

## **TAMIL NADU ARASU CABLE TV CORPORATION LIMITED (TACTV)**

### **Consumer Charter**

In this charter, for the sake of convenience, TACTV shall be referred to as "We" "Us" "Our" or "TACTV" and the consumer/customer shall be referred to as "You" or "Subscriber".

TACTV currently offers Standard Definition (SD) Services and provide High Definition (HD) Services, STB would be different from that of SD STB.

Since a cable network, the availability of service, would depend on the technical and operational feasibility i.e. the reach of the network in your locality. You are advised to read through this charter carefully.

We shall be entitled to revise the Alternate Tariff Packages (ATP) entirely at our discretion. Warranty for ATP is twelve months & for STP is 36 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 DVB(C).

To avail of a STB, contact your Local Cable Operator. Fill up the Consumer Application Form ("CAF") with your personal details and the location where the service is to be availed at. Choose the type of service required, the STB scheme and pay the appropriate amount.

Be sure to carry and submit your address proof, photo identification and ensure that you enroll one mobile number as a registered mobile number, so that you can log in complaints from the same.

Your CAF contains a Unique Identification Number which you shall remember and quote in all your future 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, 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, your LCO 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 date of 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.

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.

### **Quality of Signal at your Location**

We through the LCO would endeavor to deliver the signals to your location keeping the following technical parameters in mind.

S. No.	Parameters	Value
1	Maximum and Minimum Carrier Levels	47 dB $\mu$ V min. for 64 QAM 67 dB $\mu$ V max. for 64 QAM 54 dB $\mu$ V min. for 256 QAM 74 dB $\mu$ 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**

You are advised to approach the LCO for any complaints in the first instance and in case of non-redressal of complaints or the complaints beyond the control of the LCO may be addressed to TACTV.

We have set up a centralized help line no. 1800-425-2911(Toll Free) to assist you should the need arise. This service is available from 0800 hours to 2300 hours every day. Executives will be available to answer your queries in Tamil & English .

For each complaint you will be issued a Docket/Ticket No and the same would be forwarded to the LCO for redressal.

You are advised to use the service of Integrated Voice Response system (IVRS) which may be installed by us in near future.

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

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 endeavor to make the refund to you within thirty (30) days of the receipt of your complaint by us.

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.

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 for our digital addressable network. Details of the Nodal Officer are as

follows:

1. Mr

Email ID :

Office Tel No.:

Fax No.:

Address:

2 Mr

Email ID :

Office Tel No.:

Fax No.:

Address:

In case you are not satisfied with the redressal of your complaint by your LCO or our Complaint Centre, you may approach the Nodal Officer. You may send your complaint to the Nodal Officer by a letter in writing.

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

### **Selecting your Channels/Packages**

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") channels and please be noted that 25 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 TACTV or choose one or more of the Pay channels in A-la-carte mode or as packages or a combination of both at the prices indicated on the Consumer Registration Form ("CAF"). All prices are exclusive of taxes.

Once you have chosen your subscription package, we shall not change the composition of your subscription package for a period of three months from the date of your enrolment to such subscription package unless you have defaulted in paying your monthly subscription charges i.e. you have failed to pay your monthly bill within 15days from the bill date. This is applicable only for post paid customers. 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. 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.

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 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.

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 in full within 15 days of the bill date. Failure to do so will attract an interest penalty of 12% simple interest. You will be issued a receipt for the payment made by you towards your bill by your LCO or by us as the case may be.

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.

As per the choice of channels made, kindly pay the LCO/TACTV 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 familiarize yourself with its functions. Happy Digital viewing.

### **Disconnection, Suspension and Reconnection of Services**

You can disconnect/suspend the services whenever you wish as long as the same is communicated to the LCO/TACTV office in writing in ADVANCE with a notice of 15 days. 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.

If Services have been disconnected by TACTV with intimation to the subscriber, no charges will be payable by the subscriber including STB rentals, if any.

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

months. We shall give you a prior notice of fifteen (15) days before disconnecting the cable services that we are providing to you and we shall also give you the reason for our disconnection of your cable services. Prior notice of 3 days will be given on screen if we are to shut down services for preventive maintenance for a period of up to 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 service area where your existing cable service connection is situated, you will have to submit the CAF duly filled in appropriately in duplicate 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 acknowledgment of receipt.

Your CAF contains a Serial Number which you should remember and quote in all your communications to us whilst your application for shifting 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. In case it is not technically or operationally feasible for us to shift your existing cable service 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 shift your existing cable services 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 shifted to the new premises.

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.

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

**Force Majeure:** If at any time, during the continuance of the Cable Service, the Cable Service is interrupted, discontinued either whole or in part, by reason of war, war like 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 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 TACTV, the Subscriber will not have any claim for any loss or damages against the LCO/ TACTV.

**Disclaimer:** The LCO/ TACTV 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 TACTV 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 deprivation of any program or information not attributable to any negligent act or omission on the part of TACTV. Provided however the maximum liability of TACTV for any actual or alleged breach shall not exceed the Subscription paid in advance but was deprived due to such breach.

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

**Jurisdiction:** All consumer disputes relating to individual consumer with respect to the Terms between the Subscriber and TACTV shall be subject to Chennai jurisdiction.

**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 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 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 TACTV'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.

i. Collection and receiving your CAF and informing you of any deficiencies therein;

- ii. Installation of your STB;
- iii. Attending to complaints regarding the cable problems in local area and the functioning of your STB;
- iv. Maintaining quality of signals at your premises;
- v. Disconnection, suspension, reconnection and shifting of STBs.