

**HUTCH**

Subscriber's Name in full / താർതഥികനായ ഒപ്പുവെച്ചവർ / வாடிக்கையாளரின் முழுப்பெயர்

Mr		Mrs		Ms		Other	
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[illegible][illegible][illegible]

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IVR. No. ....

Signature / අත්සන / கையொப்பம்

Pls Attach and tick ☐ NIC ☐ Photograph

සවිසන් ආයතනය විසින් මා තමන් තිබුත් කරනු ලැබූ පහතින් සදහන් වෙත සිවිපත් ආක සුකාපිරිහිත කරන මෙන් මෙයින් ඉල්ලා සිටිමි.

நான் என் பெயரில் பதிவு செய்யப்பட்டுள்ள குறிப்பிட்ட சிம் இணைப்பினை துண்டிக்குமாறு ஹார்சிசன் தொலைதொடர்பு நிறுவனத்திடம் வேண்டிக்கொள்கிறேன்.

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I represent and warrant that the above information disclosed by me is accurate. I agree that the services are provided subject to HTLL general terms and conditions as varied from time to time the current version which is set out overleaf.

ශ්‍රේෂ්ඨ අධිකරණයේ සභාපතිතුමාගේ මගපෙන්වීමට අනුකූලව කටයුතු කරමින් සිටිමු. අනුරාධපුරයේ සිටින අධිකරණ සභාපතිතුමාගේ මගපෙන්වීමට අනුකූලව කටයුතු කරමින් සිටිමු. අනුරාධපුරයේ සිටින අධිකරණ සභාපතිතුමාගේ මගපෙන්වීමට අනුකූලව කටයුතු කරමින් සිටිමු.

நான் மேற்குறிப்பிட்ட தகவல்கள் அனைத்தும் சரியானதும் உன்மையானதும் என்பதை உறுதி செய்கின்றேன்.

இத்தாளின் பின்பக்கத்தில் கூறப்பட்டுள்ள HTLL சட்ட விதிமுறைகளுக்கும் அதன் திருத்தங்களுக்கும் நான் இணக்கம் காண்கின்றேன்.

signature / අත්සන / கையொப்பம் .....

Date / தேதி / திகதி .....

Rcvd Date 

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Hutch office use only

Summary No. 

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# Terms and Conditions for GSM Services

HUTCH

HTLL means Hutchison Telecommunications Lanka (private) Limited its successors and assigns. Applicable charges means the charges payable in advance by the subscriber to obtain connectivity to the HTLL systems. Services means the cellular telecommunication services applied for by a subscriber in the subscriber means application form and agreed to be provided by HTLL. Subscriber means a person/company specified in the subscriber application form. System means the cellular telecommunications network by which HTLL makes the services available. SIM card means either a card or plug in module with a microchip, which contains all necessary subscriber, which allows the subscriber to increase his/her account balance by the value paid for the card. Reload means the facility recharging of HTLL accounts of subscriber using electronic airtime facility.

1. Upon payment of applicable charges HTLL shall connect the subscriber to its system and commence its services by supplying the subscriber with a per-activated SIM card.

2. This agreement shall be effective from the date of commencement of services to the subscriber until terminated by either party.

3. Payment for services thereafter shall be by way of purchase of top up cards and/or reload or by any other means made available by HTLL from time to time. The subscriber shall maintain sufficient credit in his/her account to continuously access the services by purchasing a topupcard/reload.

4. The SIM card, which connects the subscriber to the system, shall remain the property of HTLL. However, the subscriber shall be responsible for its safety & shall not damage or alter its contents without the prior written consent of HTLL. A defective SIM shall be replaced at on cost only if the defect is proved to be caused by the manufacture. The subscriber shall notify HTLL in writing of such change or transfer of the ownership of the SIM. The subscriber shall indemnify and hold harmless HTLL against any loss, expenditure, damage or liability, which may arise from usage of the SIM by subscriber or any party authorized by him/ her. In the event of loss of the SIM, the subscriber shall immediately notify HTLL of the same.

5. The rates for the provision of services shall be as specified in the applicable tariff sheet which contains the rates of the relevant tariff package.

6. HTLL may at any time vary services provided to the Subscriber.

7. The Subscriber shall use the Services only within the areas in which HTLL provides services.

8. All present and future taxes, duties, dues and levies imposed by the Government in relation here of and or in relation here of shall be borne by the subscriber.

9. HTLL shall not be liable in any manner for failure or interruption of service caused due to govt. directives, regulatory directives, terrorist activities, war, hostilities, riots, strike, lockout, civil commotion, earthquake, flood, tempest, unusual weather, lightning strikes or any other natural disaster, accident, fire or explosion or any other reason.

10. All conditions, warranties and representation implied by law in relation to the system and the services are excluded to the extent permitted by law and expect as expressly provided in this Agreement. The Subscriber agrees that HTLL and its employees and agents are not liable for any loss or damage or damage or injury howsoever caused to or suffered by the Subscriber arising out of or in connection with this Agreement or any of the services provided or omitted to be provided under this Agreement, whether in contract or otherwise, and whether direct, consequential or contingent and whether foreseeable or not including in particular any financial loss or loss of business profit, saving, revenue, use, data or goodwill.

11. The Subscriber must notify HTLL of any claim arising out of this Agreement in writing within thirty (30) days of the incident giving rise to such claim, failing which the subscriber shall be deemed to have waived his rights in respect of such claim.

12. HTLL shall not be liable for the telephone and connected equipment or any issue arising there from.

13. Either party may terminate this Agreement by giving not less than one (1) month's prior written notice to the other. HTLL shall have the right to terminate or temporary disconnect Services if: the subscriber does not 22. generate at least one (1) revenue generating call within a period of six (6) months; the subscriber does not recharge his/her account by way of topup cards and/or reload within a period of six (6) months (even if the subscriber may still have credit left in his/her account); it is proved that the service is being used for any, terrorist/unlawful, any illegal, immoral or improper purpose/activities; the Subscriber does not comply with the terms and conditions of this contract. In the event of termination the Subscriber shall also forfeit the balance credit in the Subscriber account.

14. HTLL reserves the right to disconnect or refuse service to the Subscriber without assigning any reason what so ever.

15. No forbearance, relaxation or indulgence by HTLL in enforcing any of the terms and conditions under this contract shall prejudice the rights and powers of HTLL, nor shall any waiver by HTLL of any breach constitute a continuing waiver in respect of any continuing breach.

16. HTLL reserves the right to share its database with any external party with whom HTLL has entered into a commercial / technical arrangement in order to provide its services to the Subscriber.

17. Any notice to the Subscriber shall deem to have been delivered if faxed upon transmission or if by post within 3 days of delivery or if by SMS/e-mail, upon delivery.

18. In the case of a dispute in connection hereof, HTLL's decision based on its service record shall be final and conclusive and shall be binding on the Subscriber.

19. This Agreement is personal to the Subscriber and the Subscriber may not transfer the same or grant any right hereunder to any other person whatsoever without the prior consent of HTLL. In the event the subscriber transfers the SIM connection to a third party, it is the duty of the subscriber to inform HTLL of that fact prior to effecting such transfer and also forward to HTLL the information referred to in the application from pertaining to the proposed new transferee.

20. Where a SIM is to be used by a minor, it shall be the responsibility of the parent or guardian of such minor to provide the information referred to in the Application Form to HTLL.

21. The Subscriber must inform HTLL of name or names and NIC number or numbers of person or persons, whowill, if ever be sharing the use of the SIM being issued.

22. This Agreement is a complete and exclusive statement of the Agreement between the Subscriber and HTLL. This Agreement superced all previous agreements or understanding whether oral or written and all representations or other communications between the Subscriber and HTLL. Any variations or additions to this Agreement are Valid only if confirmed in writing by an officer authorized by HTLL.

23. HTLL may vary this Agreement at any time by notice to the Subscriber by any reasonable means. Continued use of the Services thereafter shall be deemed to constitute acceptance by the Subscriber.

24. This contract is governed by the Laws of Sri Lanka.

Hutchison Telecommunications Lanka (Pvt) Ltd, 234, Galle Road, Bambalapitiya, Colombo 04.