



**Procedures for the Resolution of Disputes in  
the Telecommunications and Broadcasting  
Sectors of Trinidad and Tobago, 2022**

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# 1 Introduction

## 1.1 Rationale

Section 82 of the Telecommunications Act, Chap. 47:31 (the Act) requires that the Telecommunications Authority of Trinidad and Tobago (the Authority) establish a dispute resolution process, to be utilised in the event of a complaint or dispute arising between parties in respect of:

1. complaints by users, operators of telecommunications networks, providers of telecommunications and broadcasting services or other persons, arising out of the operation of a public telecommunications network, or the provision of a telecommunications or broadcasting service, in respect of rates, billings and services provided generally (section 18(1)(m) of the Act);
2. any dispute that may arise between concessionaires relating to any aspect of interconnection, including the failure to conclude an agreement made pursuant to section 25(2)(e) of the Act, or disputes as to price and any technical or other term and condition for any element of interconnection (section 25(2)(h) of the Act);
3. instances where a negotiated settlement, as required under section 26 of the Act, cannot be achieved; or
4. any matter that the Authority considers appropriate for dispute resolution.

In January 2006, the Authority published the *Procedures for the Resolution of Disputes in the Telecommunications and Broadcasting Sectors of Trinidad and Tobago* (the 2006 DRP), with the aim of settlement of disputes in conformance with section 82 of the Act. In 2010, the Authority amended the 2006 DRP and issued updated procedures (the 2010 DRP), to address gaps that were evident in the 2006 DRP. In 2021, having successfully completed a number of disputes, the Authority recognised that there was a need to correct anomalies, update and streamline the procedures, and give the appointed dispute resolution panel (the panel) more control over certain aspects of the proceedings.

This document, *Procedures for the Resolution of Disputes in the Telecommunications and Broadcasting Sectors of Trinidad and Tobago, 2022* (the 2022 DRP), therefore contemplates a dispute resolution procedure that:

1. provides for a clearer and more practical approach to the conduct of the proceedings;

2. elaborates on the role and functions of the dispute resolution panel;
3. corrects errors and anomalies in the procedures; and
4. simplifies the procedures and tightens the time frames.

Regardless of the approach adopted in resolving any dispute, the Authority seeks to ensure that key principles continue to feature in the dispute resolution procedures. These include:

1. a process that is conducted in an open, nondiscriminatory and unbiased manner;
2. an expeditious and cost-efficient process;
3. a dispute resolution panel that is independent, objective and suitably qualified;
4. a process that is funded by the parties; and
5. a process that is accessible to all relevant persons.

## 1.2 **Objective**

The Authority's objective is to provide a dispute resolution process that provides for an open, fair and transparent hearing to be conducted in an expeditious and cost-efficient manner.

## 1.3 **Scope**

The 2022 DRP addresses disputes regarding matters arising in relation to sections 18(1)(m), 25(2)(e), 25(2)(h) and 26 of the Act and any other matter that the Authority considers appropriate for dispute resolution.

Disputes arising out of complaints from users, pursuant to section 18(1) (m) of the Act, may follow a more simplified process to meet the requirements of the parties and the matter being disputed.

## 1.4 **Modifications to the Document**

The 2022 DRP will be reviewed periodically and revised as appropriate to meet evolving needs and changing circumstances that may arise in the sectors, address any changes in law and industry

best practices relating to dispute resolution and any variation in the Authority’s statutory functions and powers.

Whenever a change is made to this document, the change shall be reflected in the maintenance history at the beginning of the document.

## 2 Definitions

In this document, the following words shall have the meanings given:

<b>Complainant</b>	The party who has submitted a complaint to the Authority
<b>Complaint</b>	The statement setting out the complainant’s case
<b>Decision</b>	Any decision or any order of the dispute resolution panel
<b>Dispute</b>	Any disagreement or unresolved matter between two or more parties, where one party is aggrieved by the other party and the parties have failed to reach a resolution after a good faith effort has been made to resolve the matter in contention
<b>Notice of Dispute</b>	The notice issued by the Authority confirming its decision to commence dispute resolution proceedings
<b>Party</b>	Any entity (including a user, licensee or concessionaire) to a dispute who may be identified as the complainant, respondent or otherwise
<b>Respondent</b>	An entity (including a user, licensee or concessionaire) who is identified by the Complainant as the opposing party in the dispute
<b>Response</b>	The Respondent’s statement in answer to the complaint

## 3 Negotiation in Good Faith

- 3.1 Parties shall at all times negotiate in good faith to arrive at a resolution of any conflict or disagreement before referring the matter to the Authority as a dispute.

- 3.2 Parties shall demonstrate that good faith efforts were undertaken to resolve the matter when referring the dispute to the Authority.

## **4 Referral of a Matter as a Dispute**

- 4.1 A conflict or disagreement may be referred to the Authority for resolution as a dispute by one party or by more than one party jointly.

## **5 Complaint**

- 5.1 A conflict or disagreement may be referred to the Authority as a dispute through the filing of a complaint (see Form A) with the Authority. The complaint must contain at a minimum the following:

1. The names of the parties to the dispute and contact details of each;
2. The details of the dispute;
3. The details of efforts to resolve the dispute;
4. References to any law, regulation or regulatory instrument upon which the complainant intends to rely;
5. Documents or materials supporting the complaint, e.g., correspondence, technical documents, contracts and bills; and
6. The proposed remedy or relief being sought.

- 5.2 A party referring a dispute to the Authority shall serve the complaint at the registered address of the Authority and electronically via email at [CEO@tatt.org.tt](mailto:CEO@tatt.org.tt).

- 5.3 The complaint shall be filed with the Authority no later than 60 days after the failure of the parties to resolve the matter in dispute, e.g., from the date of the breakdown in negotiations. Disputes filed outside of this time frame may not be accepted by the Authority.

## **6 Confirmation of a Dispute**

- 6.1 The Authority may, within 14 days of receipt of the complaint, take the following actions that it deems appropriate:
1. Determine whether the matter meets the criteria to be a dispute, in accordance with the Act and these procedures;
  2. Request further information from the complainant to determine whether a dispute resolution can be commenced;
  3. Request information from the parties affected by the dispute;
  4. Direct the parties to continue or to commence good faith efforts to resolve the dispute;
  5. Decline to hear the dispute, based on reasons set out in the Act or the procedures;
  6. Recommend an alternative form of resolution of the dispute, including acting as mediator of the dispute;
  7. Confirm the matter as a dispute and refer it to the dispute resolution panel; or
  8. Take such other action as it considers appropriate in the circumstances.
- 6.2 Where the Authority decides to confirm a matter as a dispute, it shall issue a notice of dispute to the complainant.
- 6.3 The notice of dispute shall contain the Authority's unique reference number assigned to the dispute.
- 6.4 The complainant shall serve a copy of the complaint and the notice of dispute on the respondent(s). The complainant shall provide to the Authority proof of service of the complaint and the notice of dispute on the respondent and other parties.
- 6.5 For disputes by users pursuant to section 18(1) (m) of the Act, the Authority shall issue and serve the notice of dispute together with the complaint on the respondent.

## **7 Response**

- 7.1 The respondent shall, within 14 days of the receipt of the complaint, file and serve its response (see Form B) on the Authority and the complainant.
- 7.2 The response shall contain at a minimum:
1. the respondent's position regarding the dispute;
  2. references to any law, regulation or regulatory instrument upon which the respondent intends to rely; and
  3. relevant documentation or materials supporting its response, e.g., correspondence, technical documents, contracts and bills.
- 7.3 The respondent shall serve its response on the Authority and on the complainant on the same day.

## **8 Appointment of the Dispute Resolution Panel**

- 8.1 The Authority shall establish a dispute resolution panel to hear and determine the dispute.
- 8.2 The panel shall be responsible for the conduct and resolution of the dispute, in accordance with these procedures.
- 8.3 The panel shall be comprised of either one or more members. Where more than one member is appointed, the Authority shall appoint a member of the panel as its chairman.
- 8.4 Employees of the Authority, including members of the Board, may also be appointed as members of the panel.
- 8.5 In appointing the panel, the Authority shall ensure the qualifications, training and experience of each member of the panel are relevant to the dispute.
- 8.6 The Authority shall provide to a party, upon request, information regarding the qualifications and experience of any or all members of the panel.
- 8.7 A party may make representations to the Authority as to why a person should not be appointed as a member of the panel.

- 8.8 The Authority may allow parties to nominate a person to serve as a member on the panel. The appointment of any such member(s) to the panel would be by agreement of the other party(ies).
- 8.9 Each member of the panel shall, upon appointment, sign a statement of independence and shall disclose to the Authority any facts or circumstances which are of such nature as to call into question his or her independence. A member of the panel shall also immediately disclose to the Authority and to the parties any fact or circumstance of such nature which may be, or arise to be, a conflict of interest during the proceedings
- 8.10 Where a conflict of interest arises, or where a member of the panel is no longer able to act, the Authority shall be entitled, upon consultation with the parties, to appoint a replacement member or, where the circumstances permit, decide that the proceedings can continue without a replacement member.
- 8.11 The Authority reserves the right to ultimately determine the composition of the panel.
- 8.12 Where the member of a one-member panel is no longer able to act, Authority shall be entitled, upon consultation with the parties, to decide to hear the matter from the beginning, or take such other action as may be appropriate in the circumstances.
- 8.13 The panel shall, at all material times, act and be guided by the principles of natural justice, objectivity, fairness, transparency and non-discrimination and give equal consideration to the rights and obligations of each party and the circumstances surrounding the dispute.
- 8.14 The Authority shall appoint a secretary to the panel who will assist the panel, to perform such duties and functions as the panel directs.
- 8.15 The Authority shall appoint the panel within 14 days from the date of the service of the response.

## **9 Notice of Hearing**

- 9.1 The Authority or the panel shall issue the notice of hearing to the parties within 14 days of the appointment of the panel.
- 9.2 The notice of hearing will include the proposed date and time of the first hearing of the panel and any other matter relevant to the proceedings.

## **10 General Conditions for the Dispute Resolution Proceedings**

- 10.1 All matters, documents or other information disclosed during, or in connection with, a dispute shall be held as confidential by the parties.
- 10.2 Any document or information submitted to the Authority by a party must be made available to the other party at the time that it is submitted to the Authority.
- 10.3 The proceedings shall take place at such location as the Authority considers appropriate, having regard to the views of parties and the nature of the dispute. The proceedings may also be held virtually via electronic means.
- 10.4 The parties shall provide proof of service to the Authority or panel, as the case may be, of any document served on the other party or parties. The Authority or panel shall not consider a document until it has been duly served on the other party or parties.
- 10.5 The service of documents may be effected via electronic means of communication if permitted by the Authority or panel.
- 10.6 The proceedings shall be conducted in the English language.

## **11 Jurisdiction of the Dispute Resolution Panel**

- 11.1 The panel shall have the authority to:
  1. give directions and set rules for the general conduct of the proceedings.
  2. consider any matter related to the dispute that it considers appropriate.
  3. receive evidence and submissions from the parties or from any relevant source as required.
  4. solicit scientific, technical or legal opinions from experts or legal counsel.
  5. extend the time for doing any act as required or as requested by a party.
  6. make decisions as required.

7. do all such things as are necessary for the general conduct of the matter.
- 11.2 The panel shall complete the proceedings as expeditiously as is possible, having regard to the need to ensure that the parties are afforded adequate opportunity to present their case in a fair, objective and non-discriminatory manner.
- 11.3 Subject to any applicable law, the panel shall have jurisdiction to determine any and all matters pertaining to the dispute.
- 11.4 Subject to any applicable law, the panel shall have the power to make interim or conservatory orders as it deems appropriate in the circumstances and shall give reasons for the making of any such order which shall be binding on the parties.
- 11.5 The panel shall, based on representations of the parties or any entity, determine whether any or all hearings of the proceedings or documents should be public.

## **12 Decision Making**

- 12.1 All decisions of the panel shall be made by a majority of the members of the panel.
- 12.2 The decision of the panel must be signed by the members of the panel.
- 12.3 The panel may render its decision orally at a hearing called for that purpose, with no less than three days' notice being given to the parties.
- 12.4 The panel shall render its formal, written decision within one month from the date of giving its oral decision to the parties.
- 12.5 The panel shall, in its decision, provide clear findings, with reasons for any conclusions reached therein.
- 12.6 The decisions of the panel shall be binding on the parties.
- 12.7 Decisions of the panel shall take effect as expressly stated in the decision.
- 12.8 The panel may, as part of the decision or otherwise at its discretion, recommend that the Authority take action on any matter or on any party. The Authority is also entitled to take such action as may be appropriate in consideration of the decision.

- 12.9 In the event that the parties should arrive at a settlement during the proceedings, the settlement may, upon application by the parties to the panel, and at the sole discretion of the panel, constitute the decision.
- 12.10 A complainant may, upon application to the panel, withdraw its complaint at any time during the proceedings.
- 12.11 Any clerical, computational or typographical error, or any other error of a similar nature, contained in the written decision may be corrected by the panel, either:
1. on its own initiative within 28 days of the date of the written decision; or
  2. upon request by any party within 14 days of the date of the written decision.
- 12.12 A party may, within 14 days of the written decision, request that the panel provide clarification on the decision.
- 12.13 If the panel decides to correct or clarify its decision, it shall submit its correction or clarification to the parties no later than 21 days from the date of the request.
- 12.14 Any correction or interpretation of the decision by the panel may take the form of an addendum and shall constitute part of the decision.
- 12.15 The decision of the panel shall be published by the Authority in such manner as it deems appropriate.
- 12.16 A party can request that the decision of the panel be reconsidered by the Authority, in accordance with section 83 of the Act. Such a request must be submitted in writing to the Authority within 14 days of the decision of the panel.

## **13 Costs of the Dispute Resolution Proceedings**

- 13.1 The costs of the dispute resolution proceedings (the costs) include the fees and expenses of the panel, any experts or legal counsel appointed to assist the panel and the administrative expenses of holding and conducting the dispute.
- 13.2 The parties to the dispute shall bear the costs of the dispute equally or as otherwise determined by the panel or Authority.

- 13.3 Each party shall be responsible for the costs of their respective experts, legal counsel and other costs or fees incurred in preparing for and appearing at the dispute.
- 13.4 The Authority shall submit to the parties the estimated costs of the dispute to be paid to the Authority in such parts by the parties before commencement of the proceedings or at such time as determined by the Authority.
- 13.5 In the event that a party should fail to make the payments to the costs, as required by the Authority, the Authority may take such steps to ensure that the proceedings continue and may take such action against the defaulting party, as the Authority considers appropriate under the circumstances.
- 13.6 In the event that the complainant defaults in paying the required costs towards the dispute, the respondent may request that the Authority or the panel suspend or terminate the proceedings.
- 13.7 The Authority may impose a penalty on a party for the referral of a frivolous dispute to the Authority.



**1. Details of Complainant**

Name of complainant:

Address (including postal address):

Contact person for dispute:

Name:

Position:

Telephone:

Facsimile:

Email:

**2. Details of Respondent**

Name:

Address (including postal address):

Contact person for dispute:

Name:

Position:

Telephone:

Facsimile:

Email:

**3. Request for Determination of Dispute:**

I/We, the above-named complainant/s, having made good faith efforts to resolve the following dispute with the above-named respondent, and having failed to resolve the dispute, now request that the Telecommunications Authority of Trinidad and Tobago determine the dispute. (Continue this information on a separate page if necessary).


#### 4. Details of Dispute

Please supply the details of your dispute e.g., what it relates to, when it occurred and what steps you have taken to attempt to resolve the matter with the respondent. You may attach a copy of relevant documentation to this application, e.g., letters and contracts. (Continue this information on a separate page if necessary).


#### 5. Interested Parties

Are there any other person(s) or organisation(s) that may be directly affected by, or have a sufficiently close interest in, the outcome of this dispute? If so, please insert their contact details. (Continue this information on a separate page if necessary.)

Name:

Address (including postal address):

Telephone:

Facsimile:

Email:

Reason such person(s) may be affected or have sufficient interest:

#### 6. Impact of Dispute

Please detail what impact this dispute is having or is likely to have if unresolved. (Continue this information on a separate page if necessary).



**7. Remedy or Relief Requested**

Please specify what remedy or relief you seek. (Continue this information on a separate page if necessary).


**8. Signature of Complainant**

By signing this complaint on behalf of the complainant, I agree that I am duly authorised to commence this dispute and to sign on behalf of the complainant and I agree to be bound by the decision of the Authority/dispute resolution panel.

Signed:

Name:

Position:

Company Stamp:

Date:

## IMPORTANT INSTRUCTIONS FOR FILING A COMPLAINT

To file this complaint, you must:

- (a) complete and sign Form (A).
- (b) attach a copy of any relevant correspondence, information, documents and exhibits and submit all of the foregoing to the addressee below:

Chief Executive Officer  
Telecommunications Authority of Trinidad and Tobago  
5, Eighth Avenue Extension, off Twelfth Street,  
Barataria  
Trinidad and Tobago  
Email: [CEO@tatt.org.tt](mailto:CEO@tatt.org.tt)

**Failure to adhere to the provisions and time frame herein may result in your complaint not being considered.**



**1. Parties**

Name of complainant:

Name of respondent:

**2. Response to Complaint**

I/We, the above-named Respondent/s, acknowledge that I/we have received a complaint dated ..... and accompanying documents.

As the respondent in this dispute, I/we say that: [Please tick the appropriate box(es)]:

I/We admit/deny [strike out whichever does not apply] the dispute as stated in the complaint.

I/We accept/do not accept [strike out whichever does not apply] the remedy/relief sought by the complainant. See our reasons specified in 3.

I/We respond to the matters stated in the dispute as set out below.

**3. Response to Details of the Dispute**

In response to the Complainant’s allegations and the proposed remedy contained in the complaint, I/we state the following:


(Please continue on a separate page if necessary.)

#### 4. Signature of Respondent

By signing this response, I agree that I am duly authorised to sign on behalf of the Respondent and I agree to be bound by the decision of the Authority/dispute resolution panel.

Signed:

Name:

Position:

Company Stamp:

Date:

#### **IMPORTANT INSTRUCTIONS FOR SUBMITTING A RESPONSE**

The Respondent must complete and sign this form and send it with a copy of all documentation relevant to your response within 14 working days of the date of receiving the notice of dispute and the complaint to:

Chief Executive Officer  
Telecommunications Authority of Trinidad and Tobago  
5, Eighth Avenue Extension, off Twelfth Street,  
Barataria  
Trinidad and Tobago  
Email: [CEO@tatt.org.tt](mailto:CEO@tatt.org.tt)

**AND**

The Complainant  
(Address/email)

**Failure to adhere to the provisions and time frame herein may result in your response not being considered.**