

MANUAL OF PRACTICE

A. NAME AND ADDRESS OF THE MSO

Registered Office

KERALA COMMUNICATORS CABLE LIMITED

:# 463, 10th Main, 13th Cross Wilson Garden Bangalore-560027, Karnataka, india

Corporate Office

KERALA COMMUNICATORS CABLE LIMITED,

142 H1A, First Floor, COA Bhavan, 4th Cross Road, Thoundayil Lane, Panampilly Nagar Cochin-682036, Kerala, India

B. TERMS & CONDITIONS OF SERVICE OFFERED BY KERALA COMMUNICATORS CABLE LIMITED

Preamble:

These terms and conditions are to be read together with the Customer Application Form (CAF). KERALA COMMUNICATORS CABLE LIMITED shall be referred to as "KCCL" henceforth hereunder.

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 networks 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 fees 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 indirectly.
9. **Local Cable Operator** or **LCO** 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.

Provision of Service:

1. KCCL's Cable Service 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). The Subscriber shall ensure that the information stated in the CAF is complete and accurate in all respects and shall immediately notify KCCL or its LCO 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 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 KCCL 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.
6. Subject to technical and operational feasibility at the location requested by the subscriber, KCCL itself or through its LCO, 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, KCCL or its LCO will inform the Subscriber about the same, within 7 days from the date of receipt of the CAF by KCCL or LCO, as the case may be.
9. The subscriber shall have the option to select channel package or channels on an a-la-carte basis, as and when offered by KCCL.

10. Except in case of outright purchase of the STBs by the Subscriber, the STB is merely licensed to the Subscriber by KCCL to avail the Channels for one TV set only and shall at all times be the exclusive property of KCCL. The subscriber can opt for a STB under the three CPE schemes as annexed at Annexure I.

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. 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.

Obligations of subscribers:

The subscribers hereby undertake the following:

- i. To make timely payment of dues within the due dates of payments mentioned in the bills;
- ii. To use only such STB and apply only such VC issued for such STB, as specified by the Company, which are compatible with its network and registered in the name of the subscriber;
- iii. To take proper care of STB/VC of the Company and intimate immediately in writing to the Company, in case of loss/ misplacement of VC with or without STB;
- iv. Not to use, either before or after the STB (except TV/PVD) of the Company is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by the Company;
- v. To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by the Company and not to remove or shift STB/VC from the subscribers' premises, without written consent of the Company;
- vi. Not to replace, sell, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, alter, misuse or tamper with the STB including the seal (see to prevent opening of STB) and VC. Any such act by the subscriber shall be construed as willful and criminal omission and /or commission on the part of the subscriber in addition to breach of its obligation in this agreement;
- vii. To give all assistance which the Company may be reasonably expected to receive, in connection with this CAF terms;
- viii. Not to indulge in piracy or activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyright of the Company, broadcaster, transmitter or any other person associated with such transmission;
- ix. Not to distribute or redistribute signals from subscribers' premises to any neighbouring premises;
- x. Intimate the Company within two (2) days of receipt of bill/statement of subscription charge/charges, any discrepancies in billing;
- xi. Subscriber shall not be entitled to transfer or assign its obligations and liabilities mentioned herein to any other person /party under any circumstances, without prior permission of the Company;
- xii. To return STB /VC to the Company on termination of agreement by any party, in good working condition, depending on the CPE scheme opted by the subscriber;
- xiii. The CAF terms are personal to the subscriber and right of the subscriber shall not be assignable or transferable by him in favour of a third party. Any transfer or assignment effected in contravention of the expressed provision contained herein shall not absolve the subscriber of its obligation/ liabilities;
- xiv. Responsible for payment of all taxes, levies or charges, penalties, damage set etc. imposed or under any statute, for the time being in force.

Other Terms& conditions:

1. **Disclaimer:** The LCO / KCCL 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, Distributors and KCCL 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 or Distributor or KCCL 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 and/or KCCL 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 KCCL or the LCO shall be subject only to the jurisdiction of the courts at Cochin.
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:

KCCL has set up a centralized helpline numbers to assist the subscriber should the need arise:

18004195755 (Toll Free) and +91-4802755 755 (Toll). 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 Hindi / English and the local language of the respective State. Apart from this, KCCL has Customer Service Desks at all Unit / Branch locations, where subscriber's can walk-in and talk to KCCL's representatives for any queries. Details of the unit/branch locations are available on KCCL's website www.KCCL.TV.

The names, addresses and contact details of our Nodal Officers and the respective States which they represent are mentioned herein below:

Name:- Mr. Nithin Prakash

Contact No:- 9526775361

Mail ID:- magiksoftadmin@kccl.tv

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, KCCL 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) KCCL or its linked local cable operator, 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) KCCL or its linked local cable operator, 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 KCCL to deactivate such subscriber from subscriber management system.
- (4) KCCL or its linked local cable operator, 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 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 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) KCCL or its linked local cable operator, 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

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 prior to the requested date of disconnection.

- (2) KCCL shall give prior notice of at least fifteen days 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) KCCL shall be offering our services on pre-paid/Post-Paid model only.
- (2) KCCL or its linked local cable operator, 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 thirty days from the date of activation of services.
- (4) KCCL shall, on its website, maintain the records of billing and payment of subscribers, for preceding six months and provide log-in 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) KCCL 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, KCCL may charge an amount not exceeding rupees hundred 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 KCCL 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.KCCL.TV
- (b) E-mail : magiksoft@kccl.tv
- (c) Contact no. : 18004195755 / +91-4802755 755
- (d) Post/Courier/Walk-in : any branch 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 Centers, according to the type of complaint:

Complaint Type	Contact Details	Timeline for redressal of complaint
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All complaints	(a) Website: www.KCCL.tv (b) E-mail: magiksoft@kccl.tv (c) Contact no.: 18004195755 /+91-4802755 755	Within 48 hours
"No signal" error	(a) Website: www.KCCL.tv (b) E-mail: magiksoft@kccl.tv (c) Contact no.: 18004195755 /+91-4802755 755	Within 24 hours, and in any case within 3 days
Billing related	(a) Website: www.KCCL.tv (b) E-mail: magiksoft@kccl.tv (c) Contact no.: 18004195755 /+91-4802755 755	Within 48 hours, and in any case within 7 days; In case of refund- within 30 days of receipt of complaint
Malfunctioning of STB	(a) Website: www.KCCL.tv (b) E-mail: magiksoft@kccl.tv (c) Contact no.: 18004195755 /+91-4802755 755	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)

**In case KCCL 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.*

2. Nodal Officer:

In case the Subscriber is not satisfied with the redressal of the complaint by the Complaint Centre, the subscriber may approach the Nodal Officer appointed by KCCL for the State in which the subscriber is availing the service, with the Ticket number (the unique complaint number a subscriber receives when complaint is registered at KCCL Customer Care) at their respective offices, from Monday to Saturday, between 10:00 am and 7:00 pm, and/or anytime via email (details of which are provided in Clause C, herein above).

The Nodal Officer shall issue an acknowledgement to the subscriber within two working days of the receipt of a complaint and shall give a unique complaint number to the subscriber. The Nodal officer shall resolve or redress the complaints of subscribers within ten working days from the date of receipt of the complaint.

3. Appellate Authority:

If the subscriber still not satisfied with the response of the Nodal Officer, the subscriber can appeal further to the Appellate Authority with the ticket number (the unique complaint number a subscriber receives when complaint is registered at KCCL Customer Care) from Monday to Friday, between 10:00 am and 7:00 pm.

Name:- Mr. Padmakumar N

Contact No:- 8086897156

Mail ID:- padmakumarnkccl.tv

E. INSTRUCTION FOR ACTIVATION AND OPERATION OF SET TOP BOX:

Subject to and in accordance with the terms and conditions of CAF, KCCL, through its engineer or its LCO, shall provide a Set Top Box to the subscriber at the subscriber's Office/dwelling place, to be connected and installed only by KCCL or its LCO. Subscriber registration & activation of services will be done in the SMS (Subscriber Management System) on the basis of the details provided by the subscriber on CAF. The engineer/LCO visiting the subscriber's place for installation/activation shall ensure detailed demo of the product to the subscriber. Besides, the Subscriber can also refer to the STB manual to know about the operating instructions.