
TELECOMMUNICATIONS ORDER, 2001

CODE OF PRACTICE FOR GENERAL DUTIES IN THE TELECOMMUNICATIONS SECTOR

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TELECOMMUNICATIONS ORDER, 2001

CODE OF PRACTICE FOR GENERAL DUTIES IN THE TELECOMMUNICATIONS SECTOR

In exercise of the powers conferred by Section 26(1) of the Telecommunications Order, 2001, the Authority for Info-communications Technology Industry of Brunei Darussalam (“Authority”) hereby issues the following Code of Practice to Regulate General Duties in the Telecommunications Sector

1. Citation and commencement

This Code of Practice to Regulate General Duties in the Telecommunications Sector may be cited as the **General Duties Code** and shall commence on a date to be appointed by the Authority.

2. Purpose of the General Duties Code

The purpose of this Code is to ensure the protection of End Users and Customers in their engagement with Market Players in Brunei Darussalam.

3. Definitions

The terms in this Code shall have the same meaning as defined in the Code of Practice for the Telecommunications Sector (Telecommunications Code).

4. Legal effect of the General Duties Code

- 4.1. All Market Players duly licensed in Brunei Darussalam must comply with the applicable provisions of this Code.
- 4.2. The obligations contained in this Code are in addition to those contained in the Telecommunications Order 2001, as well as any other regulations, licences, codes of practice or standard of performance, advisory guidelines or Directions issued by the Authority.
- 4.3. To the extent that any provision of this Code is inconsistent with the provisions of the Telecommunications Order, 2001, the provisions of the Telecommunications Order, 2001 shall prevail.
- 4.4. To the extent that this Code is inconsistent with the provision of any other codes of practice or standards of performance or licence terms and conditions issued by the Authority in relation to the same, whether currently in force or implemented in the future, the terms of this Code shall prevail.
- 4.5. Except for matters relating to competition law involving the telecommunications sector, nothing in this Section is intended to limit any right, including rights of recourse against a Market Player, that an End User may have under any applicable legislation.
- 4.6. If any provision of this Code is held to be unlawful, all other provisions will remain in full force and effect.

5. Application of the General Duties Code to Market Players

Unless otherwise stated, the provisions of this Code shall apply to all Market Players and such other undertakings or enterprises as the Authority may designate, given the impact in Brunei Darussalam. The Authority will apply the provisions of this Code according to the regulatory principles specified in Section 1.6 of the Telecommunications Code.

6. Rule of construction

The Authority will interpret this Code in a manner that is consistent with the ordinary meaning of the terms used. In case of any ambiguity, the Authority will interpret the General Duties Code in the manner most consistent with the goals and regulatory principles as set out in the Telecommunications Code.

7. Duty to comply with the Authority's Quality of Service standards

Market Players must comply with any regulations, advisory guidelines, codes of practice or standards of performance issued by the Authority in relation to the quality of service standards. However, a Market Player and an End User or a Customer may agree in writing to a different quality of service standard. In such cases, the Market Player must clearly inform the End User and/or Customer of the service level that it will provide and the fact that it does not comply with any regulations, advisory guidelines, codes of practice or standards of performance issued by the Authority in relation to the quality of service standards. Such an arrangement may be captured in the form of service level agreements, operational level agreements or any other form of agreement.

All Market Players must submit to the Authority a sealed copy (to maintain confidentiality) of all agreements entered into with an End User or a Customer pursuant to this Section, which may be reviewed by the Authority.

8. Duty to prevent unauthorised use of EUSI

- 8.1. Market Players must take reasonable measures to prevent the unauthorised use of End User Service Information (EUSI).
- 8.2. A Market Player must adopt appropriate procedures to ensure that, unless the End User has provided prior consent, the Market Player will not use EUSI for any purpose other than:
 - 8.2.1. Planning, provisioning and billing for any Infrastructure or services operated or provided by the Market Player;
 - 8.2.2. Managing bad debts and preventing fraud related to the operation or provision of Infrastructure or Services;
 - 8.2.3. Facilitating interconnection and interoperability between Market Players for the provision of any Infrastructure or Services;
 - 8.2.4. Providing assistance to law enforcement, judicial or other government agencies; or
 - 8.2.5. Complying with any regulatory requirement imposed by the Authority authorising the use of EUSI (for example, for the provision of directory assistance services, or to prevent the use of such information for activities such as spamming).

- 8.3. The Market Player must further ensure that, unless the End User has provided consent, the Market Player will not provide EUSI to any third party (including its Affiliates) for the purposes of developing and marketing any goods or services.
- 8.4. For the avoidance of doubt, the Market Player shall comply with any applicable laws relating to the use of personal data.

9. Duty to file tariffs

- 9.1. Market Players must file tariffs with the Authority when proposing new tariffs for Infrastructure or Services before offering them to End Users and Customers. Such tariffs shall also include any tariffs that have not been previously submitted to the Authority, such as modifications of permanent tariffs, new products, temporary changes or promotional tariffs, including any offer on a trial basis.
- 9.2. A Market Player without Significant Market Power (SMP) must submit a complete tariff filing to the Authority for notification at least three (3) Working Days before offering them to End Users and Customers.
- 9.3. A Market Player with SMP must submit a complete tariff filing for the Authority's review and written approval, at least one (1) month or any other timeframe otherwise specified by the Authority before offering them to End Users and Customers.
- 9.4. Information to be included in tariff filing by a Market Player must:
 - 9.4.1. Fully and clearly describe the Infrastructure or Services to be offered;
 - 9.4.2. Contain a clear statement of the prices, terms and conditions (including any eligibility requirements) on which the Market Player offers to provide the Infrastructure or Services;
 - 9.4.3. List any discounts or special considerations that the Market Player will offer and the requirements that must be satisfied (such as minimum volume or term requirements) to obtain those discounts;
 - 9.4.4. List the minimum period of time during which the Infrastructure or Services will be available and the minimum period of time, if any, during which the Market Player will not increase the filed rates;
 - 9.4.5. Be self-contained and must include charges for any Infrastructure or Services not generally subject to tariff regulation when offered as part of a package; and
 - 9.4.6. Any other information that the Authority deems necessary.
- 9.5. In addition to the information specified in Section 9.4, a Market Player with SMP must also:
 - 9.5.1. Comply with any cost methodology or requirements as determined by the Authority; and
 - 9.5.2. Clearly demonstrate in its filing that all regulatory requirements have been met.

10. Duty to publish tariffs

- 10.1. A Market Player must publish its standard tariffs, no later than the date on which it begins providing its Infrastructure or Services, and the information must be current and easy to understand. Individually negotiated tariffs must still be filed with the Authority but need not be published.

10.2. The information must at the minimum, include:

- 10.2.1. Descriptions of the Infrastructure or Services.
- 10.2.2. Pricing information (including any discount structures and all other associated charges).
- 10.2.3. Service suspension and termination provisions (including any early termination charges).
- 10.2.4. Billing period.
- 10.2.5. All terms and conditions associated with the offering.
- 10.2.6. Availability and eligibility requirements for the Infrastructure or Services.
- 10.2.7. Any related service usage and traffic management policy.
- 10.2.8. End User Service Level Agreement.

10.3. No advance publication of intended launch, public communication or teasers of any tariffs or any of the related terms and conditions for Infrastructure and Services may be made until:

- 10.3.1. For a Market Player without SMP - they have been filed with the Authority.
- 10.3.2. Market Player with SMP - they have been approved by the Authority.

11. Duty to Provide Infrastructure or Services on a Reasonable, Competitive, Transparent and Non-Discriminatory Basis

- 11.1. Market Players shall provide the Infrastructure or Services to End Users and Customers on a reasonable, competitive, transparent and non-discriminatory basis. Differentiated tariff offerings to its End Users and Customers may be allowed so long as it remains uniform, transparent and fair to the defined set of customers.
- 11.2. Market Players must ensure full transparency by providing clear, concise, and accurate information to End Users and Customers. This information should be easily understood and include, but not be limited to, the details in Section 10.2, empowering them to make informed decisions when purchasing or subscribing to services/products.
- 11.3. In case of non-availability of Infrastructure or Services at the desired locations, the Market Player shall suitably advise the requesting End User or Customer within two (2) Working Days from the date of acceptance of the initial request.
- 11.4. In case of any subsequent modifications to the terms and conditions by the Market Player, an advance notice of minimum one (1) month shall be issued to the affected End Users and Customers. Any such unilateral modifications for tenure-based subscriptions shall apply only after the completion of specified tenure. In case the subject matter of the modified terms and conditions warrants prior approval of the Authority, the same shall be obtained before release of the public notice.

12. Duty to Provide Unbundled Infrastructure or Services

- 12.1. A Market Player must provide Infrastructure or Services on an unbundled basis. Specifically, the Market Player must not require End Users and Customers that wants to receive or purchase access to a specific Infrastructure or Service, as a condition for purchasing that Infrastructure or Service to also purchase any:

- 12.1.1. other Infrastructure, Service or Equipment; or
- 12.1.2. non-telecommunication related services or equipment.

12.2. Any offerings which depart from the requirements in this Section shall be subject to the Authority's review and approval.

13. Duty to provide Infrastructure and Services consistent with effective tariffs

A Market Player must provide Infrastructure and Services in accordance with its published tariffs.

14. Maximum duration on contract subscriptions

- 14.1. For residential or individual subscriptions, the maximum duration of the contract subscriptions shall not exceed twenty-four (24) months.
- 14.2. For enterprise, business or government subscriptions, the maximum duration of the contract subscriptions shall not exceed thirty-six (36) months. Any contract subscriptions exceeding the maximum is subject to the Authority's review and approval.

15. Notification on remaining duration of contract subscriptions

- 15.1. Market Players must notify its End Users on the remaining duration of their contract subscription at least two (2) months prior to its expiry.
- 15.2. Market Players must ensure accurate and updated information of their contract subscription is available and accessible to its End Users at all times.

16. Prohibition on auto-renewal

- 16.1. A Market Player is prohibited from automatically renewing residential or individual contract subscriptions upon expiry, unless the subscriber have provided explicit consent at the time of renewal.
- 16.2. This prohibition does not apply to enterprise, business, government, or other Market Players contract subscriptions, where the renewal or extension is expressly agreed upon by both parties and is governed by transparent terms, including defined notice periods and opt-out mechanisms.

17. Joint marketing

A Market Player shall only permit other entities to include promotional or other material in any mass mailing distributed to all or a selected portion of its End Users and Customers where such End Users or Customers have provided explicit consent to receive such mailings.

18. Early termination charges

- 18.1. A Market Player may enter into agreements under which it provides its End Users and Customers with a discount or special consideration in return to commit to a minimum service period. The amount of any termination liability in the event that the End User or Customer ends the agreement prior to the agreed termination date must be reasonably proportionate to:

- 18.1.1. the value of the discount or special consideration provided by the Market Player; and
- 18.1.2. the duration of the period during which the End User or Customer took the services.

18.2. The amount of the early termination liability must not:

- 18.2.1. exceed the total of the remaining monthly subscription fees payable for the remaining period of the agreement; and
- 18.2.2. include any costs that the Market Player will no longer incur when an End User or Customer terminates the service.

19. Termination and Suspension

19.1. Service termination or suspension with prior notice

- 19.1.1. In any case in which a Market Player seeks to terminate a service agreement, or suspend the provision of services to an End User or Customer, on the grounds that the End User or Customer has breached any of the terms and conditions in that agreement, such as the consistent failure to pay for services, the Market Player may do so, if:
 - (a) The Market Player has provided the End User or Customer with advance notice as provided in Section 24.6 and a reasonable opportunity to remedy the breach; and
 - (b) The End User or Customer has failed to remedy the breach.

19.2. Service termination or suspension without prior notice

A Market Player may terminate a service agreement, or suspend the provision of services to an End User or Customer, without prior notice only under the following circumstances:

- 19.2.1. The End User or Customer has caused, or is likely to cause, imminent harm to the Market Player's network e.g., disruption, congestion or interference, or committed fraud against the Market Player;
- 19.2.2. The Market Player is acting in compliance with a formal direction, instructions or legal obligation issued by a law enforcement agency;
- 19.2.3. The End User is a residential or individual customer who has died or become insolvent; or
- 19.2.4. The End User or Customer is an enterprise, business or government entity that has ceased operations or has become Winding-Up.

19.3. Handling of termination or suspension for illegal or improper activities

Notwithstanding Sections 19.1 and 19.2, a Market Player may not terminate a service agreement, or suspend the provision of services, solely on the basis that the End User or Customer is suspected of engaging in illegal or improper activities. Instead, the Market Player should in such a situation, promptly report to the relevant law enforcement agency, and must act in accordance with a formal direction, instructions or legal obligation issued.

19.4. Restrictions on termination or suspension due to breach of another service agreement

Notwithstanding Sections 19.1 and 19.2, a Market Player may not terminate a service agreement, or suspend the provision of services to an End User or Customer, on grounds that the End User or Customer has breached any of the terms and conditions in another service agreement, where:

- 19.4.1. The service to be terminated or suspended is a Basic Telephone Service (where “Basic Telephone Service” means a fundamentally plain telephony service as may be identified by the Authority, which enables an End User to make and receive voice calls domestically); or
- 19.4.2. The other service agreement that has been breached is with a different Market Player.

19.5. Service termination due to a Market Player’s discontinuance of operations or specific services

- 19.5.1. A Market Player that intends to discontinue operations or a specific service must give reasonable advance notice to all affected End Users or Customers. Such notice must be given no less than two (2) months prior to the discontinuation of the operations or the specific service or as otherwise provided in the Licence. In such cases, the Market Player must take all reasonable measures to avoid any service interruption to its End Users or Customers, including complying with any requirement specified or direction issued by the Authority.
- 19.5.2. In any case in which an End User or Customer has made an advance payment for services provided by a Market Player, and the Market Player subsequently decides to discontinue operations or the specific service, the Market Player must allocate a proportionate share of the advance payment for refund to the End User or Customer.

20. Prohibition on “slamming”

No Market Player shall switch an End User or Customer from one Market Player’s services to another Market Player’s services without the prior consent of the End User or Customer. No Market Player shall collect or retain any payment from an End User or Customer for any service that the End User or Customer did not consent to. In such cases, the Market Player that performed the unauthorised switching must also bear any cost necessary to switch the End User or Customer back to the End User’s or Customer’s original service provider.

21. Prohibition on charging for services supplied on a free trial basis

If a Market Player has provided an End User or Customer with a service on a free trial basis, the Market Player must not charge the End User or Customer for such services after the end of the free trial period unless:

- 21.1. The Market Player has clearly notified the End User or Customer of the date on which the free trial period will end; and
- 21.2. The Market Player has obtained the express agreement of the End User or Customer to continue the service after the expiry of the free trial, subject to a minimum cancellation or alteration notice period of five (5) Working Days.

22. Minimum Billing Information

Market Players must, at a minimum, include the following information in the bills issued to their End Users and Customers:

- 22.1. Subscriber's details, including the name associated with the account, billing address, identification card or passport number, and contact information.
- 22.2. The subscription plan subscribed to and its associated contract period.
- 22.3. The billing cycle, indicating the period covered by the bill.
- 22.4. Usage details showing a breakdown of charges for each service used (e.g., call minutes, data usage, SMS).
- 22.5. Other charges incurred, such as charges for value-added services and third-party charges, including roaming services, international calls, and premium services.
- 22.6. The total amount due for the billing cycle.
- 22.7. The payment due date.
- 22.8. The invoice or billing number, which serves as a unique identifier for the bill.
- 22.9. Customer service information, including contact details for support, such as toll-free numbers and online assistance channels.

23. Billing adjustments for service unavailability or degradation

- 23.1. Notwithstanding any trial or promotional offers, End Users and Customers shall remain liable for the periodic payment of billed charges, provided that the Service or Infrastructure remains available during the relevant period.
- 23.2. Where the Service or Infrastructure is unavailable or subject to severe degradation for a continuous period exceeding seven (7) days, the Market Player shall, on an automatic basis and within a maximum of two (2) consecutive billing cycles, apply one or both of the following:
 - 23.2.1. A pro-rata adjustment to the charges; and/or
 - 23.2.2. An extension of the subscription validity period.
- 23.3. Exceptions to the above obligation shall apply only in the following circumstances:
 - 23.3.1. The service unavailability or degradation is due to force majeure condition which means any act or circumstance beyond any reasonable control;
 - 23.3.2. The End User or Customer has outstanding payments and has not paid undisputed charges while contesting the bill.

24. Mandatory contractual provisions

Market Players must include the provisions specified in the following Sections 24.1 to 24.6 in their service agreements. An End User or Customer may bring a private legal action against a Market Player to enforce these contractual obligations pursuant to its service agreement with that Market Player. In addition, any failure by a Market Player to fulfil these obligations will be treated by the Authority as a contravention of the General Duties Code.

- 24.1. Billing period
 - 24.1.1. The service agreement must specify how often the Market Player will issue bills, which must be timely, clear and accurate. Where the service agreement does

not specify a recurring billing period, the Market Player shall be deemed to issue bills on a monthly basis.

24.1.2. A prior written notice of at least two (2) billing cycles must be provided for any proposed amendment, variation or change to the Market Player's billing structure, including rates, fees or charges.

24.1.3. End Users who utilise a pre-paid account may be notified of any proposed amendment, variation or change to the Market Player's billing structure, rates, fees or charges at the time that they reload their pre-paid account.

24.2. Prices, terms and conditions on which service will be provided

24.2.1. The service agreement must clearly and comprehensively specify the prices, terms and conditions on which the Market Player will provide its service. This includes references to any tariffs, price lists, or similar documents that are readily available to the public.

24.2.2. The service agreement must further provide that End Users and Customers will not be bound by any price, term or condition that varies from those specified in the service agreement, unless:

- (a) The End User or Customer provides prior written approval; or
- (b) The service agreement clearly states that the Market Player may revise the prices, terms and conditions by providing reasonable advance notice to the End User or Customer.

24.3. No charges for unsolicited services

The service agreement must provide that End Users or Customers will not be liable to pay for any Services charges that End Users or Customers did not consent to receive. For the purposes of this Section, a "charge" refers to any act which conveys the impression to End Users or Customers that he is liable to pay for a service such as the issuance of a bill, and "charging" shall be similarly construed.

24.4. Procedures to contest charges

24.4.1. The service agreement must be registered with the Authority prior to its implementation and clearly indicate the procedures by which an End User or Customer can dispute any charge for any Services that the End User or Customer reasonably believes to be incorrect or improperly calculated. This includes situations in which the End User or Customer reasonably believes that the Market Player has not provided the service that it has agreed to provide.

24.4.2. In the event of a dispute, the End User or Customer shall not be required to pay any reasonably disputed amounts pending the resolution of the dispute, provided that the End User or Customer informs the Market Player of any disputed charge prior to the date on which the payment becomes due. If the End User or Customer ultimately is found liable for the disputed amounts, any interest that the Market Player wants to recover, in addition to the disputed amounts, must be commercially reasonable. The service agreement must specify the exact rate to be charged.

24.4.3. An End User or Customer that pays a bill and subsequently chooses to contest the bill will have one (1) year (starting from the date of the bill) to do so.

24.4.4. An End User or Customer that purchases a pre-paid service who chooses to contest any charge will have one (1) year (starting from the date on which the last contested charge was deducted from the End User) to do so.

24.4.5. The Market Player shall conduct a complete and objective review of the End User's or Customer's complaint, and provide a written response within ten (10) Working Days, which time can be extended up to one (1) month at the discretion of the Authority, of receiving notification that the End User or Customer is contesting a charge.

24.5. Private dispute resolution

The service agreement must provide that, if the parties are unable to resolve any dispute, they may choose to refer the dispute for resolution, to the Authority or relevant authority under the prevailing laws of Brunei Darussalam.

24.6. Termination or suspension of service by a Market Player

24.6.1. The service agreement must specify prominently:

- (a) Any basis on which the Market Player reserves the right to terminate or suspend the Service agreement; and
- (b) The procedures by which the Market Player will provide the End User or Customer with advance notice of any proposed termination or suspension, the basis for the action and the means by which the End User or Customer can avoid such termination or suspension, unless otherwise provided for in the General Duties Code.

24.6.2. Any Market Player who terminates or suspends a service agreement in accordance with Section 24.6.1(a) must give the End User or Customer a prior written notice of one (1) month before such service agreement is terminated or suspended.

25. Duty to provide customer charter

25.1. The Market Player must make a customer charter publicly available and readily accessible. In the event of any updates or review, any such charter shall publicly indicate the date from which the stated provisions apply to the given set of End Users and Customers.

25.2. The customer charter should contain all policies and information for End Users and Customers and at a minimum, must include:

- 25.2.1. Service commitments.
- 25.2.2. Customer rights.
- 25.2.3. Complaint handling.

25.3. For the avoidance of doubt, the Market Player must fulfill the following minimum consumer rights:

- 25.3.1. End User or Customer shall only be responsible for making payments against local bills or invoices generated by the Market Player. If the service is offered by the Market Player in collaboration with any third party, End User or Customer only need to pay the bills issued directly by the Market Player.
- 25.3.2. End User or Customer may request for detailed billing information, irrespective of their subscription type (postpaid or prepaid). All such request shall be provided with requisite details within seven (7) Working Days of acceptance of request.
- 25.3.3. Any request for the last three (3) months from latest billing period issued shall be entertained. Any associated tariff shall be declared to the End User or Customer in advance on uniform basis.
- 25.3.4. End User or Customer shall be permitted to place the Infrastructure or Service under temporary out of service, upon request. The minimum duration for temporary out of service provision may be three (3) months with pre-declared unit charges.
- 25.3.5. Prepaid End User or Customer shall be granted the re-activation of its original allocated directory number within three (3) months from the expiry date of its last validity period.
- 25.3.6. End User or Customer shall be provided with the following conveniences, or any other similar conveniences or services, without any additional incidental charges:
 - (a) Access to customer care both in-person or electronically.
 - (b) Emergency communications to the designated directory numbers.
 - (c) Booking service requests for activation or de-activation.
 - (d) Fault-booking, repair and complaints.
 - (e) Site inspection before first installation.
 - (f) Re-installation in case of service deficiency.
 - (g) Service related visits related to Customer Premises Equipment (CPE) check for configurations etc.
 - (h) Release of billing invoices except in case of prepaid customers.
 - (i) Acknowledgement of payments.
 - (j) Collection of Annual Fees.
 - (k) Recharge or top-up unless through any third party.
 - (l) Customer online account facility.
 - (m) Reset of credit facility limits on request.

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