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on your contracts...



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can be very confusing.

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# Consumer Rights: Contracts

Consultation  
Matter: 14/1615  
Dated 9 May 2014

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# 1. Definitions

“Access Service Provider” means a company (or companies) engaged in the business of providing Internet Access Services to Consumers by way of a physical network.

“Add-On Service” means an additional Electronic Communications service provided or offered to a Consumer without the requirement of additional terms and conditions by the same Service Provider that is providing the original Electronic Communications service.

“Consumer” means any person who has entered or seeks to enter into a Contract for the receipt of residential services with a Service Provider.

“Contract” means an agreement, whether written, oral, partly written and partly oral or inferred by the circumstances, that sets out the terms and conditions upon which a Service Provider offers a specified Electronic Communications service(s) or product(s) and the Consumer’s acceptance of the Service Provider’s offer.

“Electronic communications service” means a service normally provided for remuneration which consists wholly or mainly of the conveyance of signals by means of electronic communications networks, including the distribution and provision of subscription audiovisual services.

“ECA” means the Electronic Communications Act 2011

“ISP” means Internet Service Provider. A company (or companies) engaged in the business of providing Internet service to Consumers. An ISP is not the same as an Access Service Provider.

“Post-paid Service” means an Electronic Communications service provided to Consumers by a prior arrangement with a Service Provider. The Consumer is billed after the fact according to a flat rate or in accordance with usage usually at the end of each month.

“Pre-paid Service” means an Electronic Communications service provided to Consumers by Service Providers on the basis of advance payment where the Consumer may (a) terminate the contract without prior notice and (b) such termination will not incur penalty fees.

“RA” means the Regulatory Authority of Bermuda

“RAA” means the Regulatory Authority Act 2011

“Service Provider” means an Integrated Communications Operations Licence (ICOL) holder or a Communications Operations Licence (COL ) holder as defined by the ECA who is or intends to be in the business of providing Electronic Communications Services as defined by the ECA.

## 2. Introduction

2.1 There are two main parts to this Consultation;

- **Part I** deals mainly with Proposed Decisions relating to Contracts between Consumers and Service Providers. The decisions proposed within Part I are designed to build upon the minimum standards for a consumer contract currently set out in the Integrated Communications Operations Licences (ICOL) held by Service Providers.
- **Part II** seeks to address the top concerns raised by Consumers with the RA during the RA's first year in operation.

2.2 The purpose of this consultation is to solicit public feedback on a proposed a set of standards for the provision of Electronic Communications services (specifically fixed telephone, mobile telephone, internet, long distance and pay television) to the Bermuda public. This consultation will be the first in a series of consultations on the issue of Consumer Rights with the ultimate goal being a comprehensive **Consumer Rights Code of Practice** that provides a stable and clear basis for the manner in which Service Providers engage in consumer and marketing practices.

## 3. Scope of this Consultation

3.1 Unless stated otherwise, the Proposed Decisions contained within this Order are made with a view to applying them to any Electronic Communications service offered to the general public on a private residential basis for a fee. The RA notes that some small businesses subscribe to Electronic Communications services on a residential basis. For the avoidance of doubt, the proposed decisions reached in this Consultation are also intended to apply to Contracts and services offered to businesses and people who contract under such circumstances.

## 4. Proposed Implementation Timetable

4.1 The RA proposes that all new Contracts offered by Service Providers be required to incorporate the Proposed Decisions within 6 months of the effective date of a General Determination on these matters and that all existing Contracts be amended insofar as is necessary to become compliant with any terms and conditions within 6 months thereafter. This means that all Contracts will be compliant within 12 months of the effective date of a General Determination in this matter.

## 5. Legal Basis

5.1 Section 26 of the ECA describes one of the functions of the Authority as “*governing the commercial and marketing practices of ICOL holders and any other types of communications providers specified by the Authority to protect the rights of customers, subscribers, users and Consumers...*”<sup>i</sup> Subsection 2 of that section empowers the RA to issue or approve codes of practice relating to such practices.

## **PART I: Consumer Contracts**

A Contract is an agreement, whether written, oral, partly written and partly oral or inferred by the circumstances, that sets out the terms and conditions upon which a Service Provider offers a specified Electronic Communications service(s) or product(s) and the Consumer’s acceptance of the Service Provider’s offer. Consumers, particularly in the Electronic Communications marketplace, often bind themselves to high value agreements spanning substantial periods of time with the stroke of a pen (or the click of a mouse) and sometimes with a simple oral agreement. The terms and conditions of those agreements are not always easily deciphered and readily apparent at the time the Consumer signs up for them.

The decisions proposed in this part of the consultation are designed to place Consumers in the best position to make informed decisions of their own free will concerning their Service Providers whilst still balancing the convenience offered by some Service Providers of Consumers being able to enter into a Contract for services in an efficient manner.

## **7. Availability of Contracts for Review**

7.1 The RA considers it of paramount importance to ensure that, when considering whether or not to enter into a Contract, Consumers are put in the position of having the sufficient information about the products and service(s) they are seeking as well as the terms and conditions under which they are being offered, so that they can make an informed decision before they enter into a Contract. .

7.2 Most often, Service Providers offer services based on two sets of terms and conditions both of which apply to an agreement between the Service Provider and the Consumer:

- a. The terms and conditions specific to the service being contracted for. For example, in the case of a mobile telephone services provider, there may be a set of terms and conditions specific to the voice and data plan being provided to the Consumer (the ‘Service Contract’).
- b. General terms and conditions applicable to all or some of the services provided by a Service Provider: These terms and conditions address issues that are not service specific but are terms which the Service Provider requires a Consumer agree to before providing service. For example, a usage policy that will dictate how a Service Provider will deal with a circumstance of an excessive usage of an unlimited service by a

Consumer might be found in these general terms and conditions and affect a Consumers rights under the Service Contract (General Terms and Conditions).

7.3 In order for consumers to be in a position to make an informed decision about the services they wish to contract, without feeling pressured into entering the contract, they should be able to view the Contracts at their leisure. Service Providers should make all documents that contain the terms and conditions of the services they offer available online and in their stores. For the avoidance of doubt, this includes General Terms and Conditions, Service Contracts and any contract for specific or limited time promotions.

## **Proposed Decision 1**

### **1) All terms and conditions applicable to both Service Contracts and General Terms and Conditions must;**

- a. Be readily available and clearly accessible from the website through which the Service Provider carries on business and/or provides the public with information;
- b. Be readily available for inspection and review at all retail outlets where the Service Provider's services and products are sold or where Consumers are able to deal with their ongoing account matters;
- c. Be available in a form that will enable Consumers to take away from the Service Provider's place of business or in a form that allows it to be printed from the Service Provider's website by the Consumer upon request; and
- d. Be made available to Consumers, in the manner set out above, free of charge.

### **Questions:**

- 1) Subject to the special provisions concerning Pre-Paid Contracts and Contracts for Add-On services (set out in **8.5** below), do you agree or disagree that contracts should be readily available to Consumers via retail store, online, or in printed form where a Consumer can take it home and read it before making a decision.
- 2) If you disagree with question 1 above, please state why.
- 3) What additional information should be made available to Consumers prior to entering into a Contract for services with a Service Provider?

## 8. Form and Formation of a Contract

8.1 The RA considers that all Contracts for services (subject to limited exceptions) must be written or in electronic form. Service Providers, therefore have two options for the conclusion of Contracts with Consumers;

- a. A written contract signed by the Consumer (Physical Contract); or
- b. An electronic Contract where the manifestation of a Consumer's acceptance of the terms of the agreement is clear and unequivocal (Electronic Contract).

8.2 Consumers should be provided Contracts written in plain language and that are easy for the average Consumer to understand.

8.3 If a Service Provider offers a Contract in both electronic and physical form, Consumers should be given the option to choose which of the two mediums they wish to conclude their Contract in. In the event no selection is made, it is proposed that Service Providers be required to issue a Physical Contract.

8.4 The signature on the Physical Contract must not be on a separate page from the terms of the Contract. The signature line on a Physical contract is required to provide notice to the Consumer that by providing their signature they are agreeing to all of the terms and conditions in the contract.

8.5 All general and terms and Conditions must be included in the Contract either as an annex or other appendix.

8.6 **Exceptions:** The following varieties of Contract are exempt from the requirements set out above (save for those at 8.2 above):

- a. **Pre-Paid Services:** The subscription and use of a pre-paid service where the Consumer may (a) terminate the contract without prior notice and (b) such termination will not incur penalty fees is sufficient proof of a Consumer's intention to enter into and accept the terms of the contract. Therefore, a physical signature will not be required in these circumstances.
- b. **Add-on Services:** A physical signature is not mandatory for the subscription of add-on services as well as upgrades/downgrades to an existing contracted service provided that these changes to the service are not subject to a minimum contractual period and/or any early termination fee or other penalty.

The RA proposes to require a Service Provider who has acted on a request for an Add-on service to maintain a record of the Consumer's request as well as confirmation of the Consumer's acceptance of any new Contract and provide evidence of this to the Consumer and/or the RA upon request.

## **Proposed Decision 2**

- 1) In the case of Pre-paid Services as defined in this Consultation, the RA proposes that there be no requirement for a Physical Contract.**
- 2) In the case of Add-on Services, the RA proposes that there be no requirement for a Physical Contract. However, in these circumstances, Service Providers must keep a written record of the Consumer's request as well as confirmation of the Consumer's acceptance of the new terms and conditions, if any, and that the Consumer be offered the opportunity to be sent a copy of those new terms and conditions for their records.**
- 3) In the case of a Physical Contract**
  - a) A Contract shall only be valid when it is signed by the Consumer;**
  - b) The signature page of a Contract must not be on a page on its own;**
  - c) The signature line in a Contract must be preceded by a notice to the Consumer stating that by signing the Contract the Consumer is agreeing to all of the Terms and Conditions within and incorporated within the Contract.**
- 4) In the case of an Electronic Contract the conditions listed above shall apply in equal measure save for the following exceptions and modifications;**
  - a) A physical signature is not required in order for an electronic contract to be valid.**
  - b) Online applications for services must be followed up with written confirmation sent to the Consumer a copy of which must be held by the Service Provider.**
  - c) Before entering into a Contract on an electronic basis, the Consumer must be informed of, and be given the opportunity to review, the terms and conditions of the Contract.**

## **Questions**

- 1) Do you agree or disagree that contracts that are available in physical and electronic form make it easier to review at your own pace? Why or why not?**
- 2) In the case of an Electronic Contract how can Service Providers and Consumers be sure that a Consumer's agreement with the terms and conditions of that Contract is clear and unequivocal without the requirement of a signature?**

- 3) Do you think that Consumers should be encouraged to view the Terms and Conditions before agreeing to them?
- 4) Are there any Contract forms not mentioned above that you believe should be considered by this Consultation?

## **9. Presentation of Important Terms and Conditions- Contract Summary**

9.1 In order to ensure that the most important terms and conditions are drawn to the attention of the Consumer beforehand, the RA proposes to require those terms and Conditions to be presented in a summary document of no longer than one (1) page.

9.2 A Contract summary will allow Consumers to make reference to the most pertinent terms of their Contract quickly and easily without having read through an entire agreement. Requiring Service Providers to produce Contract Summaries will also have the added advantage of allowing Consumers a quick reference point for comparing services based on the main terms and conditions.

### **Proposed Decision 3**

- 1) **The RA proposes that any Contract that, together with annexes, is longer than two (2) pages must be accompanied by a one (1) page Contract Summary setting out the issues listed below.**
- 2) **The following terms and conditions must be provided in the Contract Summary;**
  - **A Description of the Service Provided;**
  - **The Price charged for the Service Provided;**
  - **The length of the Contract if any;**
  - **The length of Promotion if any; with promotional end date**
  - **The Commencement date of the Terms and Conditions;**
  - **The Termination Requirements of the Contract and end date;**
  - **Any Early Termination fees payable and how they are calculated;**  
**and**
  - **The frequency of billing and how to pay.**
  - **Any late payment fees, penalties or charges that may be payable**

## Questions

- 1) Do you agree or disagree that a carrier whose contract(s) for service(s) is longer than two pages should be required to provide Consumers with a Contract Summary?
- 2) Are there any other terms and conditions, not included in the proposed decision, which should be included in a Contract Summary?
- 3) Do you recommend any changes to the proposed decision? If so, please state these changes.

## 10. The Details of a Contract

10.1 On 25 April 2014, the RA issued a Fact Sheet setting out the minimum obligations for Contracts offered by Service Providers to Consumers <http://www.rab.bm/images/PDF/CPFactsheet-CarrierObligationsunderitsICOL-final.pdf>. In addition to the minimum contract terms set out in the fact sheet, there are other terms and conditions that are recommended to be included in order to ensure Consumers are adequately informed of their contractual rights and obligations.

10.2 Listed below is a list of key matters that the RA believes must be addressed in every Contract offered to Consumers by Service Providers. The specific manner in which these matters will be addressed in the Contract is (at this moment) strictly a matter for the Service Provider save that the terms must be clear and easy to understand. It is the hope of the RA that Service Providers will use this opportunity to review the manner in which these terms are offered to Consumers in an effort to create value to Consumers.

10.3 Offers of Pre-paid and Add-on Services are exempt from this additional requirement.

### Proposed Decision 4

- 1) **The RA proposes that the following standard terms must be included within the details of any Contract offered by Service Providers to Consumers**
  - **Commencement Date: A Contract should clearly state the date from which it will come into effect, and become binding on both parties.**
  - **Complaint Resolution Procedures: The Contract should also include a full complaint resolution procedure together with the relevant contact information of the staff members of the Service Provider responsible for dealing with Consumer complaints and/or disputes.**

- **Conditions Limiting access to and/or use of Services and Applications:** If a Service Provider has blocked certain content, services or applications from use on its network, this information must be drawn to the Consumer's attention in clear language.
- **Delivery, Installation and/or Activation:** All terms concerning these matters must be stated including any Consumer obligations and/or any minimum technical requirements to enable the Service to work.
- **Disconnection or Suspension of Service:** In addition to the requirement for holders of Integrated Communications Operating Licences ("ICOL's") to post information regarding disruption of service on a Service Provider's website, the Contract must clearly set out the circumstances upon which service may be disconnected or suspended as well as the amount of notice the Consumer is entitled to receive before disconnection or suspension.
- **Early Termination:** Where there is a possibility that either party can terminate the Contract before the end of the Minimum Contract period, the Service Provider must clearly state the circumstances under which this can occur as well as any consequences of those actions.
- **Early Termination Fees:** If the Service Provider will require the Consumer to pay a fee as a result of an early termination, the manner in which that fee will be calculated must be set out.
- **Equipment & warranties:** Service Providers must inform Consumers about the use of all equipment, including the warranties associated, as well as the responsibility of the Consumer for the relevant equipment.
- **Penalty Fees:** In the event the Service Provider seeks to impose a penalty fee, the basis upon which a fee can be charged and the amount(s) of any fee should be plainly stated within the terms of the Contract.
- **Prices, Tariffs and Charges:** Service Providers should state clearly all of the prices and charges applying to the provision of the specific service under Contract. This should also include any late payment fees and charges, overage rates, roaming charges, and other fees applicable.
- **Provision of Service:** Service Providers must set out a description of the specific service(s) being provided. There should also be a list of additional services. For example, in the mobile sector, a contract for mobile voice and data would include the ability to make and receive voice calls as well as the ability to access the Internet. Additional services would include text messaging, roaming etc.

For Service Providers offering Pay Television Services, a Contract must, in addition to setting out what channels the Consumer will be getting at the time of purchase as well as under what circumstances the channels could

change. If, for example a channel offering is scheduled to expire, Service Providers must give Consumers reasonable notice of this.

- **Reconnection:** Any charges or fees for reconnection must be stated in the Contract.
- **Renewal of Contract:** Service Providers must indicate how a Contract for Services can be renewed including any rights on the part of the Service Provider to modify the conditions of the Contract upon renewal.
- **Termination:** A Contract must clearly set out the grounds upon which either party can terminate it. The Contract must also set out the amount of notice, if any, required from either the Service Provider or the Consumer before a Contract can be terminated and the means by which that notice is required to be given.
- **Variation of Terms and Conditions:** Contracts must state the procedure required by either party before a Term or Condition of the Contract can be varied or altered in any way.

## Questions

- 1) Do you agree or disagree that the terms above should be included in all contracts?
- 2) What other items do you think should be covered which have not been included in the proposed decision?
- 3) Are there any items, which have been included in the proposed decision that you think are unnecessary? If so, which items and why?

## 11. Quality of Service

11.1 A large number of the complaints received by the RA from Consumers relate to the dissatisfaction of service levels provided by Service Providers. In large part, Consumers complain that they have not been receiving the level of service they have contracted and are paying for. In the coming months the RA intends to address some of the specific concerns raised by Consumers with respect to particular services.

11.2 For the purposes of this consultation, the RA wishes to deal with the issue of Quality of Service at a fundamental level. Consumers should know what they are contracting for. The most logical place for Service Providers to clearly and precisely explain to Consumers the quality of service they should expect to receive and should be entitled to expect is in the Contract it self. „

## Proposed Decision 5

1) The RA proposes that the following standard terms pertaining to quality of service also be offered to Consumers in their Contracts;

- **Availability and Up-time:** Service providers should also specify the minimum service availability or up time barring any unforeseeable circumstances resulting from events outside of the control of the Service Provider.
- **Speed:** In the case of Internet, Service Providers should tell Consumers the minimum guaranteed access speed (if any) that Consumers can expect to receive during the term of the Contract. In the event Service Providers are unable to guarantee a minimum speed, the Contract should clearly state this and give an explanation as to why this may be the case.
- **Installation:** All Service Providers should include a provision in their Contracts, which sets out the maximum time that an initial connection and disconnection from their network should take. This provision should make the Consumer aware of their right to end the Contract without penalty in the event services are not provisioned within the stated time frame.
- **Maintenance:** Service Providers ought to be required to provide a clear and written indication of the kinds of maintenance services it offers to Consumers and the prices of those services.
- **Repair:** Service Providers should provide the maximum repair time required to restore services following maintenance to the Service Providers network infrastructure and equipment and/or faults resulting from failures to the Service Provider's network infrastructure or equipment.

## Questions

- 1) Do you agree or disagree that Service Providers should have a minimum guarantee standard for services offered?
- 2) Do you agree that the matters listed above should be included in Contracts for Services?

## 12. Automatic Renewal

12.1 Consumers should have the right to control the length they remain bound to a term contract after expiration. Some Service Providers have long-term contracts, which, upon expiry, renew for a period of a year or more automatically. This has the effect of locking a Consumer into a new long-term Contract (often with a substantial early termination fee) without a renewed expression of consent to those terms.

12.2 The RA is concerned that such practices may harm competition and leave Consumers less protected. In the circumstances, the RA proposes that any term stipulating the automatic renewal of a contract must be limited to a renewal on a month-to-month basis with the same terms and conditions under the previously expired contract. This should remain in effect until such time as the Consumer indicates otherwise.

## **Proposed Decision 6**

**1) The RA proposes to determine that any term in a Contract providing for its automatic renewal must be limited to renewal on a month to month basis with the same terms and conditions under the previously expired long-term contract remaining in effect until such time as the Consumer indicates otherwise.**

## **Questions**

- 1) Do you agree or disagree that Service Providers should not renew a contract without your consent?
- 2) If you disagree with question 1 above, please state why.
- 3) After the expiration date, should contracts be automatically renewed on a month to month basis?
- 4) What changes, if any, do you suggest to the Proposed Decision and why?

## **Part II- Consumer Concerns**

The purpose of this section of the Consultation is to allow stakeholders the opportunity to consider whether or not they agree with the manner in which the RA intends to approach the issues most pressing to Consumers as reported to the RA.

## **13. Broadband Internet Quality of Service**

### **Service**

13.1 Consumers have reported to the RA that their complaints are passed between ISP and Access Provider with both laying the blame at the other's feet. The end result in some instances has been that the issue goes unresolved for longer than it should and the Consumer becomes frustrated with their Service Provider.

13.2 There are often legitimate reasons why ISP Providers and Access Providers sometimes refer complaints to each other for resolution. It is not always made clear to the Consumer beforehand where the responsibility of an Access Provider ends and where the responsibility of an ISP begins. For this reason a Consumer can be

left with the impression that their complaint is simply being passed from one Service Provider to another with neither making an effort to address their concern.

## **Broadband Speed**

13.3 The fact that a Consumer is not receiving the speed advertised is a major source of frustration. Service Providers often advertise Internet to Consumers on the basis of the speeds that can be achieved on their network measured in increments of Megabits Per Second (Mbps). Consumers generally know that the quicker an Internet speed, the faster they should be able to access and download content from the Internet. What they may not know, however, is that the internet speed they have signed up for may not always be readily achieved at all times. The reasons for the apparent disparity between advertised speeds and achievable speeds must be made clear to Consumers by Service Providers before the conclusion of a Contract.

## **Proposed Decision 7**

- 1) In light of the technical and (at times) complex challenges Service Providers operating in this area face in providing broadband service, the RA considers that the best approach would be to allow these Service Providers the opportunity to collaborate with the RA on this issue.
- 2) In an effort to deal with both of these Broadband Quality of Service issues the RA proposes to enter into a constructive dialogue with Internet Service Providers, Consumer Affairs and any other interested parties with a view to developing a solution that properly and reasonably benefits Consumers in the area of Responsiveness and Speed (as well as any other issues arising on Broadband Quality of Service). The key parameters in this discussion are proposed to be as follows;

## **Responsiveness**

- a) What information will Consumers be provided about the role of the ISP and the Access Provider in the Contract and/or generally by a Service Provider?
- b) How will referrals between ISP and Access Providers be tracked in order to ensure that the Consumer's concerns will be addressed in a timely manner by the appropriate party?

## **Speed**

- c) Information provided about the difference, if any, between the advertised access speed and the actual speed that can be consistently achieved on the network;
- d) What the acceptable standard of speed achieved below the speed advertised will be;
- e) What the consequences, if any, will be for a Service Provider that provides broadband service consistently below the acceptable standard of speed;

- f) How the speed achieved by the Consumer will be measured and recorded, by the Consumer and by the Service Provider;

## Questions

- 1) Do you agree with a collaborative approach to the broadband quality issues listed above between Consumers, Service Providers and the RA? Why or why not?
- 2) What other issues do you think should be discussed in the proposed Broadband Quality of Service discussion?
- 3) The RA proposes to commence discussions on this issue within 30 days after the conclusion of this Consultation (with a view to providing a final document within 90 days), is this an acceptable timeline?
- 4) What other timeline would you propose and why?

## 14. Unsolicited Telephone calls, Emails and SMS

14.1 Service Providers (particularly those offering mobile telephone services) use email and text messaging as a form of direct marketing. Consumers have the benefit of being kept informed of a Service Provider's latest offer, promotion or competition. Also, in the current competitive market, Consumers can be targeted by rival Service Providers offering promotions over the telephone through unsolicited sales calls. This too, can be a convenient way to find out what the market is currently offering and a quick way for a Consumer to enter into a great deal.

14.2 On the other hand, this sort of marketing can also be a nuisance to the Consumer. It can often times be inconvenient to receive calls, SMSs or emails from sources who you do not know, and from whom you have not sought information, or from whom you do not wish to receive information.

### Proposed Decision 8

- 1) The RA seeks to offer a balance in the following proposed solution on the issue of unsolicited marketing by way of telephone, email and SMS messages;
  - a) At the point of sign-up for a new or up-grade of service, Service Providers will be required to give Consumers the opportunity to "opt in" to any marketing initiatives that use email, mobile or fixed telephone numbers for the purposes of offering promotions, deals or any other information prior to entering an agreement.
  - b) Service Providers must provide Consumers with the opportunity to unsubscribe from phone calls, text messages and emails as well as to have their telephone

number (fixed or mobile) placed on a do not call register whenever they are contacted by any Service Provider for marketing purposes.

## Questions

- 1) Should Consumers be able to opt out of unsolicited communications from carriers that are not related to service information by signing an agreement?

## 15. Submission of Comments

The Consultation period will run from **9 May, 2014 to 13 June, 2014**, during which time the RA welcomes written comments on any of the issues raised in this consultation document.

Having analyzed and considered the views and comments received, the RA will publish its decision that will, inter alia, summarize the responses to the Consultation.

It is anticipated that the RA's final General Determination and any Order relating to this Consultation will be issued no later than **1 August, 2014**.

Comments will be made publically available by the RA on the RA website unless declared confidential. Respondents are therefore asked to separate out any confidential material into a clearly marked annexed and provide reasons why such information should be considered confidential in writing to the RA. For clarity, the names of private, individual respondents to the consultation will not be made public.

Responses to the consultation should be filed electronically in MS Word or Adobe Acrobat format. Parties filing comments should go the Regulatory Authority's website [www.rab.bm](http://www.rab.bm) and follow the link to the Consultations and Responses page and click on the "Click here to submit responses" icon which appears at the top of the page. Alternatively, Comments can be submitted via email to the address below. All comments should be clearly marked "**Responses to Consumer Rights Consultation 1 [number]**".

Parties will also be able to participate in the RA's Consumer Right's Survey which will allow Consumers to answer the questions set out in this Consultation (in truncated form) by visiting [link to constant contact etc. site]. The comments and responses to this survey will be taken into account by the RA when considering its final General Determination.

The Consumer and Carrier Relations Officer is the principal point of contact at the Regulatory Authority for interested persons during this consultation and may be contacted by email at [nsmith@rab.bm](mailto:nsmith@rab.bm) or by mail to:

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