



## **MANUAL OF PRACTICE**

**KAL CABLES PVT LTD**

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## **I. TERMS & CONDITIONS ON WHICH SCV SHALL PROVIDE ITS SERVICE**

1. Definitions: (a) “alternative tariff package”(ATP) means a tariff package which SCV may offer, in addition to the standard tariff package, for supply of a set box to the subscriber for receiving Programs;
- (b) “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);
- (c) “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;
- (d) “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;
- (e) “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;
- (f) “Programs” means any television broadcast and includes - (i) Exhibition of films, features, dramas, advertisements and serials. (ii) Any audio or visual or audio-visual live Programs or presentation and the expression “programming service” shall be construed accordingly;
- (g) “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;
- (h) “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 (7of 1995) it is obligatory for every cable operator to transmit or re-transmit Programs of any channel in an encrypted form through a digital addressable system;

- (i) “LCO or CABLE OPERATOR” means a Local Cable Operator or cable operator associated with "SCV" 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;
- (j) “Cable Service” means the transmission by cables of a set of programs including retransmission by cables of any broadcast television signals;
- (k) “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;
- (l) “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;
- (m) “Multi system operator (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 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 SCV;
- (n) “standard tariff package” (STP) means a package of tariff as determined by the Authority for supply of a set top box to the subscriber by a service provider for receiving Programs;

(o) "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;

(p) "You" means the subscriber;

(q) "CRF" means Customer Registration Form;

(r) "We", "Our" means KAL Cables Pvt. Ltd or SCV.

## **2. Provision of Service**

2.1 SCV's cable service shall be made available to the subscriber with effect from the date of activation of the STB and on terms and conditions contained herein and also contained in the consumer charter (a copy of which has been made available to the subscriber simultaneously with CRF) which the subscriber hereby unconditionally accepts and undertakes to abide.

2.2 The subscriber shall fill in the CRF and submit the CRF to the LCO. The subscriber shall ensure that the information stated in the CRF is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify SCV or its LCO of any change thereto. Photo identification and Address proof has also to be submitted along with the CRF, or else the same shall be treated as an incomplete CRF.

2.3 All incomplete CRF shall be rejected by SCV or its LCO and the deficiencies shall be informed to the subscriber.

2.4 The LCO will respond within 2 working days of receipt of CRF, and inform the subscriber of the deficiencies and shortcomings in the CRF submitted by him.

2.5 In case of technical or operational non feasibility at the location requested by the subscriber, SCV or its LCO will inform the subscriber the reasons for the same within 2 working days from the date of receipt of the CRF by SCV. In the event, the STB is not installed within two working days, a rebate of Rs.15/- per day for the first five days and Rs.10/- per day thereafter will be offered to the subscriber.

2.6 The Subscriber can opt for a STB under Standard Tariff Package (STP) as envisaged in "Telecommunication (Broadcasting and Cable) Services (fifth) (Digital Addressable cable TV systems) Tariff order, 2013 of TRAI or on Alternative Tariff Package (ATP) as stated in CRF.

2.7 Under 3 years rental schemes, the ownership of the STB will be transferred upon payment of the last monthly rental payment, provided there shall be no due in monthly rent.

2.8 Under Alternate Tariff Package scheme the STB is provided on a Free to Use Basis to the subscriber. STB would remain at all times as the property of SCV and after 5 years of usage it will 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.

2.9 Under STP, STB plans, should a subscriber seek termination of SCV's cable services, SCV or its LCO will arrange for a refund of the amount paid as Security Deposit deducting an amount as prescribed by TRAI, provided the STB has been returned to SCV office in a working condition along with all accessories like smartcard, remote control, AC adapter (if any) and connecting cables and has not been tampered with.

2.10 Monthly rentals for the STB will be payable to SCV and will be a part of the regular invoice raised to the subscriber for the cable services rendered by SCV.

2.11 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.

2.12 During the warranty period, the STB will be repaired or replaced within 24 hours on receipt of faulty STB. 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. Incase of ATP if the subscriber opts for the optional Annual Maintenance Contract (AMC) of Rs.60/- per annum, they will definitely be provided a standby STB and no repair charges would have to be paid for the STB only (remote excluded) provided the STB has been used under normal working conditions and is not tampered with the customers opting for Standard Tariff package shall pay no charges for repairs and maintenance for 3 years.

2.13 Changes in the rates of taxes & Govt duties shall be borne by the subscribers.

2.14 Refund of security deposit will be made available to the subscriber within seven days after the deduction as amortised by TRAI, upon receipt of STB and viewing card, provided the same has not been tampered with.

2.15 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.

2.16 The subscriber shall have the option to select packages or channels on an a la carte basis by selecting the same on the CRF. 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 CRF and complete and correct in all respects, the channels selected by the subscriber shall be activated within 48 hours.

2.17 Composition of channels in any package that the subscriber has availed of shall not be altered for a period of Three 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.

2.18 Neither SCV 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, and default in payment

2.19 The Subscriber hereby agrees to allow the authorized representatives of the LCO/SCV 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 SCV is returned to SCV in satisfactory working condition.

2.20 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 SCV. 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 pay damages.

2.21 The Subscriber agrees and acknowledges that the VC has been merely licensed to the Subscriber by SCV to avail the Channels for one TV set only and shall at all times be and remain the exclusive property of SCV and that the subscriber has been fully explained and accepts that any unauthorized relay or retransmission 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.

2.22 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;

2.23 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 SCV use before or after the STB any decoding, receiving,

recording device other than one television set.

2.24 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/SCV 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.

2.25 The subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the Hardware until the ownership is not transferred to the subscriber.

2.26 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.

2.27 Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.

2.28 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:**

3.1 The subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments shall be made either to SCV or its LCO, if they opt for post paid option.

3.2 Any payment made after 15 days will attract simple interest @12% per annum on pro rata basis for the number of days delayed.

3.3 Billing will be on a calendar month basis and shall be either e-mailed or served upon the customer through their respective LCOs.

3.4 Billing dispute if any shall be resolved within 7 days and any such dispute should be raised within 10

days of the bill date.

3.5 Refund, if any will be issued within 30 days following resolution of complaint or before the next billing cycle whichever is earlier.

Provided, clause 3 shall not apply for the subscribers who have opted for prepaid option.

### **4. Suspension/Termination of Service:**

4.1 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.

4.2 A 15 day notice period will be given if SCV 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 internal info channel.

4.3 If the subscriber chooses to relocate, the subscriber shall submit its application in advance either to SCV or its LCO. After verification of the outstanding, SCV/LCO shall provide the services at the new location, provided it is technically and operationally feasible. If not, SCV 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.

4.4 If the services have been temporarily discontinued on the subscriber's request, no charges other than STB rentals will be payable by the subscriber.

4.5 No suspension of services is possible if the period of suspension is less than a calendar month.

4.6 Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months.

4.7 No reactivation charges are payable by the subscriber if the period of suspension is under three calendar months. Thereafter a reconnection charge of Rs.100/- plus service tax will be levied.

4.8 If the subscriber submits its disconnection notice 15 days in advance, no charges will be payable by the subscriber for the period beyond the notice period, even if SCV or its LCO fails to disconnect the service.

4.9 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.

4.10 Notwithstanding the aforesaid, the cable service shall be liable to be terminated or suspended at the sole option of LCO/Distributor/SCV 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 any breach by the subscriber; (c) if the subscription 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 there under and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies; (f) if the Broadcaster/ Channel Providers suspend or discontinue to transmit any Channel/s for any reason not attributable to the LCO, and SCV or the agreement between the Broadcasters/ Pay Channel provider/s and SCV is terminated or suspended.

4.11 In the event of suspension, the Subscriber will be liable to pay forthwith up to the last day of the month of suspension/termination and to return forthwith the VC, in working condition (reasonable wear and tear excepted).

4.12 In the event of termination, the Subscriber will be liable to pay forthwith up to 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).

4.13 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:**

5.1 You can log in your complaint on the Toll Free No. 1800 102 0728 or directly with the LCO. The Customer Care No. is available from 0800 hours to 0000 hours all day of the week.

5.2 For each complaint received by us you will be assigned a docket no. and the same would be forwarded to the respective LCO for suitable remedy.

5.3 Each complaint forwarded to the LCO is expected to be attended within 8 hours. However complaints received during night time is expected to be attended on the next day. Ninety percent of No Signal complaints of the complaints forwarded to the LCO are expected to be attended within 24 hours of receipt of such complaint.

5.4 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 Authority wherever it pertains to distribution of signals from the node/amplifier of SCV.

5.5 For more details relating to the Redressal of your complaints please see the heading "Procedure and Benchmark for Redressal of Complaints" herein below and SCV's Consumer Charter which has been provided to you.

## **6. Force Majeure:**

If at anytime, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, war like situation, civil commotion, theft, willful destruction, terrorist attack, sabotage of cables, failure in transmission of satellite TV channels, 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 SCV, the Subscriber will not have any claim for any loss or damages against the LCO or SCV.

## **7. Disclaimer:**

The LCO or SCV 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 and SCV 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 deprival of any Programs or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or SCV 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 and SCV 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 SCV or the LCO shall be subject only to the jurisdiction of the courts at Chennai.

## **12. Miscellaneous:**

If any of the provisions of these Terms becomes or is declared 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.

## **II. PROCEDURE AND BENCHMARK FOR REDRESSAL OF COMPLAINTS**

We have set up a centralized helpline no. 1800 102 0728 to assist you should the need arise. This service is available from 0800 hours to 00:00 hours every day. Executives will be available to answer Your queries in Hindi/English and Tamil.

For each complaint you will be issued a Docket/ticket No. and the same would be forwarded immediately to the concerned LCO for redressal. Whilst issuing you the docket no. (Which shall inter alia contain the date and time of registration of the complaint) we shall also inform you the likely time period within which your complaint shall be resolved.

All complaints (other than complaints relating to billing) shall be responded by SCV/LCO within eight hours of the receipt of your complaint. Complaints received during the night shall be attended to the next day. If we are unable to respond to you within the stipulated time then we shall communicate to you the reasons for us being unable to respond to you within the time stipulated above.

At least ninety percent of all “no signal” complaints received by us or our local cable operator shall be redressed by our local cable operator and signals will be restored by our local cable operator within twenty

four hours of the receipt of the complaint by us or by our local cable operator save and except in cases of natural calamities.

At least ninety percent of all complaints received by us or our local cable operator (save and except complaints relating to billing) shall be redressed within forty eight hours of the receipt of the complaint.

All complaints relating to billing shall be resolved within seven (7) days of the receipt of the complaint from you. After the complaint has been resolved which resolution is satisfactory to you and us, in case you become entitled to a refund, we shall Endeavour to make the refund to you within thirty (30) days of the receipt of your complaint by us.

Records for all your complaints shall be maintained and kept by us only for a period of three (3) months from the date of resolution of the complaint.

We have also appointed a Nodal Officer an officer responsible for redressal of complaints.

The names, addresses and contact details of our Nodal Officer are stated herein below:

### **Mr. Y.K.Gopinath**

Email: [che.nodal@scv.in](mailto:che.nodal@scv.in)

Office: Tel No: 044 4961 6161

Fax No: 044 4961 6171

Mobile No: 80560 82329

Address: 229, Kutchery Road,  
Mylapore, Chennai 600 004.

**Customer Care No. 1800 102 0728**

In case you are not satisfied with the redressal of your complaint by our Complaint Centre you may approach the Nodal Officer. You may send your complaint to the Nodal Officer by a letter in writing, or through telephone (preferably the telephone number which you have registered with us) or by Short Messaging Service (“SMS”) or through online.

Our Nodal Officer shall issue an acknowledgement to you within two days of the receipt of your

by us and give you a unique complaint number.

Our Nodal Officers shall resolve your complaint within ten working days from the receipt of your complaint by us.

### **III. MISCELLANEOUS**

Please also refer to the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations 2012 for further details of the duties and obligations of SCV and its local cable operators and the rights and duties of the subscriber

### **SCV GO GREEN INITIATIVE**

It is our constant endeavor to reduce our carbon footprint and work towards a greener and cleaner tomorrow. As a step towards achieving this goal, we have taken the initiative to provide our set top box customers with bill in electronic form e-bill. Save paper. Save trees. Here's why switching to e-bill is beneficial. 50% of the world's forest cover has already been cleared or burnt out 42% of the industrial wood harvest is used to make paper Pulp and paper mills are among the worst air, water and land polluters across industries Every year, paper making plants release millions of toxic chemicals into the environment The minute you switch to e-statements, you avoid adding to these statistics. We urge you to join us in this effort to preserve our forests by continuing only with e-bills. In case you wish to continue receiving hardcopy statements for your set top box or have any further clarifications, we request you to contact our call center.