

MANUAL OF PRACTICE

GTPL HATHWAY PVT. LTD.



GTPL Hathway Pvt Ltd (formerly known as GTPL), currently offers Digital Cable TV Services (“Standard Definition” (SD) & “High Definition” (HD)) across all its networks. It also offers High-Speed Internet Services with its state-of-the-art broadband networks. More details of the same can be obtained by visiting www.gtpl.net . We have a 24*7 centralized toll-free customer helpline no 1800-2330-233 to extend requisite service support to our valuable subscribers.

A - NAME AND ADDRESS OF THE MSO:

Registered Corporate Office:

GTPL Hathway pvt ltd
2nd Floor, Sahjanand Shopping centre , Opposite Swaminarayan Mandir,
Shahibaug, Ahmedabad-380004

B - TERMS AND CONDITIONS OF SERVICE OFFERED BY THE MSO

TERMS AND CONDITIONS OF SERVICE AS MENTIONED IN THE CAF (CUSTOMER APPLICATION FORM)

1. Definitions:

- a. **“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 signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices having an activated Conditional Access System at the premises of the subscriber within the limits of the authorization made, through the Conditional Access System(CAS) and Subscriber Management System(SMS) on the explicit choice and request of such subscriber, by the cable operator to the subscriber.
- b. **“alternative tariff package”(ATP)** means a tariff package which GTPL may offer, in addition to the standard tariff package, for supply of a set box to the subscriber for receiving programmes;
- c. **“Authority”** means Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory, Authority of India Act,1997 (24 of 1997);

- d. **“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);
- e. **“Broadcaster”** means any person including an individual, group of persons, public or body corporate, firm or any organization or body who or which is providing programming services and includes his or her or its authorized distribution agencies;
- f. **“Basic Service Tier”** means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscribe, for a single price to the subscribers of the area in which his cable television network is providing service;
- g. **“DAS Area”** means the area where in terms of notifications issued by the Central Government under sub-section (1) of the section 4A of the Cable Television Networks (Regulation Act, 1995 (7 of 1995) it is obligatory for every cable operator to transmit or re-transmit programmes of any channel in an encrypted form through a digital addressable system
- h. **“LCO”** means a Local Cable Operator or cable operator associated with GTPL i.e. person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network;
- i. **“Cable Service”** means the transmission by cables of a set of programmes including retransmission by cables of any broadcast television signals;
- j. **“Cable Television Network”** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- k. **“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;
- l. **“multi system operator (MSO)”** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks (Amendment) Rules 2012 a and who receives a programming service from a broadcaster or his authorized agencies and retransmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more cable operators, and includes authorized distribution agencies by whatever name called and also includes GTPL;
- m. **“pay channel”** means a channel for which 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 and which would require the use of an addressable system attached with the receiver set of a subscriber;

- n. **“programme”** means any television broadcast and includes -
- o. Exhibition of films, features, dramas, advertisements and serials.
- p. Any audio or visual or audio-visual live programme or presentation and the expression “programming service” shall be construed accordingly;
- q. **“service provider”** means the Government as service provider and includes a licensee as well as any broadcaster, multi system operator (MSO), cable operator or distributor of TV channels and includes GTPL;
- r. **“set top box” or “STB”** means a device, which is connected to, or is part of a television set and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay and FTA channels through an addressable system;
- s. **“standard tariff package” (STP)** means a package of tariff as may be determined by the Authority for supply of a set top box to the subscriber by a service provider for receiving programme;
- t. **“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;
- u. **“You”** means the subscriber;
- v. **“CAF”** means Customer Application Form; **“PAF”** means Package Application Form
- w. **“We”, “Our”** means GTPL Hathway Pvt Ltd or GTPL.

2. Provision of Service

- a. The service is made available to the customer with effect from the date of activation of the STB on terms which the subscriber hereby fully accepts & undertakes to abide.
- b. The subscriber shall ensure that the information stated in the CAF is and shall continue to be complete and accurate in all material respects & shall notify immediately of any change therein.
- c. All incomplete application forms shall be rejected.
- d. The MSO/LCO will respond within 2 working days of receipt of application, the deficiency and shortcoming in the registration form.

- e. In case of technical non-feasibility at the location requested by the subscriber, the MSO/LCO will inform the subscriber, the reason for the same within 2 working days.
- f. The Subscriber can opt for a STB under the Hire Purchase scheme or a 3 year rental scheme or on a one-time activation fee as clearly specified in the CAF by GTPL.
- g. Under the Hire Purchase Scheme, the ownership of the STB will be transferred upon payment of the last monthly installment as stated overleaf. However, till such time that all the installments are fully paid to GTPL, GTPL shall remain and continue to remain the sole and absolute owner of the STB.
- h. Under the 3 year rental scheme, the ownership of the STB will be transferred upon payment of the last monthly rental payment.
- i. Under a one-time registration charge scheme, the STB is provided on a Free To Use Basis to the subscriber. STB remains at all times the property of GTPL and after 5 years of usage, it will be transferred to the subscriber at no cost. Please note that the pamphlet containing the instructions for activation and operation of the STB has been inserted in the container which contains the STB. Also explained in Section E of this manual.
- j. Under all the three STB plans, should a subscriber seek termination of GTPL's cable services, GTPL or its LCO will arrange for a refund of the amount paid as Security Deposit after deducting a fifteen per cent depreciation for each year of usage, provided the STB has been returned to GTPL office in a working condition along with all accessories like remote control, AC adapter (if any) and connecting cables and has not been tampered with.
- k. Monthly rentals for the STB will be payable to GTPL and will be a part of the regular invoice raised to the subscriber for the cable services rendered by GTPL.
- l. Each STB comes with a one-year warranty. During the warranty period, no repair and maintenance charges are payable, provided the STB has been used in normal working conditions and is not tampered with. There is no warranty applicable on the remote control/Power adaptor. The VC shall always remain property of GTPL.
- m. During the warranty period, the STB will be repaired or replaced ideally within 24 hours of receipt of complaint.
- n. After the expiry of the warranty period, repairs to the STB would have to be paid for by the subscriber and a replacement STB may be offered, if available.
- o. Changes in the rates of taxes & Govt duties will be informed to subscribers and passed on.

- p. In case of STB malfunction, the LCO will replace or repair the STB within 72 hours of receipt of complaint. Repair charges will be payable if the STB is out of warranty period.
- q. Refund of security deposit will be made available to the subscriber within seven days upon receipt of STB, provided the same has not been tampered with.
- r. STB will not be made available to a subscriber on rental scheme again if he/she has already availed of this at the same location in the past.
- s. The subscriber shall have the option to select packages or channels on an a la carte basis by ticking the same on the CAF/PAF. The subscriber shall select the payment methodology and the payment term on the same along with the STB details where the subscriber wants these channels to be activated. Upon receipt of the fully filled CAF/PAF and complete and correct in all respects, the channels selected by the subscriber shall be activated within 48 hours of its receipt.
- t. Composition of channels in any package that the subscriber has availed of will not be altered for a period of six months from the date of enrolment. Should there be a change in the same due to any channel becoming unavailable on our network, an alternative channel from that genre & language will be provided or a price reduction equivalent to the a la carte rate of that channel will be provided from the date of discontinuation.
- u. Neither GTPL nor its LCO shall disconnect a subscriber without giving 15 days written notice. However this will not apply if the subscriber is found to be the cause of piracy.
- v. The Subscriber hereby agrees to allow the authorized representatives of the LCO/GTPL to enter upon the Installation Address for inspection, installation, removal, replacement and repossession of the Hardware under the Terms hereof. This clause survives the termination until all the dues are paid and the Viewing Card ("VC") along with the STB owned by GTPL is returned to GTPL in satisfactory working condition.
- w. The Cable Service and the license to use the VC shall be for personal viewing of the Subscriber/s and for his family members only. No assignment of VC shall be valid unless the same is approved in writing by GTPL. Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of Service and the subscriber shall also be liable to

- x. The Subscriber agrees and acknowledges that the VC has been merely licensed to the Subscriber by GTPL to avail the Channels for one TV set only and shall at all times be and remain the exclusive property of GTPL and that the subscriber has been fully explained and accepts that any unauthorized relay or re-transmission of the signal will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of Service, attract civil and/or criminal liability under the law.
- y. The Subscriber undertakes not to use or cause to be used the VC with any other set top box or device and/or STB with any other VC or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc;
- z. The subscriber undertakes that he/she shall neither by himself/herself nor allow any other person to modify, misuse or tamper with the Hardware or to add or remove any seal, brand, logo, information etc which affects or may affect the integrity/functionality/identity of the Hardware or otherwise remove or replace any part thereof; nor shall GTPL use before or after the STB any decoding, receiving, recording device other than one television set.
- aa. The subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO Distributor/GTPL in relation to the Service and/or Hardware or of the channel providers/distributors in relation to any Channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.
- bb. The subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber.
- cc. The subscriber undertakes not to relay, transmit or redistribute the signals/Service to any Person or connect to any other device for any redistribution purpose.
- dd. Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.
- ee. All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, refund shall be subject to the rule, regulation, notification,

guidelines as may be specified by the Authority or as may be applicable from time to time.

3. Payment obligation:

- a. The subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments shall be made either to GTPL or its LCO.
- b. Any payment made after 15 days will attract simple interest @12% per annum on pro rata basis for the number of days delayed.
- c. Billing will be on a calendar month basis. You can view your bill online by logging into GTPL's website www.gtpl.net.
- d. Billing dispute if any will be resolved within 7 days.
- e. Refund, if any will be issued within 30 days following resolution of complaint or before the next billing cycle whichever is earlier.

4. Suspensions/Termination of Service:

- a. The terms will commence from the date of installation of the Hardware and shall remain in full force and effect unless terminated under the Terms.
- b. A 15 day notice period will be given if GTPL chooses to discontinue providing a channel. The notice of discontinuation shall be published in the local newspaper circulating in the subscribers' locality and shall also be displayed on the TV screen as a scroll on the local cable channel.
- c. If the subscriber chooses to relocate, the subscriber shall submit its application in advance either to GTPL or its LCO. After verification of the outstanding, GTPL shall provide the services at the new Location, provided it is technically and operationally feasible. If not, GTPL or the LCO will inform the subscriber likewise and the subscriber can opt to surrender the STB and proceed to claim a refund as per the terms of the scheme under which the subscriber has availed of the STB.
- d. If the services have been temporarily discontinued on the subscribers request, no charges other than STB rentals will be payable by the subscriber.
- e. No suspension of services is possible if the period of suspension comprises part of a calendar month.
- f. Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months.

- g. No reactivation charges are payable by the subscriber if the period of suspension is under three calendar months. Thereafter a reconnection charge of Rs.50/- plus service tax will be levied.
- h. If the subscriber submits its disconnection notice 15 days in advance, no charges will be payable by the subscriber even if GTPL or its LCO fails to disconnect the service.
- i. Any request for addition of channel/package will by default be done from the next billing cycle, unless demanded as an immediate request. Disconnection of a channel/package is possible only on a calendar month basis or on expiry of the term of the contracted package.
- j. Notwithstanding the aforesaid, the cable service shall be liable to be terminated or suspended at the sole option of LCO/Distributor/GTPL either wholly or partly, upon occurrence of any of the following events i.e. (a) if the subscriber commits a payment default; (b) in case of breach by the subscriber; (c) if the Rental Agreement is terminated; (d) if the subscriber is declared bankrupt, or insolvency proceedings have been initiated against the subscriber; (e) in order to comply with the Cable television Networks (Regulation) Act, 1995 and/or the Rules made thereunder and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies; (f) if the Broadcaster/
- k. Channel Providers suspend or discontinue transmitting any Channel/s for any reason not attributable to the LCO, and GTPL or the agreement between the Broadcasters/ Pay Channel provider/s and GTPL is terminated or suspended.
- l. In the event of suspension, the Subscriber will be liable to pay forthwith upto the last day of the month of suspension/termination and to return forthwith the VC, in working condition (reasonable wear and tear excepted).
- m. In the event of termination, the Subscriber will be liable to pay forthwith upto the last day of the month of termination and to return forthwith the STB and the VC, in working condition (reasonable wear and tear excepted).
- n. The cable Service may be restored upon receipt of all the dues, advance Subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the

amount for the disconnected period as if the Service had continued.

5. Redressal of Complaints:

- a. You can log in your complaint on the 24*7 Toll Free No. 1800-2330-233 or directly with LCO.
- b. Each complaint received by us you will be assigned a docket no.
- c. Each complaint will be attended within 8 hours. However complaints received during night time will be attended on the next day. Ninety percent of No Signal complaints will be attended within 24 hours of receipt of such complaint. No such complaint shall remain unresolved beyond three days.
- d. If the service is provided through a LCO, it will be the responsibility of the LCO to maintain the Quality of Services standards as laid down by the Regulator wherever it pertains to distribution of signals from the node/amplifier of GTPL.
- e. For more details relating to the redressal of your complaints please see the heading "Procedure and Benchmark for Redressal of Complaints" here in below.

6. Force Majeure:

If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any others Acts of God, or if any or more Channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of the LCO or GTPL, the Subscriber will not have any claim for any loss or damages against the LCO/GTPL.

7. Disclaimer:

The LCO/GTPL will make reasonable efforts to render uninterrupted Service to the



Subscriber and make no representation and warranty other than those set forth in the Terms 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.

8. Limitation of Liability:

LCO, Distributors and GTPL and the employees thereof shall be not 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 GTPL 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.

9. Indemnity:

The Subscriber hereby indemnifies and hold harmless the LCO, MSO and GTPL from all the loss, claims, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or cause of for use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber.

10. Notice:

Notice at the Installation Address shall be deemed to be sufficient and binding on the Subscriber.

11. Jurisdiction:

All disputes and differences with respect to these Terms between the Subscriber and GTPL or the LCO shall be subject only to the jurisdiction of the courts at Gujarat.

12. Miscellaneous:

If any of the provisions of these Terms becomes or is declares illegal, invalid or unenforceable for any reason, the 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 may be amended by the authority from time to time and shall be binding on all.

- 13.** The terms and condition prescribed under the regulation issued by Authority on 14th May 2012 are applicable herewith. Detailed information is available on the authorized site of Telecom Regulatory Authority of India viz: www.trai.gov.in

C. PROCEDURE AND BENCHMARK FOR REDRESSAL OF COMPLAINTS

Time limit for redressal of complaints of the subscribers:

- a. Subscribers can log in your complaint on the 24*7 Toll Free No. 1800-2330-233 or directly with LCO. Each complaint received by us you will be assigned a docket no. Alternatively, they may also reach us at the respective office addressing during working days to get their grievances addressed. They can also reach us vide their Regd Mob no/ Regd email id.
- b. All complaints shall be responded to within eight hours of receipt of the complaint: Provided that complaints received during the night shall be attended by the next day: Provided further that in case the multi-system operator or its linked local cable operator, as the case may be, for any reason beyond its control, is not able to comply with the above mentioned Quality of Service parameter, he shall communicate such reasons to the subscriber at the time of responding to his complaint.
- c. At least ninety percent of all 'no signal' complaints received shall be redressed and signal restored within twenty four hours of receipt of such complaint; at least ninety percent of all complaints, except the complaints relating to billing, shall be redressed within forty eight hours

- d. No complaint referred to in clauses (b) and (c) shall remain unresolved beyond three days;
- e. All complaints relating to billing shall be redressed within seven days of receipt of the complaint from the subscriber and refunds, if any, shall be made to such subscriber within thirty days of receipt of the complaint.
- f. Every multi-system operator or its linked local cable operator, as the case may be, subject to any other provision in these regulations, may specify a system of discount or rebate to the subscriber due to interruptions in service and shall make the subscriber aware of such scheme.

Time limit for redressal of complaints by Nodal Officers:

- a. In case a subscriber is not satisfied with the redressal of his complaint by the complaint Centre, such subscriber may approach, the Nodal officer appointed or designated by the multi-system operator or its linked local cable operator, as the case may be, under regulation 8 of the Subscribers Complaint Redressal (Digital Addressable Cable TV Services) Regulations, 2012.
- b. The Nodal officer shall resolve or redress the complaints of subscribers within ten days from the date of receipt of the complaint.

D. CUSTOMER CARE NUMBER, NAME & DESIGNATION OF NODAL OFFICE AND EMAIL, CONTACT NO & ADDRESS OF THE NODAL OFFICER.

General Email ID: ccare@gtpl.net

Customer Care Number: 1800-2330-233 (Toll-Free)

Nodal Officer

Haven't found the solution to your problem within the timelines You can contact our Nodal Officer with the complaint docket number (the unique complaint number you get when you register your complaint at GTPL Customer Care) anytime from Monday to Friday, between 10:00 am and 7:00 pm.



State: Gujarat

Name: Mr. Bhavesh Berva

Contact Number: 079-25626476. Ext: 325

Email Address: nodalofficer.guj@gtpl.net

Address: 2nd Floor, Sahajanand Shopping Centre, Opp Swaminarayan Temple, Shahibaug, Ahmedabad-380004

State: Maharashtra

Name: Prashant Challani

Contact no: 7757846666

Email Address: nodalofficer.mah@gtpl.net

Address: S.No 15, Samrath Park Soc, Opp Abhinav School, Anand Nagar, Singhad Rd,

Pune-411051 Landline:020-24357131/32 Ext:205

State: Madhya Pradesh

Name: Mr. Bhavesh Berva

Contact Number: 079-25626476. Ext: 325

Email Address: nodalofficer.mp@gtpl.net

Address: 2nd Floor, Sahajanand Shopping Centre, Opp Swaminarayan Temple, Shahibaug, Ahmedabad-380004

State: Bihar

Name: Manish Raj

Contact no: 8102921550

Email Address: nodalofficer.bih@gtpl.net

Address: Shanti Niketan House No-1090,Holding No-552/349, Circle No-06, Fraser Road,Patna-800001



State: Jharkand

Name: Nitin Sharma

Contact no: 9386858468

Email Address: nodalofficer.jkd@gtpl.net

Address Shanti Niketan House No-1090,Holding No-552/349, Circle No-06, Fraser Road,Patna-800001

Appellate Authority

Not satisfied with the GTPL Care response? Get in touch with our Appellate Authority If you still want to appeal further, you can do so by appealing to our Appellate Authority with your complaint docket number (unique complaint number you get post registering your complaint with GTPL Customer Care) from Monday to Friday, between 10:00 am and 7:00 pm.

Name: Mr. Chintan Dudhia

Contact Number: 079-25626476. Ext: 337

Email Address: appellateauthority.guj@gtpl.net

E. INSTRUCTION FOR ACTIVATION AND OPERATION OF SET TOP BOX

Subject to and in accordance with the terms and conditions of CAF/PAF, GTPL will provide to you at your Office/dwelling place within GTPL's coverage area CPE's to be connected and installed only by GTPL or its linked operator. Customer registration & activation of services will done on SMS (Subscriber Management System) basis the details provided by the subscriber on CAF/PAF. The engineer visiting the subscriber's place for installation/activation ensures detailed demo of the product to the subscriber & his/her family members. Besides, subscriber can also refer to the STB manual to know operating instructions.

F. THE DETAILS OF DUTIES AND OBLIGATIONS OF GTPL OR ITS LINKED LCO AND RIGHTS AND DUTIES OF THE SUBSCRIBER AS SPECIFIED IN REGULATIONS

- a. To receive Quality of Service in accordance with parameters specified by TRAI in its regulations (Refer "Section-D" of this Charter)
- b. Right to get information regarding tariff before provision of service and every time the tariff is changed, especially adversely affecting the consumer.
- c. Right to be informed before activation of any value added service that is chargeable
- d. Right to get the rebate of rental in case of continuous disruption of service as specified by GTPL.
- e. To seek legal remedy in case the grievances of the consumer is not settled.
- f. To get refund of security deposit within 30 days of request of termination of service subject to adjustment of pending dues, if any.
- g. Right of consumers for termination or disconnection of service.
- h. Any consumer may, at any time, a. During pendency of redressal of his grievance under these regulations; or b. Before filing of complaint under these regulations, exercise his right conferred upon him under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force and seek redressal of his grievance under that Act.
- i. Right to know the eligibility, opening and closing dates of any promotional offers provided by the service provider.

F. MISCELLANEOUS

For more information on Digital Cable TV Policies, you may visit:



www.trai.gov.in

www.mib.nic.in