

MANUAL OF PRACTICE

A. NAME AND ADDRESS OF THE MSO:

Registered Office: -

MALANAD COMMUNICATIONS PVT. LTD

MAHAVEER PLAZA, MUTTIL P.O.

KALPETTA NORTH, WAYANAD, KERALA, INDIA

PIN-673 122

Ph: 04936- 205431. Email: malanadcommunications@gmail.com

HEAD END ADDRESS:

MAHAVEER PLAZA, MUTTIL P.O.

KALPETTA NORTH, WAYANAD, KERALA, INDIA

PIN- 673 122

Ph: 04936- 205431. Email: malanadcommunications@gmail.com

B. TERMS & CONDITIONS OF SERVICE OFFERED BY MALANAD COMMUNICATIONS PVT. LTD

Preamble:

These terms and conditions are to be read together with the Customer Application Form (CAF).

The terms defined below have the meanings ascribed to them wherever they appear in this Terms and Conditions and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same and vice versa.

Definitions:

1. **Addressable System** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels.
2. **Authority** means Telecom Regulatory Authority of India (TRAI) established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997).
3. **Authorized Officer** shall have the same meaning as given in clause (a) of section 2 of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995).
4. **Broadcaster** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.

5. **Basic Service Tier (BST)** means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscriber, for a single price to the subscribers of the area in which his cable television network is providing services.

6. **Cable Service** means the transmission by cables of program including retransmission by cables of any broadcast television signals.

7. **Cable Television Network** means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.

8. **Free to Air** channel or FTA channel means a channel for which no fee is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or in directly.

9. **Local Cable Operator** or **LCO PARTNER** means a person registered under rule 5 of the Cable Television Networks Rules, 1994.

10. **Multi-System Operator** or **MSO** means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.

11. **Pay Channel** means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers.

12. **Program** means any television broadcaster and includes

a. Exhibition of films, features, dramas, advertisements and serials;

b. Any audio or visual or audio-visual live program or presentation and the expression

“programming services” shall be construed accordingly.

13. **Service Provider** means the Government as Service Provider and includes a licensee as well as any broadcaster, multi system operator (MSO), local cable operator or distributor of television Channels.

14. **Set Top Box** or **STB** means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels.

15. **Subscriber** means a person who receives the signal of a Service Provider at a place indicated by him to the Service Provider without further transmitting it to any other person.

Terms of Provision of Service:

1. Malanad Communications Pvt. Ltd. shall be made available to the Subscriber with effect from the date of activation of the STB.

2. The Subscriber shall fill in the Customer Application Form (CAF) and its acknowledgement slip and submit the CAF to the Local Cable Operator (LCO PARTNER). The Subscriber shall ensure that the information stated in the CAF is complete and accurate in all respects and shall immediately notify Malanad Communications Pvt. Ltd. Or its LCO PARTNER of any change thereto.

3. Photo identification and address proof shall be submitted along with the CAF by the subscriber; else the CAF will be treated as incomplete or deficient. The LCO PARTNER shall return the acknowledgement slip of the CAF to the subscriber duly acknowledged.
4. The CAF contains a Unique Identification Number (“UIN”) which the subscriber shall remember and quote in all the communications to Malanad Communications Pvt. Ltd. whilst the application is under process.
5. Incomplete Customer Application form shall be rejected and the deficiencies shall be informed to the subscriber by the LCO PARTNER.
6. Subject to technical and operational feasibility at the location requested by the subscriber, Malanad Communications Pvt. Ltd. itself or through its LCO PARTNER, shall within two days of the receipt of your application (assuming that the CAF is correctly filled without any deficiencies and that you have made the necessary payments) have the connection set up in the subscriber’s premises.
7. A duplicate copy of the CAF will be issued to the subscriber as an acknowledgement copy. The CAF No. shall be quoted by the Subscriber in all future correspondence or follow ups.
8. In case of technical or operational non-feasibility at the location requested by the subscriber, Malanad Communications Pvt. Ltd. or its LCO PARTNER will inform the Subscriber about the same, within 7 days from the date of receipt of the CAF by Malanad Communications Pvt. Ltd. or LCO PARTNER, as the case maybe.
9. The subscriber shall have the option to select channel package or channels on an a-la-carte basis, as and when offered by Malanad Communications Pvt. Ltd.
10. Except in case of outright purchase of the STBs by the Subscriber, the STB is merely licensed to the Subscriber by Malanad Communications Pvt. Ltd./ LCO PARTNER to avail the Channels for one TV set only and shall at all times be the exclusive property of Malanad Communications Pvt. Ltd./ LCO PARTNER.
11. The Subscriber shall ensure the safety and security of the STBs and take reasonable care to prevent any unauthorized use, theft, misuse, damages, loss etc. to the STBs.
12. The subscriber shall be liable to pay all Cable TV Subscription’s outstanding if any, till date to the LCO partner if the services were availed from him/her, and the subscriber hereby agrees to pay all such old outstanding within 90days of signing this new agreement.
13. All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, and refund shall be subject to the rules, regulations, notifications and guidelines as may be specified by the Authority or as may be applicable from time to time.

Other Terms& conditions:

1. **Disclaimer:** The LCO PARTNER / Malanad Communications Pvt. Ltd. shall make reasonable efforts to render uninterrupted Service to the Subscriber and shall make no representation and warranty other than those set forth in the Terms of provision of service and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for particular purpose.

2. Limitation of Liability: LCO PARTNER, Distributors and Malanad Communications Pvt. Ltd. and its employees thereof shall not be liable to the Subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Service or inability to provide the same, whether or not due to suspension, interruption or termination of the Service or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO PARTNER or Distributor or Malanad Communications Pvt. Ltd. for any actual or alleged breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance, but was deprived due to such breach.

3. Indemnity: The Subscriber hereby indemnifies and holds harmless the LCO PARTNER and/or Malanad Communications Pvt. Ltd. from all the loss, claim, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) for use and misuse of the Cable Service or for non- observance of the Terms by the Subscriber.

4. Jurisdiction: All disputes and differences with respect to these Terms between the Subscriber and Malanad Communications Pvt. Ltd. or the LCO PARTNER shall be subject only to the jurisdiction of the courts at Wayanad.

5. Miscellaneous: If any of the provisions of these Terms becomes or is declared illegal, invalid or unenforceable for any reason, other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof. Terms mentioned herein in accordance with the regulations framed by the Authority, may be amended by the Authority from time to time and shall be binding on all.

The Terms and Conditions prescribed under the regulation issued by Authority on 3rd March 2017 are applicable herewith. Detailed information is available on the official website of Telecom Regulatory Authority of India viz: www.trai.gov.in.

C. DETAILS OF COUSTOMER CARE CENTRE & NODAL OFFICERS:

Malanad Communications Pvt. Ltd. has set up a centralized helpline numbers to assist the subscriber should the need arise:

1800 889 1627 (Toll Free) This service is available round the clock.

The Subscriber shall be guided to and connected with the Complaint Centre in the subscriber's service area through the Interactive Voice Response System ("IVRS"). Executives will be available to answer the subscriber's queries in Malayalam / English and the local language of the respective State. Apart from this, Malanad Communications Pvt. Ltd. has its LCO PARTNERS in all locations, where subscribers can walk-in and talk to Malanad Communications Pvt. Ltd.'s representatives for any queries. Details of the unit/branch locations are available on Malanad Communications Pvt. Ltd.'s website www.malanadcommunications.com.

The contact details of our Nodal Officer is mentioned herein below:

Contact No: - 956-251-0210

DETAILS OF PROVISIONS FOR CONSUMER PROTECTION

(A) Disruption in Service

In case signals of television channels to a subscriber are continuously disrupted for a period exceeding seventy-two hours, we shall reduce the subscription charges of the subscriber by an amount equivalent to the proportionate distributor retail price and network capacity fee in respect of such channels for the entire period of such disruption, provided that the period of such disruption shall be calculated from the time the complaint is registered by the subscriber. However, the same shall not be applicable in case the disruption is caused due to natural calamities.

(B) Price protection for advance subscription payment

In case, the broadcasting services related to television have been availed by a subscriber with a lock-in period or the charges for subscription of broadcasting services related to television are paid in advance for a specific period by a subscriber in pursuance of any scheme offered by the distributor of television channels, Malanad Communications Pvt. Ltd. will continue to provide such services for such period to the subscriber without any increase in the price of subscription and without altering the other terms of subscription to the disadvantage of the subscriber.

(C) Temporary suspension of broadcasting services related to television on request from a subscriber.

(1) Malanad Communications Pvt. Ltd. or its linked local cable operator partner, as the case may be, will, upon receiving a request from a subscriber, temporarily suspend the broadcasting services related to television of such subscriber, provided that such request shall be made by such subscriber at least fifteen days prior to the date of such suspension; provided further that such temporary suspension shall be for a minimum period of one month and in the multiple thereof.

(2) Malanad Communications Pvt. Ltd. or its linked local cable operator partner, as the case may be, shall not charge any amount, except the rental amount for customer premises equipment applicable if it is provided to the subscriber under rental scheme, from the subscriber during the period of temporary suspension.

(3) In case broadcasting services related to television of a subscriber remain suspended continuously for a period exceeding three months, such subscriber shall not be counted as an active subscriber of the distributor of television channels and it shall be permissible for Malanad Communications Pvt. Ltd. to deactivate such subscriber from subscriber management system.

(4) Malanad Communications Pvt. Ltd. or its linked local cable operator partner, as the case may be, shall, upon receiving a request from the subscriber, restore services within seventy-two hours and may charge an amount- (i) not exceeding **Rupees twenty-five (Rs.25/-)** as restoration fee from the subscriber for restoration of services if such services have remained suspended continuously for a period not exceeding three months, or

(ii) not exceeding **Rupees hundred (Rs.100/-)** as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

D) Disconnection of services

(1) Malanad Communications Pvt. Ltd. or its linked local cable operator partner, as the case may be, shall, upon request from the subscriber, disconnect the connection of broadcasting services related to television to such subscriber from the date indicated by the subscriber in his request and refund the deposits if any due to the subscriber, subject to fulfilment of the terms and conditions, provided

that the subscriber shall make such request for disconnection at least **fifteen days (15)** prior to the requested date of disconnection.

(2) Malanad Communications Pvt. Ltd. or its linked local cable operator partner shall give prior notice of at least **fifteen days (15)** to subscriber indicating the reasons for such disconnection by running scrolls on television screen and sending Short Message Service (SMS) to the registered mobile number of the subscriber.

(E) Terms and condition for billing and payment

(1) Malanad Communications Pvt. Ltd. shall be offering our services on pre-paid/Post-Paid model only.

(2) Malanad Communications Pvt. Ltd. or its linked local cable operator partner, as the case may be, shall, in case of pre-paid/Post-Paid payments, acknowledge such payments to the subscriber and ensure that the subscriber management system is updated accordingly.

(3) The billing cycle for pre-paid/Post-Paid payment option shall be up to the last date of the Calendar month from the date of activation of services.

(4) Malanad Communications Pvt. Ltd./ LCO Partner shall, maintain the records of billing and payment of subscribers, for preceding six months and provide access to the subscribers to their accounts and such records of subscriber shall contain itemised usage details of, —

(a) network capacity fee,

(b) rental charges for customer premises equipment, if any,

(c) charges for pay channels and bouquets of pay channels subscribed by subscriber during the period of billing cycle,

(d) taxes in conformity with applicable laws.

(5) Malanad Communications Pvt. Ltd. shall temporarily suspend the services of a prepaid subscriber in case of non-availability of balance amount in his prepaid account, provided that in case the services of the subscriber remain suspended continuously for a period of three months, such subscriber shall be deactivated from subscriber management system; provided further that upon the recharge of balance amount in subscriber's account, Malanad Communications Pvt. Ltd. may charge an amount not exceeding **rupees hundred (Rs.100/-)** as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

D. PROCEDURE & BENCHMARK FOR REDRESSAL OF COMPLAINTS

1. Customer Care / Complaint Centre:

If the Subscriber has any grievance that he/she wishes Malanad Communications Pvt. Ltd. to redress, he/she may contact the Complaint Centre/Customer Care Centre, with the details of the grievance, through any of the following modes:

(a) Website: www.malanadcommunications.com

(c) Contact no.: 1800 889 1627 (Toll Free)

(d) Post/Courier/Walk-in: to our office or the correspondence address, during normal business hours

Each complaint will be attended within a prescribed timeframe as per TRAI Regulations. Following is the contact details and complaint redressal timeline (as provided under TRAI regulations) for our Complaint Centres, according to the type of complaint:

Complaint Type Contact Details Timeline for redressal of complaint

All complaints

“No signal” error Within 24 hours, and in any case within 3 days

Billing related Within 48 hours

Malfunctioning of STB Within 48 hours, and in any case within 7 days;

In case of refund- within 30 days of receipt of complaint

Repair Within 24 hours or replace without any extra charge with a new STB (if covered within Warranty or acquired on hire purchase scheme or rental basis

(a) Website: www.malanadcommunications.com

(c) Contact no.: **1800 889 1627 (Toll Free)**

**In case Malanad Communications Pvt. Ltd. or it's LCO Partner is not able to attend the complaint within the above-mentioned timeframe, for any reason beyond our control, the subscriber shall be communicated with such reasons at the time of responding to the complaint.*

