conditions as the Authority thinks fit, transfer this licence or any permission, right or benefit under this licence. In giving his consent the Authority will have regard to such matters as he thinks fit including but not limited to the effect which the transfer will have on market structure and the financial and technical competence and viability of the transferee.

### **3. INTERNATIONAL CONVENTIONS**

- 3.1 The licensee shall at all times perform and observe the requirements of the Constitution and Convention of the International Telecommunication Union and the regulations and recommendations annexed to it, as are stated to be applicable to Hong Kong, and any other international convention, agreement, protocol, understanding or the like to the extent that the instruments described in this General Condition 3.1 impose obligations on Hong Kong of which the Authority gives notice to the licensee, except to the extent that the Authority may in writing exempt the licensee from such compliance.
- 3.2 Where the Government has been consulted about or is involved in the preparation or negotiation of an international convention, agreement, protocol or understanding or the like or amendments thereto which are on the subject-matter of telecommunications or which relate to another subject-matter but which the Government anticipates could have a material impact on the provision of the service under this licence, the Government will, where practicable, provide the licensee with a reasonable opportunity to make a submission stating its views on the matter.

### **4. COMPLIANCE GENERALLY**

- 4.1 The 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 his opinion are suitable for the purpose of providing practical guidance on any particular aspect of any conditions of this licence.

### **5. PROVISION OF SERVICE**

- 5.1 The licensee shall, subject to Schedule 1 to this licence and any special conditions of this licence relating to the provision of the service, at all times during the validity period of this licence operate, maintain and

provide a good, efficient and continuous service in a manner satisfactory to the Authority. The Authority may, on application in writing by the licensee, exempt a part or parts of the service from the requirement of continuous provision.

## **6. CONFIDENTIALITY OF CUSTOMER INFORMATION**

6.1 The 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.

6.2 The licensee shall not use information provided by its customers or obtained in the course of provision of service to its customers other than for and in relation to the provision by the licensee of the service.

## **7. CONTROL OF INTERFERENCE AND OBSTRUCTION**

7.1 The licensee shall take reasonable measures to install, maintain and operate the service and the system in such a manner as not to cause any harmful interference or physical obstruction to any lawful telecommunications service, or cause any physical obstruction to the installation, maintenance, operation, adjustment, repair, alteration, removal or replacement of the facilities of any lawful telecommunications or utility service provider.

7.2 The licensee shall take reasonable measures to ensure that the customers of the service do not cause harmful interference to lawful telecommunications services or utility services through use of the service.

7.3 The Authority may give such reasonable directions as he thinks fit to avoid harmful interference or physical obstruction referred to in General Condition 7.1. The licensee shall comply with the directions.

## **8. COMPLIANCE**

- 8.1 If the licensee employs any person under contract for the purpose of the service, or for the installation, maintenance or operation of the system (a “contractor”), the licensee shall continue to be responsible for compliance with the conditions of this licence, and the performance thereof, by any contractor.

## **9. SAFETY**

- 9.1 The licensee shall take proper and adequate safety measures for the safeguarding of life and property in connection with all installations, equipment and apparatus operated or used, including safeguarding against exposure to any electrical or radiation hazard emanating from the installations, equipment or apparatus operated or used under this licence.
- 9.2 The licensee shall comply with the safety standards and specifications as may from time to time be prescribed by the Authority and any directions of the Authority in relation to any safety matter.

## **10. PROHIBITION OF CLAIMS AGAINST GOVERNMENT**

- 10.1 The licensee shall have no claim against the Government in tort or in contract in respect of any disturbance or interruption to any part of the system due to works carried out by or on behalf of the Government which result in disturbance to the system.

## **11. INDEMNITY**

- 11.1 The licensee shall indemnify the Government against any losses, claims, charges, expenses, actions, damages or demands which the Government incurs or which may be made against the Government as a result of or in relation to the activities of the licensee or any employee, agent or

contractor of the licensee in relation to the provision of the service or the installation, maintenance and operation of the system.

## **12. CONTRAVENTION BEYOND LICENSEE'S CONTROL**

- 12.1 The licensee shall not be liable for any breach of this licence where it is able to demonstrate, to the reasonable satisfaction of the Authority, that the breach was caused by circumstances beyond its control and that it has taken all reasonable steps open to it to rectify that breach.
- 12.2 Where the circumstances referred to in General Condition 12.1 are such that there is an outage or interruption in the service affecting a significant number of the licensee's customers for a period of more than 7 days, the licensee shall provide the Authority with a full report in writing detailing the reasons for the breach and indicating when, or if, it will be able to continue to provide the service.
- 12.3 If the Authority is, after considering a report provided under General Condition 12.2, of the reasonable belief that the licensee would be able to provide the service within a reasonable period of time despite the circumstances outlined in that report, the Authority may direct that the licensee recommence the service within such reasonable period as the Authority may in writing direct. The licensee shall comply with such direction.
- 12.4 For the avoidance of doubt, General Condition 12.1 shall apply to any of the licence conditions and the Authority may at his discretion, and on such conditions as he thinks fit, extend any time period within which the obligations of the licensee under any of the licence conditions may be met.
- 12.5 In exercising his discretion under General Condition 12.4 with respect to any of the licence conditions, the Authority shall take into account including, without limitation, whether circumstances are such that it would be unreasonable to require compliance by the licensee with the relevant licence condition.

**13. PERIOD OF VALIDITY**

- 13.1 This licence shall be valid for such period as determined and published by the Authority to be applicable to services-based operator licence at the time of the issue of this licence.

**14. LICENCE FEES**

- 14.1 The licensee shall pay the fees applicable to services-based operator licence as may from time to time be determined and published by the Authority.

**15. PUBLICATION OF LICENCE**

- 15.1 The licensee, or the Authority, may at their discretion make the terms and conditions of this licence, including any specific conditions, publicly available in any manner they think fit.

## **SPECIAL CONDITIONS**

### **1. PROVISION OF SERVICE**

- 1.1 The licensee shall, subject to Schedule 1 and any special conditions of this licence relating to the provision of the service, provide the service on its published terms and conditions and at the tariff published in accordance with Special Condition 4 (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.
- 1.2 Subject to Schedule 1 and any special conditions relating to the provision of the service, the licensee shall comply with a customer request for the service as tariffed by the licensee in accordance with Special Condition 4 where the service reasonably could be provided by the licensee to the customer.

### **2. NUMBERING PLAN**

- 2.1 The licensee shall conform to a numbering plan made or approved by the Authority and any directions given by the Authority in respect of the numbering plan.
- 2.2 The licensee shall at the request of the Authority or otherwise consult the Authority about the arrangements for the allocation and reallocation of numbers and codes within the numbering plan.
- 2.3 Where requested by the Authority, the licensee shall prepare and furnish to the Authority proposals for developing, adding to or replacing the numbering plan relating to the service.

### **3. REQUIREMENT TO FURNISH INFORMATION TO THE AUTHORITY**

- 3.1 The licensee shall furnish to the Authority, in such manner and at such times as the Authority may request in writing, such information related to the business run by the licensee under this licence, including financial, technical and statistical information, accounts and other records, as the Authority may reasonably require in order to perform his functions under the Ordinance and this licence.
- 3.2 Subject to Special Condition 3.3, the Authority may use and disclose information to such person as the Authority thinks fit.
- 3.3 Where the Authority proposes to disclose information obtained and the Authority considers that the disclosure would result in the release of information concerning the business or commercial or financial affairs of a licensee which disclosure would or could reasonably be expected to adversely affect the licensee's lawful business or commercial or financial affairs, the Authority will give the licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision whether to disclose the information.

#### **4. TARIFFS**

- 4.1 The licensee shall publish and charge no more than the tariffs for the service operated under this licence. The tariffs shall include the relevant terms and conditions for the provision of the service.
- 4.2 Publication shall be effected by –
- (a) placing a copy in a publicly accessible part of the principal business place and other business premises of the licensee as advised by the Authority; and
  - (b) sending a copy to any person who may request it. The licensee shall not levy a charge greater than that is necessary to cover reasonable costs involved.

## **5. METERING ACCURACY**

- 5.1 The licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the service is accurate and reliable.
- 5.2 Upon the written request of the Authority, the licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, specified by the Authority. The 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.
- 5.3 The licensee shall keep such records of any metering equipment in such form as may be specified by the Authority and shall supply such records to the Authority on the written request of the Authority.

## **6. UNIVERSAL SERVICE CONTRIBUTION**

- 6.1 Where directed by the Authority, the licensee shall pay to PCCW-HKT Telephone Limited, or other licensees, as the case may be, its relevant share of the universal service contribution to assist PCCW-HKT Telephone Limited, or those licensees, to meet their universal service obligations, if any.
- 6.2 Any universal service contribution shall be subject to annual review by the Authority as to description and quantum and the licensee shall pay its relevant share of such universal service contribution as the Authority may direct following a review. On the completion of an annual review, the Authority will supply the licensee such information as the Authority is reasonably able to supply, and subject to any duty of confidentiality, as to the basis on which the universal service contribution is calculated.
- 6.3 For the purpose of this Special Condition 6, the following definitions shall apply:
- (a) Basic Service means, subject to the Ordinance, the provision of

- (i) a public switched telephone service including the service connection, continued provision of connectivity, provision of a dedicated telephone number, an appropriate directory listing (except where the customer otherwise directs), a standard telephone handset without switching capacity (except where the customer elects to provide the handset), standard billing and collection services and relevant ancillary services and facilities necessarily utilized by the licensee;
- (ii) a reasonable number of public payphones including payphones located within publicly or privately owned facilities to which the public have access, whether on a 24 hours basis or restricted to certain hours or days of the week;
- (iii) a reasonable number of public payphones, designed for ease of effective use by the hearing impaired;
- (iv) a reasonable number of public payphones, designed for access by the physically disabled, including but not limited to those persons using wheelchairs;
- (v) operator provided directory enquiries, fault reporting, service difficulty and connection services;
- (vi) a tropical cyclone warning service;
- (vii) a thunderstorm and heavy rain warning service;
- (viii) a flood warning service;
- (ix) access to a number or numbers for emergency services; and
- (x) such other services, subject to the Ordinance, as the Authority may include.

- (b) Universal service contribution is that sum calculated in accordance with a formula adopted annually by the Authority, to ensure that PCCW-HKT Telephone Limited, where it has a universal service obligation, and any other licensee with such an obligation, as the case may be, receives a fair contribution from other licensees towards the costs, net of attributable revenue, of serving customers with Basic Service whom would otherwise not be served because it is not economically viable to do so but who are required to be served under the universal service obligation.
- (c) Universal service obligation is the obligation to provide, maintain and operate the relevant network in such manner as to ensure that a good, efficient and continuous Basic Service is reasonably available, subject to the Ordinance, to all persons in Hong Kong and to provide that Basic Service in such manner.

## **7. INTERCONNECTION CHARGES, INCLUDING WITHOUT LIMITATION, LOCAL ACCESS CHARGE AND INTERNATIONAL CALL FORWARDING SERVICE CHARGE**

- 7.1 For the delivery of outgoing and incoming external telecommunications traffic between the facilities of the licensee and the users of the service in Hong Kong, the licensee shall pay such interconnection charges, including, without limitation, local access charges, and access charge or origination charge for interconnection necessary for the provision of international call forwarding service as may be determined by the Authority from time to time under section 36A of the Ordinance and the level and to the fixed carriers, fixed telecommunications network services licensees, mobile carriers or public radiocommunications service licensee specified by the Authority in the determination.
- 7.2 The licensee shall comply with any code of practice concerning technical configuration and operation of the service that may be issued by the Authority from time to time after consultation with the licensees for external telecommunications services, fixed carriers, fixed telecommunications network services licensees, mobile carriers, public

radiocommunications service licensees, or services-based operator licensees for the purpose of implementing the terms under the determination referred to in Special Condition 7.1 for interconnection charges, local access charges and access charge or origination charge for interconnection necessary for the provision of international call forwarding service, and the prevention of non-compliance with the determination.

## **8. CALLING LINE IDENTIFICATION AND RELATED SERVICES**

- 8.1 The licensee shall conform to any regulatory guide, code of practice or direction issued by the Authority in respect of calling line identification and other calling line identification related services.
- 8.2 Without limiting the generality of Special Condition 8.1, the regulatory guide, code of practice or direction issued under that Special Condition may require the licensee to validate the calling line identification against the authenticated customer in order to prevent fraud and spam.

## **9. PROVISION OF INFORMATION TO CUSTOMERS**

- 9.1 Without prejudice to the other terms and conditions of this licence, the licensee shall provide or make available the following information to the customers when the services are offered:
- (a) Name of the licensee;
  - (b) Licence number of the licensee under this licence;
  - (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;

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

## **10. INSPECTION**

- 10.1 On receiving reasonable prior written notice from the Authority, the licensee shall allow the Authority and any person authorized in writing by him for the Authority's own purposes to enter and inspect the offices, places and premises in Hong Kong where the licensee has installed telecommunications equipment, or used for the provision of the service and if required to make copies of records, documents and accounts relating to the licensee's business for the purpose of enabling the Authority to perform his functions under the Ordinance and ensure the licensee's compliance with the general conditions and special conditions of this licence and the Ordinance.
- 10.2 The licensee shall provide and maintain, at no less than the reasonable technical standards set by the Authority, facilities to enable the Authority to inspect, test, read or measure, as the case may be, any telecommunications installations, equipment (including, but not limited to testing instruments) or premises used or to be used for the provision of the service, and may at its option, and shall on the written request of the Authority, and subject to the provision by the Authority of reasonable prior written notice, provide a representative to be present at any such inspection, testing, reading or measurement.
- 10.3 On giving reasonable prior written notice, the Authority may direct the licensee to demonstrate that the service complies with the technical requirements imposed by the Ordinance and Regulations or any other instruments which may be issued by the Authority under the Ordinance and the licensee shall comply with such directions.
- 10.4 For the purpose of Special Conditions 10.2 and 10.3, the licensee shall provide adequate testing instruments and operating staff.

## **11. TELECOMMUNICATIONS NUMBER TRANSLATION DEVICE**

- 11.1 The licensee shall comply with any directions given in writing by the Authority in relation to the use of a telecommunications number translation device for access to the service.
- 11.2 The licensee shall bear all the costs and financial losses incurred due to full compliance with the directions mentioned in Special Condition 11.1.
- 11.3 In this condition, “telecommunications number translation device” shall mean a device which translates a number input via the normal dialling pad into another number for access to specified destinations or services, but does not include a device which generates such a number upon input through a special function key or a combination of special function keys and the normal dialling pad. The “normal dialling pad” means the dialling pad comprising the buttons for digits 0 to 9, and for “\*” and “#”.

## **12. UNSOLICITED ADVERTISING**

- 12.1 The licensee shall not use the service, and shall endeavour to prevent the service from being used by any user, for the transmission of messages or communications comprised in any unsolicited advertising or unsolicited promotional information and comply with all codes of practice which may be issued by the Authority from time to time concerning unsolicited advertising or unsolicited promotional information.

## **13. COMPLIANCE WITH CODES OF PRACTICE**

- 13.1 Without limiting or affecting in any way the licensee’s obligations under any other licence condition, the 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 licensee in respect of:

- (a) the 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

13.2 Before issuing any code of practice or guideline referred to in Special Condition 13.1, the Authority shall carry out such consultation as is reasonable in all the circumstances of the case.

Sample

## **SPECIAL CONDITIONS FOR CLASS 1 AND CLASS 2 SERVICES**

### **14. APPLICABILITY OF CERTAIN SPECIAL CONDITIONS FOR CLASS 1 SERVICE**

14.1 Where the licensee provides a “Class 1 service” defined in Special Condition 14.2, Special Conditions 16 to 21 shall apply in addition to all General Conditions and Special Conditions 1 to 13.

14.2 For the purpose of this licence, “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 Special Condition 15.2.

### **15. APPLICABILITY OF CERTAIN SPECIAL CONDITIONS FOR CLASS 2 SERVICE**

15.1 Where the licensee provides a “Class 2 service” defined in Special Condition 15.2, Special Conditions 16 to 19 shall apply in addition to all General Conditions and Special Conditions 1 to 13.

15.2 For the purpose of 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 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) in the provision of which –

(i) the 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 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.

## **16. REQUIREMENTS FOR INTERCONNECTION**

16.1 Where the customers to the service are assigned with numbers from the numbering plan of Hong Kong as stipulated in Special Condition 2.1, the licensee shall interconnect the service and the system with other networks and services licensed under the Ordinance in such a manner that enables the customers to the service to make and receive calls to and from all other users assigned with numbers from the said numbering plan.

## **17. NUMBER PORTABILITY**

17.1 The licensee shall, in such manner as the Authority may direct, facilitate the portability of numbers from the numbering plan of Hong Kong as

stipulated in Special Condition 2.1 and assigned to any customer of an internal fixed telecommunications service provided by any services-based operator licensee for carrying real-time voice communications (which may be integrated with other types of communications) which is interconnected with systems and services under fixed telecommunications network services licences or fixed carrier licences, or any customer of any fixed carrier licensee or fixed telecommunications network services licensee, so that any number so assigned may be used by that customer should it cease to be a customer of any such entity and become a customer of an internal fixed telecommunications service provided by any other services-based operator licensee for carrying real-time voice communications (which may be integrated with other types of communications) which is interconnected with systems and services under fixed telecommunications network services licences or fixed carrier licences, or a customer of fixed carrier licensee or fixed telecommunications network services licensee, as the case may be.

- 17.2 The licensee shall, in such manner as the Authority may direct, facilitate the portability of numbers from the numbering plan of Hong Kong as stipulated in Special Condition 2.1 and assigned to any customer of any public radiocommunications services licensed under the public radiocommunications service licence or mobile carrier licence or mobile virtual network operators services licensed under public non-exclusive telecommunications service licences granted under the Ordinance so that any number so assigned may be used by that customer should it cease to be a customer of any such entity and become a customer of any public radiocommunications services or mobile virtual network operators services.
- 17.3 The licensee shall make commercial arrangements with one or more fixed carrier or fixed telecommunications network services licensees to fulfil the obligations of facilitating the portability of numbers under Special Conditions 17.1 and 17.2 and conform to any code of practice issued by the Authority in respect of procedures for handling number portability.

## **18. EMERGENCY CALL SERVICE**

- 18.1 Where the customers to the service are assigned with numbers from the numbering plan of Hong Kong as stipulated in Special Condition 2.1, the licensee shall provide a public emergency call service by means of which any member of the public may, at any time and without incurring any charge, by means of compatible apparatus connected to the system, communicate as quickly as practicable with the Hong Kong Police Emergency Centre or other entity as directed by the Authority to report an emergency.
- 18.2 Where the licensee provides a public emergency call service pursuant to Special Condition 18.1 and the location of the customer making the call is potentially nomadic, the licensee shall in such manner as may be specified by the Authority maintain the most up-to-date location information of customers and provide free of charge, to the Hong Kong Police Emergency Centre or other entity referred to in Special Condition 18.1, the relevant information relating to the location of a customer calling the emergency service described in Special Condition 18.1 for the sole purpose of responding to that call and (as appropriate) identification that the location of the customer making the call is potentially nomadic. The licensee shall provide a mechanism whereby the customers can update their location information and remind the customers to update their location information whenever they change the location from which the service is used.

## **19. BACKUP POWER SUPPLY**

- 19.1 The licensee shall conform to any guideline or code of practice issued by the Authority in respect of the provision of backup power supply to the service.
- 19.2 Unless there is backup power supply available in such manner as may be specified by the Authority to maintain continuity of the service 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

licensee shall not provide the service to users whose “lifeline devices” are connected to the service.

19.3 Where no backup power supply is available in such manner as described in Special Condition 19.2, the licensee is deemed to have complied with Special Condition 19.2 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 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.

19.4 In this Special Condition, 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.

## **20. DIRECTORY INFORMATION AND DIRECTORY INFORMATION SERVICE**

20.1 For the purposes of this Special Condition –

- (a) “directory information” means information obtained by the licensee in the course of the provision of Class 1 service under this licence concerning or relating to the name, address, business and telephone numbers of each of its customers;
- (b) “raw directory information” means the licensee’s directory information held in a basic format relating to all of its customers of Class 1 service other than its customers who request that directory information about them not be disclosed.

- 20.2 This Special Condition applies only in respect of standard printed directories and other directory databases and services which include all of the names of a licensee's customers listed in alphabetical order and does not apply to classified directories where customers are listed by business or trade category or to other business or specialised directories.
- 20.3 Subject to compliance with the Personal Data (Privacy) Ordinance (Cap. 486), General Condition 6 and any applicable law, the licensee shall
- (a) unless otherwise agreed by the Authority, publish or arrange at least biennially for the publication of directory information in a printed or other form approved by the Authority, relating to all its customers of Class 1 service, other than customers who request not to be included in a directory to be published ("the printed directory"); and
  - (b) establish, maintain and operate, or arrange for the establishment, maintenance or operation of a telecommunications service whereby customers of Class 1 service may, upon request, be provided with directory information other than that of its customers of Class 1 service who request the information not to be disclosed ("the telephonic directory service").
- 20.4 The printed directory and the telephonic directory service provided under Special Condition 20.3 shall be made available free of charge to all of the licensee's customers of Class 1 service and shall be provided in a manner satisfactory to the Authority.
- 20.5 The licensee shall make commercial arrangements with one or more fixed carrier or fixed telecommunications network services licensees to fulfil the obligations of providing the printed directory and the telephonic directory service under this Special Condition.
- 20.6 The licensee's printed directory shall be a unified printed directory and the licensee's telephonic directory service shall be a unified telephonic directory service and shall utilise a unified directory database, containing directory information on all customers of Class 1 service

provided by services-based operator licensees, and directory information on all customers required to be included into a unified printed directory and provided with a unified telephonic directory service by fixed carrier or fixed telecommunications network services licensees pursuant to their relevant licence conditions, except for those customers who request that directory information about them not be disclosed. The licensee shall provide, and regularly update, raw directory information about its customers of Class 1 service to the fixed carrier or fixed telecommunications network services licensees with whom the licensee shall make commercial arrangements pursuant to Special Condition 20.5.

## **21. CUSTOMER CHARTER**

- 21.1 Unless a waiver in writing is granted by the Authority, the licensee shall prepare a customer charter which sets out the minimum standards of service to the licensee's customers and gives guidance to the employees of the licensee in their relations and dealings with customers.

## **SCHEDULE 1**

### **SCOPE OF THE SERVICE**

1. Subject to General Condition 3, Clause 3 and Clause 4 of this Schedule 1, all internal and external telecommunication services, other than telecommunication services the subject of an exclusive licence issued under the Ordinance, a Mobile Carrier Licence, a Mobile Carrier (Restricted) Licence, a Public Radiocommunications Service Licence, a Radio Paging System Licence, a Public Radiocommunications Service Licence (For Services Other Than Land Mobile Services), a Public Non-Exclusive Telecommunications Service Licence for the provision of Mobile Virtual Network Operators Services, a Public Non-Exclusive Telecommunications Service Licence for the provision of Public Radio Communications Relay Service, a service subject to licensing under any other Ordinance, or a satellite broadcasting service under a Satellite Television Uplink and Downlink Licence.
2. For the purpose of this licence,
  - an “internal” telecommunication service means a service for communications between points within the Hong Kong Special Administrative Region; and
  - an “external” telecommunication service means a service for communications
    - (a) between one or more points in the Hong Kong Special Administrative Region and one or more points outside the Hong Kong Special Administrative Region; and
    - (b) between two or more points outside the Hong Kong Special Administrative Region but routed in transit via the Hong Kong Special Administrative Region.
3. Nothing in this licence authorises the licensee to establish or maintain any means of telecommunications, including but not limited to physical facilities or telecommunications installations, which cross public streets or

unleased Government lands.

4. The scope of service specified in Clause 1 of this Schedule 1 does not include internal voice telephony services provided to mobile customers.

\*\*\*\*\*

Sample

## **SCHEDULE 2**

### **DESCRIPTION OF THE SYSTEM**

All such telecommunications installations established, maintained, possessed or used whether owned by the licensee, leased, or otherwise acquired by the licensee for the purpose of providing the public telecommunications services specified in Schedule 1.

Sample

( )  
for Telecommunications Authority

Date: [Date]

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

**SERVICES-BASED OPERATOR LICENCE**

**DIRECTION**  
(Special Condition 17)

To : [ ] (the “Licensee”)  
Date : [ ]

1. Pursuant to Special Condition 17 of the Services-Based Operator Licence granted to [ ] on [ ], the Telecommunications Authority hereby directs the Licensee, until further notice is given in writing,

- (a) to facilitate the portability of numbers from the numbering plan of Hong Kong as stipulated in Special Condition 2.1 for customers of internal fixed telecommunications services for carrying real-time voice communications (which may be integrated with other types of communications) which are interconnected with systems and services under fixed telecommunications network services licences or fixed carrier licences and licensed under services-based operator licences, or for customers of fixed telecommunications network services licensed under the fixed telecommunications network services licences or fixed carrier licences in Hong Kong (“Operator Number Portability”) so that HKTA 2102 entitled “Procedures for Handling Number Porting by Database Solution” issued by the Telecommunications Authority and as revised from time to time by the Telecommunications Authority can be fully complied with on and after the launch of the service;

(b) to facilitate the portability of numbers from the numbering plan of Hong Kong as stipulated in Special Condition 2.1 for customers of mobile carrier licences, public mobile radiotelephone services and personal communications services licensed under public radiocommunications service licences or mobile virtual network operators services licensed under public non-exclusive telecommunications service licences in Hong Kong (“Mobile Number Portability”) so that the Code of Practice entitled “Code of Practice related to the Implementation of Mobile Number Portability” issued by the Telecommunications Authority and as revised from time to time by the Telecommunications Authority can be fully complied with on and after the launch of the service.

2. Notwithstanding paragraph 1(a), where the Licensee provides a “Class 1 service”, nothing in this Direction requires the Licensee:

- (a) to enable the number assigned by the Licensee to the customer, to be used by that customer for a “Class 2 service” provided by any other “Class 2 service” provider should that customer cease to be a customer of the Licensee; or
- (b) to enable the number assigned to a customer of any other “Class 2 service” provider, to be used by that customer for the service provided by the Licensee.

3. Notwithstanding paragraph 1(a), where the Licensee provides a “Class 2 service”, nothing in this Direction requires the Licensee:

- (a) to enable the number assigned by the Licensee to the customer for such service, to be used by that customer for a service provided by any other fixed carrier or fixed telecommunications network services licensee, or services-based operator licensee should that customer cease to be a customer of such service; or

- (b) to enable the number assigned to a customer of any other fixed carrier or fixed telecommunications networks service licensee, or services-based operator licensee, to be used by that customer for such service.

( M. H. AU )  
Telecommunications Authority

Sample