

CONSUMER CHARTER



GTPL Hathway Pvt. Ltd.

CONSUMER'S CHARTER FOR DIGITAL ADDRESSABLE CABLE TV SYSTEMS

We thank you for the interest shown in availing Digital Cable TV services from GTPL Hathway Pvt. Ltd.

In this charter, for the sake of convenience, GTPL Hathway Pvt. Ltd. shall be referred to as “ We “ “ Us “ “Our “ or “ GTPL “ and the Consumer/customer shall be referred to as “ You “ or “ Subscriber “.

GTPL currently offers Digital Cable TV Services (“Standard Definition” (SD) & “High Definition” (HD)) across all its networks. Listed in Annexure-I, city-wise, are the areas that GTPL’s networks cover.

GTPL 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.

However since we are a cable network, the availability of services available will depend on the technical and operational feasibility i.e. the reach of the network in your locality.

SD & HD service require different types of Set Top Boxes to be installed in your premises, so please read through this charter carefully and decide.

Terms and conditions for the Set Top Boxes (“STB”)

STBs are available under the following schemes:

SET TOP BOX HARDWARE SCHEME FOR STANDARD DEFINITION BOX[#] (same option has to be used for all STBs at given address) (PLEASE TICK SELECTED OPTION)

SN	Particulars	Standard Tariff Package				Alternate Tariff Package	
		<input type="checkbox"/> Option-I	<input type="checkbox"/> Option-II	<input type="checkbox"/> Option-III	<input type="checkbox"/> Option-IV	<input type="checkbox"/> Option-I	<input type="checkbox"/> Option-II
1.	Rent p.m. per Set Top Box for 3 years (excl. taxes)	Rs. 55.66	Rs. 50.66	Rs. 46.80	Rs. 32.93		
2.	Security Deposit (Refundable after 3 years)	Rs. 400	Rs. 800	Rs. 400	Rs. 800		
3.	Deduction from Refundable Security Deposit	Nil	Nil	xyz*	xyz*		
4.	Installation Charges	Nil	Nil	Nil	Nil		
5.	Activation Charges	Nil	Nil	Nil	Nil		
6.	Smart Card / Viewing Card Charges	Nil	Nil	Nil	Nil		
7.	Repairs & Maintenance Cost for 3 years	Nil	Nil	Nil	Nil		
1.	One time Activation (Service Tax extra)					Rs. 999	-
2.	Outright Sale					-	Rs. 1999
3.	Warranty					12 months	13 months
4.	Optional Annual Maintenance Charges (AMC)					Rs. 200 p.a.	Rs. 200 p.a.

xyz* as mandated by TRAI. Other terms & conditions as per TRAI regulation. [#]For boxes with PVR / HD please refer www.gtpl.net

GTPL Hathway Pvt. Ltd. | Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opp. Swaminarayan Mandir, Ahmedabad-380 004

DAS License No: 9/73/2012(Part)-BP&L Service Tax Reg. No. AACCG6676MST001 TIN No. 24070203735



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Please note that the above schemes and their corresponding rates are the prevailing rates which are and shall be subject to revision. We shall be entitled to revise these rates entirely at our discretion.

Above rates are applicable for Standard Definition STBs only. For HD STBs please visit our website www.gtpl.net

Warranty on all STBs is twelve months. No repair and maintenance charges shall be payable by you during the warranty period, provided STB has been used in normal working conditions and is not tampered with. During the warranty period the STB will be repaired or replaced within 24 hours of receipt of your complaint. After the warranty period expires, we shall offer you an Annual Maintenance Contract ("AMC") on optional basis for Rs. 200/- per annum. All STBs are fully compliant with Indian Standards, set by the Bureau of Indian Standards as well as the International Standard Digital DVB(C).

To avail of a STB, kindly contact the GTPL Office nearest to you or your Local Cable Operator. Fill up the Customer Application Form ("CAF") with your personal details and the location where the service is to be availed at. Choose your preferred services, the STB scheme and pay the appropriate amount.

Be sure to carry and submit your, passport size photograph, address proof and photo ID proof. And ensure that you enrol one mobile no. as a registered mobile number, so that you can log in complaints from the same and also receive regular updates and payment reminders and receipts of payments made. Providing your Email ID to us will also facilitate better service standards. Please submit your CAF to the GTPL Office nearest to you or to your local cable operator.

Your CAF contains a Unique Identification Number ("UIN") which you should remember and quote in all your communications to us whilst your application is under process. If there is any deficiency in your CAF, such deficiency shall be made known to you by us in writing, within two days from the receipt of your application by us. As already stated above, in case it is not technically or operationally feasible for us to provide you with the connection we shall inform you of the same indicating to you the reasons why, within two working days of the receipt of your CAF by us. However if it is technically and operationally feasible for us to provide you with a connection, we 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 your premises.

A duplicate copy of the CAF will be issued to you as an acknowledgement copy. Kindly quote the CAF No. in all future correspondence or follow ups. In the event, the STB is not installed within 2 working days, a rebate of Rs.15/- per day for the first five days and Rs.10/- per day thereafter will be given to the subscriber, subject to meeting feasibility and operational norms.

Selecting your Channels/Packages

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Now that the STB is installed, you need to choose the channels that you wish to view and accordingly decide your monthly bill.

You have many choices to make here, so take your time and study what your family requirements are. You can now choose to opt for the Basic Service Tier ("BST") or create your own BST from the list of Free To Air ("FTA") channels. The total number of channels that you can avail of is one hundred channels of which 24 are mandated Doordarshan channels. The BST is attractively priced at Rs.100/- per month plus taxes.

You can also skip the BST and directly select any of the packages offered by GTPL or choose one or more of the Pay channels in a la carte pattern or as packages or a combination of both at the prices indicated on the Package Application Form ("PAF"). All prices are exclusive of taxes.

Please note that if any channel which forms a part of the package that you have subscribed for becomes unavailable on our network then your subscription charges for that package will be reduced by an amount equivalent to the A la carte rate of that channel. Such reduction shall be effective from the date of unavailability of such channel on our network.

We shall give you fifteen days prior notice (save and except in cases of natural calamities and reasons beyond our control), before we take off of the air any channel or discontinue the exhibition of any channel. The notice shall be published in the local newspaper and displayed through scrolls on your TV screen.

For pre-paid customers, we shall not change the composition of your subscription package for the entire period of the validity of your subscription package. Provided that if a particular channel which forms a part of your package becomes unavailable on our network, then in that event your subscription package shall stand modified accordingly.

You may also opt for pre-paid or post-paid billing. If you opt for post-paid billing, your bill will be provided to you on a monthly basis. You have to ensure that bills are paid within 15 days of the bill date. Failure to do so will attract a penalty of 12% simple interest per annum.

If you are a pre-paid subscriber then we shall, only upon your request, supply to you information relating to your itemized billing charges which shall show your actual usage of our services. However we shall not provide to you information relating to your itemized billing charges for any period beyond six months preceding the month in which the request for itemized billing is made by you.

You are free to change your billing plans from pre-paid to post-paid and vice versa during the subscription period after clearing the outstanding /unbilled dues. The charges shall become effective at the end of the billing period that comes after 15 days from the request.

As per the choice of channels made, kindly pay the LCO/GTPL office and keep the STB in standby/Operational mode, so that the channels can be authorized on your STB.

Please read the STB manual which is inside the STB carton to familiarise yourself with its functions. Call the Toll Free Helpline_1800 2330 233 if you face any difficulties.

Happy Digital Viewing!!!

Disconnection, Suspension and Reconnection of Services

You can disconnect the services whenever you wish as long as the same is communicated to the LCO/GTPL office/Customer Care No. in ADVANCE. In such instances:

- You will not be charged for any service charges other than charges for the STB, if any.
- And the period of suspension has to be a minimum one calendar month and cannot exceed three calendar months.
- No suspension of services is possible if the period requested for is less than one month.

Subscriber has to give at least 15 days notice in advance for suspension of any service(s).

If Services have been disconnected by GTPL or its LCO without intimation by the subscriber, no charges will be payable by the subscriber including STB rentals, if any.

No reconnection charges will be levied upon resumption of services as long as the suspension period falls within the limits mentioned above. One time reconnection charges of Rs.50/- will be levied if the period exceeds three calendar months.

Your services also can't be disconnected without a prior notice of 15 days.

Prior notice of 3 days will be given on screen if we are to shut down services for preventive maintenance for a period of upto 24 hours and 15 days prior notice if the period is more than 24 hours.

Should you wish to shift your cable service connection to a place located in the same/other service area of ours, you will have to submit the CAF duly filled in appropriately with address proof and submit it to us or your LCO and we or the LCO shall return the duplicate copy of the CAF to you as an acknowledgement of receipt.

Please note that shifting your cable service connection to a place located outside your existing service area i.e. where your existing cable service connection is situated is not technically and operationally feasible and will not be done by us.

Quality of Signal at your Location

We endeavour to deliver the signals to your location keeping the following technical parameters in mind.

These parameters are achieved by us across all distribution networks. Performance of these parameters can vary from each STB location so much so that it can be different at two locations within the same household due to the nature of the internal cabling within the household.

In such instances GTPL technician or its LCO will demonstrate the same at the tap off /splitter level that feeds the particular household that the parameters are met and the subscriber will then have to replace the internal cabling at his/her cost.

S No.	Parameters	Value
1	Maximum and Minimum Carrier Levels	47 dB μ V min. for 64 QAM 67 dB μ V max. for 64 QAM 54 dB μ V min. for 256 QAM 74 dB μ V max. for 256 QAM
2	Signal to noise ratio	26 dB min for 64 QAM fall-off-the-cliff 32 dB min for 256 QAM fall-off- the-cliff.
3	Operating Margin (Noise Margin)	Higher than 4 dB
4	MER	30 dB (64 QAM) min. 34 dB (256 QAM) min.

Redressal of Complaints

We have set up a centralized helpline no. 1800-2330-233 (Toll Free) to assist you should the need arise. This service is available round the clock. You shall be guided to and connected with the complaint centre in your service area through the Interactive Voice Response System ("IVRS"). Executives will be available to answer your queries in Hindi/English and the local language of the State. Apart from this, we have decentralized service desks at all Unit/Branch Locations.

Each complaint received by us you will be assigned a docket no. Each complaint will be attended within 8 hours. However complaints received during night time will be attended on 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.

Ninety percent of No Signal complaints will be attended within 24 hours of receipt of such complaint and at least ninety percent of all complaints, except the complaints relating to billing, shall be redressed within forty eight hours

No such complaint shall remain unresolved beyond three days.

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.

We have also appointed a Nodal Officer in every State in which we have commenced operations of our digital addressable network. In case you are not satisfied with the redressal of your complaint by our Complaint Centre you may approach the Nodal Officer appointed for the State in which you are being provided our service.

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

State	Name	Telephone no	e-mail	Address
Gujarat	Bhavesh Berva	079-25626476. Ext: 325	nodalofficer.guj@gtpl.net	2nd Floor, Sahajanand Shopping Centre, Opp Swaminarayan Temple, Shahibaug, Ahmedabad-380004
Maharashtra	Prashant Challani	7757846666	nodalofficer.mah@gtpl.net	S.No 15, Samrath Park Soc, Opp Abhinav School, Anand Nagar, Singhad Rd, Pune-411051 Landline:020-24357131/32 Ext:205
Bihar	Manish Raj	8102921550	nodalofficer.bih@gtpl.net	Shanti Niketan House No-1090,Holding No-552/349, Circle No-06, Fraser Road,Patna-800001
Jharkhand	Neetin Sharma	9386858468	nodalofficer.jkd@gtpl.net	Shanti Niketan House No-1090,Holding No-552/349, Circle No-06, Fraser Road,Patna-800001
Madhya Pradesh	Bhavesh Berva	079-25626476. Ext: 325	nodalofficer.mp@gtpl.net	2nd Floor, Sahajanand Shopping Centre, Opp Swaminarayan Temple, Shahibaug, Ahmedabad-380004
Andhra Pradesh	J.Sudhakar	0891-2510756, 2714445	nodalofficer.ap@gtpl.net	Vaji Communications Pvt Ltd, Door No 2-30-26, Second Floor, Main Road, Sector-7, MVP Colony, Visakhapatnam-530017(AP)

Our Nodal Officer shall issue an acknowledgement to you within two days of the receipt of your complaint by us and give you a unique complaint number.

The Nodal officer shall resolve or redress the complaints of subscribers within ten days from the date of receipt of the complaint.

Other Broad Terms and Conditions

Definitions and Interpretations

All the words and phrases used herein below shall have the same meaning and interpretation as that which is assigned to them under the Cable Television Networks (Regulation) Act 1995 as



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amended and the Regulations issued there under and the Cable Television Networks (Regulation) Rules 1994 as amended.

Force Majeure:

If at anytime, during the continuance of the Cable Service, the Cable Service is interrupted, Discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, wilful 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 other Acts of God, or if one 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.

Disclaimer:

The LCO/ GTPL will make reasonable efforts to render uninterrupted Cable Service to the Subscriber and make no representation and warranty other than those set forth in this Charter and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

Limitation of Liability:

LCO, Distributor 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 Cable Service or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Services or for any inconvenience, disappointment due to deprival of any programme or information not attributable to any negligent act or omission on the part of GTPL. Provided however the maximum liability of GTPL for any actual or alleged breach shall not exceed the Subscription paid in advance to LCO for such duration of Cable Service, for which the Subscriber had paid in advance but was deprived due to such breach.

Indemnity:

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

Jurisdiction:

All disputes & 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 Ahmedabad, Gujarat.

Miscellaneous:

Above terms are subject to any regulations, notification, tariff order, direction issued by TRAI. If any of the provision of the Terms becomes or declared illegal, invalid or unenforceable for any reason

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the same will be amended as per the new regulations, notification, tariff order, direction issued by TRAI. Rest of the 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.

N.B.

1. Please note that this Consumer's Charter and the CAF/PAF issued to you shall be read as a whole whilst resolving all disputes and differences that may arise between you and us.
2. Please also note that if GTPL's cable services are being provided to you through a LCO then the following service responsibilities shall be that of the LCO and we shall not be liable or responsible for the same.
 - a. collection and receiving your CAF and PAF and informing you of any deficiencies therein;
 - b. installation of your STB
 - c. attending to complaints regarding the functioning of your STB
 - d. maintaining quality of signals at your premises
 - e. disconnection, suspension, reconnection and shifting of STB

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