



Guideline on Requirements for Contracts Between Telecommunications Service Providers and Internet Service Users

WATRA Working Group on Consumer
Access and Experience

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1 GENERAL CONDITIONS

1.1 Context

These guidelines aim to harmonize contractual practices between telecommunications service providers and consumers, particularly those using open mobile internet in West Africa. They strengthen the protection of user rights, ensure a better contractual balance, and reduce disputes related to adhesion contracts. The objective is to offer consumers greater flexibility and transparency while clarifying operators' obligations.

1.2 Terminology

In this document, unless otherwise specified, the following terms have the following meanings:

"Contract": an agreement of wills generating obligations. A fundamental legal instrument that creates legal bonds, allowing obligations to be created, modified, transferred, or extinguished.

"Internet": a set of interconnected global networks that allows computers and servers to communicate efficiently using a common communication protocol (CP).

"Commitment": duration or contractual condition that binds the consumer to the operator;

"Joint and several liability for debts": shared responsibility between several people for the same financial obligation;

"Portability": the possibility for the consumer to keep their telephone number when changing operators.

"GTI (Guaranteed Intervention Time)": maximum time for a reported problem to be addressed by the supplier;

"GTR (Guaranteed Time to Recovery)": maximum time to restore a service after an interruption;

"Working Hours (HO) and Non-Working Hours (HNO)": work and non-working periods used to calculate intervention times;

"IMS (Maximum Service Interruption)": maximum authorized duration of unavailability of a service;

"NRA": refers to the National Regulatory Authority;

"Withdrawal": the right for the user to withdraw from their commitment within a defined period.

1.3 Goals

These guidelines aim to:

- analyze the specific conditions applicable to contracts, in particular those of open mobile Internet;
- formulate recommendations to protect the consumer (user) better;
- to offer more flexibility to consumers;
- to ensure a better contractual balance in the context of an adhesion contract;
- Reduce the number of disputes and litigation between the operator and the customer.

1.4 Methodology

These guidelines on contracts between operators and users are based on best practices and experience accumulated by Member States and NRAs in managing electronic communications services. They are based on:

- the experiences and feedback from Member States regarding mobile and fixed Internet service contracts;
- practices within the NRAs regarding consumer protection and contractual transparency;
- the work of the WATRA working group on consumer access and experience;
- The reference meeting report: WATRA/WG/CAE/2024/003 _ Accra, Ghana, 21-24 July 2025.

These contributions have helped to identify harmonized approaches, effective tools, and innovative contractual mechanisms aimed at:

- strengthen user protection and rights;
- clarify the obligations of operators;
- to ensure transparency and flexibility of contracts;
- reduce disputes and disagreements related to Internet services.

1.5 Provisions

National Regulatory Authorities (NRAs) are tasked, in particular, with ensuring the application of legislation and regulations relating to the electronic communications and postal sectors. In this capacity, they may:

- analyze, on their own initiative or at the request of users, and where appropriate, demand the modification of unfair terms in contracts concluded with users or in agreements governing interconnection or access to operators' networks;
- to develop and, if necessary, revise the accounting requirements and pricing principles that operators and service providers must apply;
- etc.

2 Requirements of an Electronic Communication Service Contract

Every electronic communications service provider must provide its customers with a service contract detailing the main features of the subscribed service. This contract must, at a minimum, include the following elements:

- the description of the offer;
- the applicable price, and the billing frequency;
- information relating to the duration of the contract;
- the delivery time of the services;
- the minimum normally available and maximum download and upload speeds, if applicable;
- information relating to the renewal and termination of the contract and the associated fees;
- Information to contact the supplier in case of a complaint or need for assistance.

3 Amendment to the Contract Binding the Operator and the User

3.1 Case of the open mobile internet plan

1. Information and transparency about the service

Every electronic communications service provider must ensure that all information relating to the offer is available to the user, whether in person at a branch or on the website. They must also implement awareness campaigns adapted to different levels of understanding, particularly taking into account illiteracy. A transparency clause must be included in the contract to clarify termination fees, penalties, and security deposits.

2. User protection

The contract must protect users by explicitly stating the legal references concerning personal data. It must also include a liability clause covering network outages, billing errors, and any compensation payable to the user.

3. Billing

The operator must assume responsibility for billing and provide the user with all the necessary means to consult, verify, and control their billing.

4. Mobile connections

The contract must specify who is responsible for correctly configuring mobile connections, whether it be the operator or a subcontractor. The "monthly threshold" beyond which mobile connections are deactivated must be clearly defined and explained to the user so they can control it.

5. Contract duration

The current contract duration, often one year with automatic renewal, can be reduced to offer consumers greater flexibility. A period of between 3 months (minimum) and 6 months (maximum) is recommended, with the

possibility of termination without penalty after 2 to 3 months of continuous service interruption.

6. Commitment

The contractual commitment must not be an obstacle to number portability. The contract must include a clause allowing termination without penalty if the user requests number portability.

7. Joint and several liability

Joint liability for debts is considered overly restrictive and should be excluded from the contract to ease users' obligations.

4 Deadlines for Completion of Assistance Work

1- Support service standards

Every provider of electronic communications services must define precise support standards for each service type to ensure rapid and effective incident handling.

a) Guaranteed Response Time (GRT):

The GTI corresponds to the maximum time between the customer reporting an incident and the technician's intervention or the supplier's effective handling of the problem. (ARCEP/TOGO)

It does not guarantee immediate resolution, but assures that the incident will be dealt with quickly.

For critical services, this intervention is often carried out within a few hours.

b) Guaranteed Recovery Time (GRT):

The GTR defines the maximum time within which the provider must restore service after an interruption. It is essential to ensure service continuity and to distinguish between business hours (BH) and non-business hours (NBH).

- Common variations:

GTR 4h: restoration within 4 hours after incident detection.

GTR 8h: catering within 8 hours.

GTR J+1: restoration within 24 hours.

c - Maximum Service Interruption (MSI):

The IMS defines the maximum duration of service interruption within a given period (usually annual).

This indicator caps the acceptable amount of downtime for the user.

If this threshold is exceeded, penalties may be applied.

Example: A 48-hour IMS (Individual Management System) means that the service cannot be unavailable for more than 48 cumulative hours in a year. Beyond that, the provider must pay compensation to the customer.

2- Contract duration and termination conditions:

- Current duration: 1 year with tacit renewal.
- Proposals: reduce the duration to a period of between 3 months (minimum) and 6 months (maximum) for more flexibility, allow termination without charge after 2 to 3 months of continuous interruption of service, allow termination in case of number portability without penalty, simplify the contract termination procedure if the customer wishes and allow termination electronically to facilitate access for users.

5 Recommendations

- include a glossary of terms in the contract.
- raising awareness about offers and services.
- improve information on communication rates.
- offer quarterly, bi-annual, and annual packages.
- add a clause making available to the client, upon request, the details of their billing.
- inform and seek the customer's agreement before switching to a new offer.
- inform about the need to unsubscribe if a service is not used.
- add a clause related to the withdrawal period (14 days).
- determine the levels of quality of service (quality of service), Guaranteed Time to Intervention (GTI), Guaranteed Time to Recovery (GTR), and Maximum Service Interruption (IMS).
- mention the internet speeds (minimum/maximum).
- mention the activation deadlines.
- mention the support of the "24/7" Customer Service.
- mention the channels of contact (telephone, agency, digital).
- Please mention the deadlines for responses.

6 Revision

WATRA may periodically revise these guidelines to adapt to developments in the sector.

7 Annexes

Meeting minutes: Accra, Ghana, July 21-24, 2025

Reference: WATRA/WG/CAE/2025/003

