



DIGICEL (PNG) LIMITED

**Submission to the National Information and Communications
Technology Authority**

Public Consultation on

Draft Consumer Protection Rule (Amendment) 2025

2ND CONSULTATION PAPER

12 December 2025

**This submission is provided to NICTA for the purpose of the current consultation
only and may not be used for any other purpose**

Introduction

1. Digicel (PNG) Limited (“Digicel PNG”) welcomes this opportunity to share its comments and views on the National Information and Communications Technology Authority (“NICTA”) Consultation Paper titled *Draft Consumer Protection Rule (Amendment) 2025 2nd Consultation Paper* (“2nd Consultation Paper”) issued on 31 October 2025 and the accompanying *Draft Consumer Protection (Amendment) Rule 2025 Outline (Annotated) (Revised April 2025)* (“Revised Draft Rule”).
2. The dates referred to above are important. That is because the Revised Draft Rule appears to pre-date NICTA’s *Draft Consumer Protection (Amendment) Rule 2024 Outline (Annotated)* (“Initial Draft Rule”) that was released on 16 May 2025 and first round of Consultation that then occurred between 16 May 2025 and 11 July 2025.
3. If so it would mean that the Revised Draft Rule did not take into account the submissions from interested parties that were made as part of the first round of consultation and did not fully reflect the comments that NICTA made in the *Consumer Protection Rule (Amendment) 2025 Response to Comments from Public Consultation* that NICTA issued on 27th October 2025.
4. In any case, the Revised Draft Rule represents a substantial departure from the Initial Draft Rule and, for that reason, Digicel PNG is treating it as a wholly new document for the purposes of this submission.
5. The provisions of the Revised Draft Rule need to balance the interests of Consumers and Licensees and not create an undue financial and administrative burden. This is particularly important in a context where Digicel PNG already provides a wealth of information to Consumers and operates sophisticated and well-developed Consumer care and management systems, including self-help via the Digicel PNG website, through direct contact with its Consumer care teams and through USSD codes and the MyDigicel App.
6. Unfortunately, in our respectful submission, parts of the Revised Draft go beyond what is reasonable or necessary and represent a departure from what the NICT Act contemplates what a Consumer protection rule might cover.
7. We believe that the scope of the Draft Rule should be focused on specific, measurable requirements that achieve the intended purpose of the Rule (being the protection of the reasonable interests of Consumers of ICT Services), and to use other mechanisms, such as the development of an industry standard, to encourage, facilitate and promote industry self-regulation in the ICT industry. In our view this would also avoid the potential for

regulatory overreach and the imposition of regulatory measures that are disproportionate or deliver results that are more burdensome than necessary to achieve their stated regulatory objectives.

8. Such an approach would be consistent with the objectives of the NICT Act and its regulatory principles and the express expectation in Section 223 of the NICT Act that Consumer protection would be the subject of a registered industry code.
9. In the balance of this submission we set out our views on what we consider to be the key issues surrounding the Revised Draft Rule and respond to each of the questions raised in the Consultation Paper. In doing so, we continue to rely on the submissions made previously by Digicel PNG in relation to NICTA's Consultation Paper titled *Consumer Protection Rule (Amendment)* issued on 16 May 2025 and the accompanying Initial Draft Rule. We respectfully consider that such an approach is appropriate given that our prior submissions do not appear to have been taken into account when the Revised Draft Rule was prepared.
10. We have also included, as an annex to this submission, specific comments on the provisions of the Revised Draft Rule.
11. While the comments that we have made are extensive, we believe they are necessary to both improve clarity of the Revised Draft Rule's provisions and to ensure it is clear, workable and consistent with the requirements of the NICT Act, including with the powers granted to NICTA under the NICT Act.
12. We look forward to continuing to work with NICTA as the consultation progresses and welcome the opportunity to comment on the submissions made by other stakeholders.

Preliminary Issues

13. Digicel PNG is concerned that, in some instances, the measures proposed in the 2nd Consultation Paper and the Revised Draft Rule seek to create obligations and impose remedies that are beyond what is contemplated by the provisions of the NICT Act.
14. For example, Section 2 of the 2nd Consultation Paper sets out NICTA's views of its "*Rule Making Powers*" and "*Consumer Protection Obligations in the Act*". However, the Sections of the NICT Act that are cited by NICTA do not reflect the interpretations included in the 2nd Consultation Paper.
15. Those differences are illustrated in the table below, which compares the statements included in Section 2 of the 2nd Consultation Paper and the actual wording of the NICT Act.

NICT Act Section Reference	NICT Act wording	2 nd Consultation Paper ¹
s.218	<p>(1) <i>NICTA may rules and guidelines, not inconsistent with this Act –</i></p> <p style="margin-left: 2em;">(a) <i>as provided elsewhere in this Act; and</i></p> <p style="margin-left: 2em;">(b) <i>otherwise relating to the conduct, operations or regulation of an ICT licensee.</i></p> <p>(2) <i>NICTA may vary or revoke a rule or guideline made under Subsection (1).</i></p>	<p><i>Under Section 218 of the Act, NICTA has the authority to make rules, consistent with the Act, relating to:</i></p> <ul style="list-style-type: none">• <i>the protection of consumers of ICT services.</i>• <i>the provision of information by licensees to consumers.</i>• <i>the terms and conditions of ICT service provision; and</i>• <i>mechanisms for handling consumer complaints and dispute resolution.</i> <p><i>Once made, these rules have the effect of law and are binding on all licensees operating in Papua New Guinea.</i></p>
s.2(d)	<i>promoting and maintaining fair and efficient market conduct and effective competition between persons engaged in commercial activities connected</i>	<i>prohibits misleading and deceptive conduct in the supply of ICT services</i>

¹ See 2nd Consultation Paper at page 3

	<i>with the ICT industry in Papua New Guinea, including by assisting the ICCC to achieve this</i>	
s.9(l)	<i>to make available to the public general information in relation to matters affecting the interests of retail customers of ICT services</i>	<i>requires licensees to provide clear and accurate information about prices, terms, and conditions</i>
s.9(f)	<i>to develop and monitor a system for reviewing and responding to complaints by retail customers in relation to ICT services</i>	<i>establishes obligations to handle complaints efficiently and fairly</i>
s.9(k)	<i>to conduct research in relation to matters affecting the interests of consumers of ICT services</i>	<i>empowers NICTA to intervene where consumer interests are adversely affected</i>

16. It is also important to note that the above provisions contained in Section 9 of the NICT Act are expressly described as being “*the functions of NICTA*” and do not, in and of themselves, impose any specific obligations on Licensees.
17. In our submission, such instances of “regulatory creep” or overreach should be removed from the Draft Rule so that the reasonable and legitimate rights of Licensees are preserved.
18. In particular, Digicel PNG is concerned that NICTA has sought to assume powers of retail price control that it does not actually have. In our submission, for NICTA to do so would be *ultra vires*. That is because the only source of retail price control power available under the NICT Act is through the application of the provisions of Part VII which provide only very limited and specific circumstances in which a Retail Service Determination may be made, none of which apply in the context of the Revised Draft Rule.
19. Unless the thresholds in that Part of the NICT Act are reached we would expect market forces to be the key drivers of retail prices.
20. We also note that, in some instances, the 2nd Consultation Paper and the Revised Draft Rule seek to cover issues that are not strictly related to Consumer protection, and which would benefit from consideration in a wider context. This is particularly the case in respect of issues including:
 - protection from abuse;
 - data protection and privacy;
 - artificial Intelligence; and
 - whistleblowing.

21. While Digicel PNG acknowledges the importance of such issues, we submit that they should be dealt with as separate matters and involve other relevant considerations and interested parties.
22. Similarly, we believe that issues around access to services for people with disabilities and other vulnerable Consumers would generally be better addressed through the Universal Access and Service (“UAS”) framework under the NICT Act. In our view such issues fall squarely within the objective of the of the UAS Fund, which is specified in section 90(1) of the NICT Act as follows:

“The objective of the Universal Access and Service Fund is to promote the long-term economic and social development of Papua New Guinea by funding approved UAS Projects that will encourage the development of ICT infrastructure and improve the availability of ICT services within Papua New Guinea, including in rural communities.”
23. In our view, using the UAS Fund and its supporting mechanisms to support people with disabilities and other vulnerable Consumers is likely to be more effective than seeking to impose obligations on Licensees through the Revised Draft Rule.
24. As we have stated in our previous submissions, it is imperative that its provisions are clear and unambiguous and that key terms and concepts that are relied upon are properly defined.
25. Digicel PNG has therefore proposed definitions for key terms that are used in the Revised Draft Rule. In doing so we have sought to ensure that the terminology used is consistent with international practice and appropriate in the context of the current stage of development of the Papua New Guinea telecommunications market.
26. Finally, we note that the Revised Draft Rule, as currently drafted requires further work to ensure that it is internally consistent and instances of drafting anomalies are resolved. We have made a number of specific detail recommendations in that regard.

Responses to NICTA Questions and Proposals

Part 2 – Consumer Rights and Licensee Obligations

Are the requirements for informational provision and Critical Information Summaries (CIS) practical and sufficient to ensure consumers are well informed?

27. Digicel PNG supports the proposed requirement for Licensees to have a CIS for each of its Tariff Plans, as we consider the CIS to be a useful tool for enabling Consumers to compare different Tariff Plans from a single Licensee, or to compare Tariff Plans between two or more Licensees.
28. However, a CIS cannot of itself ensure that Consumers are informed about ICT services more generally and should not be seen as a substitute for the provision of clear terms and conditions of service or as absolving Licensees (or NICTA) from the responsibility of engaging in overall Consumer awareness raising activities.
29. We have therefore proposed a number of detail changes to the CIS requirements to give additional clarity as to the form of the CIS and to ensure that a Licensee is not prevented from including other useful information for Consumers in their CIS documents.
30. For instance, we have proposed that a Licensee should be entitled to include additional relevant information beyond the minimum required under the Revised Draft Rule if it can do so within a defined page limit. Consistent with the approach taken in Australia, we have proposed that the size limit of a CIS is two A4 pages.

Do the proposed restrictions on misleading advertising and unauthorized service changes provide adequate consumer protection without creating unnecessary compliance burdens?

31. Digicel PNG supports the inclusion of provisions that prohibit misleading or deceptive advertising and prevent Licensees from engaging in inappropriate coercive or bait and switch conduct that would normally be prohibited in other jurisdictions.
32. However, we are concerned that the Revised Draft Rule expresses such measures in a number of different and potentially confusing ways, which is likely to result in compliance challenges.
33. We are also concerned that the Revised Draft Rule is unnecessarily restrictive with respect to the requirements proposed in relation to changes to terms of service for Consumers, particularly where such changes are actually beneficial for the Consumer.
34. For that reason, Digicel PNG proposes that some amendments are made to the Proposed

Draft Rule so that, consistent with the approach adopted in Australia, Licensees:

- may make beneficial or neutral changes without advance notice to Consumers; and
- in circumstances where a change is detrimental to a Consumer, by providing at least 30 days advice notice of that change to the affected Consumer. In cases where the change would have a more than minor detrimental impact on Consumers, the Consumer would have a right to terminate without penalty within that 30 day notice period.

35. Such an approach would ensure that Consumers are able to take advantage of beneficial changes to their service terms (such as reducing a price for a service, or increasing a data allowance) without delay while at the same time protecting them against unexpected detrimental changes.

Part 3 – Fair Pricing and Billing

Will the proposed spend-management tools and usage alerts effectively reduce “bill shock”?

36. Digicel PNG submits that the proposed provisions relating to spend management tools go beyond what is reasonably necessary to protect Consumers against potential “bill shock”.
37. While spend management tools can be useful in that they can help Consumers to keep track of their usage, and thereby alter their user behaviour before incurring excess charges for data usage outside of bundled or included allowances, their efficacy relies on Consumers actually using them and then changing their behaviour based on the information conveyed to them in the tool.
38. Importantly, the use of such tools is ultimately in the hands of the Consumer. Licensees shouldn't be responsible for ensuring that the Consumers actually use the tools, or the decisions that a Consumer then makes. The Licensee's role should be to provide Consumers with information and the means of accessing information to enable the Consumer to make their own, informed decisions.
39. We also note that the provision of real time usage information can be particularly challenging and may not be possible in many cases. For that reason, there is also value in Consumers being educated in the use of functionality that exists on smart mobile handsets to help Consumers manage their usage of the device.
40. Such information is generally outside of the control of Licensees, as features and functions of the device are determined by the manufacturer of the device with the choice of device being made by the Consumer.

41. Given that, we believe that NICTA also has an important role to play in Consumer education about spend management and the tools that are already available to Consumers and can assist greatly by offering online “how to” guides with links to relevant device manufacturers’ user guides.
42. Such a role for NICTA is consistent with Section 9(l) of the NICT Act which provides that a function of NICTA is *“to make available to the public general information in relation to matters affecting the interests of retail customers of ICT services”*.

Is a phased implementation of itemized billing appropriate to balance consumer rights and operator costs?

43. Digicel PNG strongly supports a phased approach to the implementation of all of the measures contained in the Revised Draft Rule so that Licensees have a fair opportunity to adjust their processes and systems to be able to comply with any new requirements.
44. This is particularly important given that Licensees’ existing systems and processes are complex and have been developed over an extended period of time and that any changes are likely to be costly and time consuming and require the deployment of resources that may not always be readily available.
45. Care will also need to be taken to ensure that any changes do not have unintended consequences or result in instability or errors in existing systems.
46. For that reason, Digicel PNG considers that any mandated changes be subject to a minimum one year “grace period” to implement before any compliance action is considered by NICTA.
47. Having said that, we would note that itemised billing, which is the focus of this question, is only really relevant or useful in the context of Post-Paid Service plans, where a Consumer actually receives a bill.
48. Further, they are only especially relevant in instances where such bills include “pay as you go charges” for the use of that Post-Paid Service. In circumstances where a Consumer pays a single monthly charge for a plan with included calls, messages and/or data, then itemisation ceases to be useful, as for “in plan” usage there is no longer a cost attributable to particular instance of usage within the bundled or included allowances.

Part 4 – Contracts and Service Agreements

Are the 7-day cooling-off period and rules on contract renewal/termination fair and workable for both consumers and providers?

49. Digicel PNG submits that, as proposed, the 7-day cooling-off period would apply in

instances where it is not merited and would be inconsistent with international practice.

50. That is because, the Revised Draft Rule is currently drafted so that the provision would apply generally to phone and online sales, including in instances where:

- a Consumer, of their own volition, approached a Licensee to purchase a product or service; or
- a Consumer chose to visit the Licensee's website to purchase a product or service, again of their own volition.

51. Digicel PNG submits that the cooling off period should apply only in instances where the contract formed between the Consumer and the Licensee is an "unsolicited contract" – that is, in instances where the Licensee has made an unsolicited approach to the Consumer and made the sale without the Consumer having a fair opportunity to consider the consequences of their purchase decision. Examples of such unsolicited approaches include:

- a Licensee or their representative made an unsolicited visit to the house or business premises of the Consumer and concluding the sale during that visit; or
- a Licensee or their representative making an unsolicited phone call to the Consumer and concluding the sale during that phone call.

52. In our view, the cooling off period should not apply where the Consumer chooses to call the Licensee or their representative, or where the Consumer has requested or invited the Licensee or their representative to call or visit them for the purposes of making the sale to them.

Do the restrictions on unfair contract terms align with best practice and industry realities?

53. Digicel PNG considers that protection against unfair contract terms is important and that the proposed terms set an appropriate standard overall.

54. However, we are concerned that the provision of "examples" of unfair contract terms are not appropriate or helpful, as what is unfair will depend on the circumstances of a particular contract.

55. We have therefore proposed some changes to the Revised Draft Rule that we believe would improve it and would assist in its interpretation and application.

Part 5 – Mobile Data and Roaming

Are the requirements for roaming notifications and caps proportionate and feasible to implement?

56. Digicel PNG does not consider the proposed provisions relating to Roaming are either

appropriate or feasible to implement in their current form.

57. In our view the proposed provisions are excessive and seek to grant NICTA the ability to introduce retail price controls that are beyond NICTA's powers, and outside of the scope of the NICT Act insofar as it applies to retail price regulation.
58. Having said that, we agree that Consumers should be informed when they reach an overseas country and commence Roaming. Consistent with the approach taken in other jurisdictions, such notifications should be triggered when a Consumer first connects to a network overseas and include information to assist them to deactivate their Roaming service should they wish to do so.
59. Importantly, it is simply not possible for Licensees to know in advance when a Consumer is intending to travel overseas. The best that Licensees can do is to ensure that Consumers have available to them appropriate tools to assist them to manage their use of Roaming services when they choose to travel.
60. In any case, consistent with our comments above, Digicel PNG submits that it would be beyond power for NICTA to seek to require that Licensees offer particular tariff plans for Roaming, such as requiring that they offer caps, or bundled value or data, or otherwise set limits on the prices charged for Roaming.
61. As noted already in this submission, NICTA does not have the power granted to it under the NICT Act to regulate retail prices in the way it has proposed in the Revised Draft Rule.
62. Further, in our submission, the primary objective of the pricing-related provisions of the Rule is properly that of seeking to ensure that Licensees are transparent to Consumers as to their pricing. That is because Consumers can make free and informed decisions as to whether to use a Licensee's roaming service while overseas, or to avail themselves of other alternatives, such as connecting to available WiFi networks, or acquiring a mobile service with another operator, either in the country they are travelling into or with another Licensee in Papua New Guinea that offers roaming services at prices and terms that they regard as more suited to their needs.

<i>Will the proposed obligations on data usage transparency sufficiently empower consumers?</i>
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63. Digicel PNG agrees that data usage transparency is important so that Consumers are able to self-manage their services.
64. However, the provision of usage in real time by Licensees is unlikely to be feasible in the foreseeable future.

65. For that reason, we propose that, consistent with the approach adopted under the *Telecommunications Consumer Protections Code* ("TCP Code")², any requirement to provide usage information is based on a "near real time" standard. That is, no more than 48 hours out of date.
66. In our submission a "near real time" approach is also reasonable in circumstances where Consumers' devices are also able to provide real time usage information to Consumers, including helpful information on application usage, the kinds of activities that consume data and how much data they consume.
67. We also believe that NICTA has an education role to play in this case and well placed to provide Consumers with information and tips on how Consumers may manage service usage and costs.

Part 6 – Vulnerable Consumers

Are the proposed provisions for persons with disabilities, elderly consumers, and rural/low-income groups sufficient to ensure equitable access?

68. While the goals espoused in the Revised Draft Rule may be laudable, we don't agree with the approach that is proposed to be taken in the Revised Draft Rule, and the specific measures that have been proposed.
69. We are concerned about the way the Revised Draft Rule seeks to define a "vulnerable person" and consider the definition to be inappropriately broad.
70. We are also concerned that the proposed measures extend into retail price control and, if implemented, would require Licensees to make uneconomic decisions, and otherwise constrain what plans or products that may be offered. Further, as already noted in this submission, the provisions of the Revised Draft Rule that are, in effect, forms of retail price control also go beyond the powers granted to NICTA under the NICT Act.

What additional measures, if any, should be considered to protect vulnerable consumers?

71. We believe that issues around access to services for people with disabilities and other vulnerable Consumers would be better addressed through the UAS framework. In our view such issues fall squarely within the objectives of the UAS Fund which is specified in

² C628:2019 Telecommunications Consumer Protections (TCP) Code, which can be found at <https://www.acma.gov.au/register-telco-industry-codes-and-standards>. It should be noted that an updated version of the TCP Code is currently being considered for registration by the Australian Communication and Media Authority. However, the changes that have been made are not considered to be material in the context of the current Public Consultation.

section 90(1) of the NICT Act as follows:

"The objective of the Universal Access and Service Fund is to promote the long-term economic and social development of Papua New Guinea by funding approved UAS Projects that will encourage the development of ICT infrastructure and improve the availability of ICT services within Papua New Guinea, including in rural communities."

72. In our view, using the UAS Fund and its supporting mechanisms to support people with disabilities and other vulnerable Consumers is likely to be more effective than seeking to impose obligations on Licensees through the Draft Rule
73. NICTA and the UAS Board could consider whether money from the UAS Fund should be used to fund measures that it wished to put in place to provide services to Consumers with particular vulnerabilities, including Consumers living with a disability, Consumers experiencing financial hardship, and Consumers living in remote areas.
74. It is unreasonable to expect Licensees to be solely responsible for making services available to such Consumers, especially where to serve them effectively would require providers to make uneconomic plans, services and pricing available to them.

Part 7 – Quality of Service

Do the proposed minimum service standards reflect achievable and measurable benchmarks in PNG's ICT environment?

75. While quality of service ("QoS") standards are important, Digicel PNG does not consider the Revised Draft Rule to be an appropriate vehicle for imposing them.
76. This is especially the case when mandatory QoS standards already exist.

Is the proposed compensation framework for service failures fair and practical?

77. In our view it is important to differentiate between compensation and refunds.
78. While we agree that Consumers should be entitled to receive pro-rata refunds for protracted outages where they would otherwise be paying for a service that they do not receive, we disagree that mandating the provision of any additional compensation by NICTA is appropriate and would be disproportionate in the circumstances.
79. Even if compensation were to be warranted in a particular case, it is our view that such compensation is something that should only be determined by the Courts in accordance with the requirements of Part XIV of the NICT Act.

80. Therefore, Digicel PNG does not support the proposed measures as set out in the Revised Draft Rule relating to the imposition of a compensation framework and considers the powers sought by NICTA in this regard to be above and beyond those granted to NICTA under the NICT Act, and hence beyond powers.

Part 8 – Data Protection and Privacy

Are the obligations regarding data security, transparency, and breach notification adequate and enforceable?

81. Digicel PNG agrees that that privacy and data protection are important issues.

82. However, in our view, they go beyond what is appropriate for a Consumer Protection Rule, merit greater consideration and should be dealt with as a separate consultation and managed via a comprehensive privacy framework as is the case in other jurisdictions.

83. Insofar as the Revised Draft Rule is concerned, our view is that Licensees should be obliged to take reasonable steps to ensure the protection of the personal information of Consumers that the Licensee collects, stores, uses and discloses in the course of its business, including in the course of providing ICT Services to Consumers.

Do the provisions on AI transparency and fairness strike the right balance between innovation and consumer protection?

84. Digicel PNG submits that the Revised Draft Rule's provisions relating to the use of Artificial Intelligence ("AI") go beyond that which could reasonably be considered to be merited or appropriate in a Consumer Protection Rule.

85. In our view, it is premature for NICTA to seek to impose such technology-specific measures at this time. To do so is contrary to the fundamental principle of technology neutrality that is enshrined in the NICT Act.

86. In our submission, Licensees should have freedom to choose the tools – including the AI tools – that they use to manage their systems and processes, provided that the Licensee remains responsible for decisions, actions and outcomes that are arrived at by or through the use of such tools, systems and processes.

Part 9 – Scam and Abuse Protections

Will the proposed obligations on scam detection, blocking, and consumer awareness campaigns effectively reduce fraud and harassment?

87. While Licensees can give Consumers guidance on the steps that they can take to stay safe online, their ability to ensure that Consumers stay safe is increasingly limited, as the online threats grown in number and complexity, and as the threats are increasingly

originating via “over the top services” that are not provided or controlled by the Licensee.

88. In Digicel PNG’s submission, NICTA has a vital role to play in Consumer education and is best placed to coordinate and lead any activities to raise consumer awareness of online risks and how to manage them.
89. While it is unnecessary to spell out that role in the Revised Draft Rule, we suggest that NICTA should focus additional resources on this important issue.

Are the proposed codes of conduct for staff and agents sufficient to prevent coercive practices?

90. Digicel PNG notes that the Revised Draft Rule does not include any specific “code of conduct” for staff and agents.
91. Nevertheless, we generally support the principle that Licensees should be responsible for actions done in their name by their staff and representatives.
92. We further note that we have proposed some changes to the provisions in the Revised Draft Rule that relate to coercive sales practices, to improve the efficacy of those provisions.

Part 10 – Complaints and Dispute Resolution

Are the proposed timeframes for complaint handling reasonable and sufficient to ensure fairness?

93. While we have proposed a number of changes, Digicel PNG is generally supportive of the approach towards complaint handling, including the proposed timeframes that are set out in the Revised Draft Rule.

Do the escalation pathways to NICTA or independent arbitration provide adequate remedies for consumers?

94. While Digicel PNG accepts that NICTA itself has an important role to play in resolving escalated Consumer complaints, we disagree that it is appropriate for independent arbitration be used as an escalation mechanism.
95. That is because the costs and complexity of independent arbitration are significant and, in our view, would be disproportionate in all conceivable circumstances.
96. We also note that the NICT Act does not contemplate independent arbitration as a mechanism to be used for resolving Consumer complaints and, instead, assigns that role to NICTA.
97. Nevertheless, if NICTA considered that it did not have sufficient resources to deal with Consumer complaints or otherwise thought it prudent to do so, then it could consider

acquiring services from external consultants from time to time, to assist it with the efficient performance of its functions in accordance with the requirements of Section 22 of the NICT Act.

Part 11 – Compliance and Enforcement

Are the proposed monitoring, reporting, and penalty mechanisms effective in ensuring compliance?

98. In Digicel PNG's submission, the Revised Draft Rule would benefit from some additional specificity with respect to reporting timeframes.
99. Consistent with the approach adopted in Australia under the TCP Code, we propose an annual reporting regime, under which all Licensees report on their compliance with the rule as at a given date each year.
100. Such an approach would require Licensees to attest to whether they are fully compliant, partially compliant or non-compliant with the rule. In order to do so, they need to assess their own compliance, and either propose plans to remedy any non-compliance, or else take steps to ensure that they are in compliance and hence can submit a response indicating full compliance.
101. However, we don't support the introduction of penalty mechanisms as has been proposed in the Revised Draft Code as they appear to seek to grant powers to NICTA that are above and beyond those granted to NICTA under the NICT Act. In our view, any attempt by NICTA to impose penalties outside of the bounds of Part XIV of the NICT Act would be beyond powers.

What transitional arrangements would best support the industry in implementing the new Rule?

102. We propose that a default transition period of 12 months be adopted, with a longer period, if necessary, in circumstances where particular obligations represent a significant deviation from established market practice and will require significant work and/or will take time for effective Consumer adoption.
103. In our view such an approach should apply both for the introduction of this Rule, and in future if there are material changes to the Rule or material additional obligations added in subsequent rules or similar.
104. Consideration should also be given to instances where it is appropriate to grandfather arrangements already in place between Consumers and Licensees for the remaining life of those arrangements – notably in the context of long-term agreements entered into between Licensees and Consumers prior to the commencement of the Rule.

ENDS