# The Hashemite Kingdom of Jordan



# **Telecommunications Regulatory Commission**

**Guidelines for the Practice of Telecommunications Subscriber Affairs** 

Amman, August 25<sup>th</sup> 2010

### Guidelines for the Practice of Telecommunications Subscriber Affairs

#### 1. Introduction

By issuing this document, TRC aims to provide guidance to companies in their development and preparation of the rules of practice related to the affairs of their subscribers and required by the terms of their licenses, taking into account the nature, specificity and variety of services provided by each company.

### 2. Definitions

Telecommunications Law: Telecommunications Law No. 13 of 1995 and its amendments.

The Commission: The Telecommunications Regulatory Commission established under the Telecommunications Law No. (13) Of 1995.

The service:

## **Company:**

Subscriber: The natural or legal person or the authorized person who signs the application form after having read and approved all the terms and conditions set out in the subscription contract.

Rules of practice: A set of general rules that aim to direct both company employees and participants to matters related to the affairs of subscribers.

Subscription contract: Terms and conditions, subscription form and any other annexes governing the relationship between the subscriber and the company under which the subscriber is provided with the service.

Force Majeure: The extraordinary incident that cannot be expected and paid and makes implementation of the obligation impossible so that the company is no longer able to meet its obligations under this contract. License: A contract or agreement signed between the TRA and the Company to allow it to provide public telecommunications services, in accordance with the provisions of the Telecommunications Law and the regulations issued thereunder.

- -Any term or term related to the nature of the service provided by the Company.
- 3. Services provided by the company and the mechanism to obtain them: This includes the nature of the service / services provided by the company and the conditions that must be available to benefit from them in the best manner, and the documents necessary to enter the service.
- 4. Liability of the Company: This includes the limits of liability of the Company towards its subscribers in respect of the service provided by it and that the Company is responsible for providing the Contractor with the contracted service except for Force Majeure.
- 5. Contract of subscription: It should be noted that the contract / contracts signed between the company and the subscriber is the one who the terms of the contract and any other annexes, including all details of the service / services to be provided by the company and used by the subscriber.
- 6. Quality of service performance objectives: This includes the company's commitment to provide the customer with high quality service and take all available means and obligations under the license to comply with this.
- 7.Compensation mechanism: The company's obligation to compensate the subscriber in the event of a breakdown or interruption in the service provided or in proportion to the duration of the holidays and / or interruptions if such failure and / or interruption is the result of Internal factors of their own (except where the service is interrupted for maintenance or modification) extensions on the network provided that the subscriber is notified in advance within a reasonable period of time), a compensation is offered as agreed between the parties, including but not limited to refunding, discounts or compensation for additional hours or capacities.

- 8. Procedures for dealing with complaints: Clarifying the mechanism followed by the company to receive complaints from participants processing and types of complaints received, and granting the participant access to the Commission to file any complaint except for complaints of financial disputes, in case the complaint is not resolved by the company or not satisfaction of the complainant about the nature of the response provided by the company, and by contacting from any landline phone or the toll free number (117000).
- 9. Customer Services Department: Clarifying all branches of customer service offices, their phones numbers and their addresses.
- 10. Subscribers' bills: This includes a reference to the company's obligation to issue detailed monthly invoices Includes monthly subscription to the Service and any additional services that are subscribed to by the Subscriber, all fees and fees due, and an explicit reference on the maturity date.
- 11. Conditions and mechanism of payment and insurance: which include reference to the mechanism followed by the company to pay the receivables and the branches to which payment can be made, and to indicate any amounts payable by the subscriber to participate in the service (if any), provided that the amount of insurance does not exceed the value of the expected invoices for three months.
- 12. Service separation policy: The need to mention the cases in which the service is withhold from the subscriber, whether it will totally or partially, as mentioned in the contract approved by the Commission.
- 13. Dissolution of the subscription contract: It is necessary to state the cases in which the signed contract is terminated and as stated in the service contract of the company's services approved by the Authority.
- 14. Settlement of disputes: Clarification of the mechanism followed by the company to receive and deal with disputes of subscribers, and that the participant shall have the right to complain to TRC- in case the dispute is not resolved or dissatisfied with the nature of the solution in respect of disputes relating to the level of service and / or for the purpose of resolving any dispute

or dispute with respect to any of the conditions and the provisions of the contract, except for matters related to financial disputes, and the courts of the Kingdom shall have jurisdiction and jurisdiction to consider all disputes and disputes that may arise from the interpretation or implementation of the terms and conditions of a contract.

- 15. Guidance directory Services: The Company provides guidance service where the service is applicable in parallel according to the nature of the service provided, so that the name and number of the subscriber are included in the directory, taking into account their obligation to keep the information of subscribers confidential, especially those who request in writing not to include their data, their names, addresses, phone numbers and any other personal information.
- 16. Emergency Service Numbers: The Company shall record the detailed information of the address in which the subscriber wishes to deliver assistance in case of emergency, in accordance with Article 4 of the Emergency Telecommunications Services.