

MANUAL OF PRACTICE



A. NAME AND ADDRESS OF THE MSO

Registered Office

GTPL Hathway Limited
202, 2nd Floor, Sahajanand Shopping Centre,
Opposite Swaminarayan Mandir,
Shahibaug, Ahmedabad-380004
Phone: 079-25626470

Corporate Office

GTPL Hathway Limited
GTPL House, Shree One Building, FP No. 50,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380059
Phone: 079-61400000

B. TERMS & CONDITIONS OF SERVICE OFFERED BY GTPL HATHWAY LIMITED

Preamble:

These terms and conditions are to be read together with the Customer Application Form (CAF). GTPL Hathway Limited shall be referred to as “GTPL” henceforth hereunder.

The terms defined below have the meanings ascribed to them wherever they appear in this Terms and Conditions and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same and vice versa.

Definitions:

1. **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 transmission of programs including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels.
2. **Authority** means Telecom Regulatory Authority of India (TRAI) established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997).
3. **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).
4. **Broadcaster** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.

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5. **Cable Service** means the transmission by cables of program including retransmission by cables of any broadcast television signals.
6. **Cable Television Network** means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
7. **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.
8. **Local Cable Operator** or **LCO** means a person registered under rule 5 of the Cable Television Networks Rules, 1994.
9. **Multi-System Operator** or **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 and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.
10. **Pay Channel** means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers.
11. **Program** means any television broadcaster and includes
 - a. Exhibition of films, features, dramas, advertisements and serials.
 - b. Any audio or visual or audio-visual live program or presentation and the expression "programming services" shall be construed accordingly.
12. **Service Provider** means the Government as Service Provider and includes a licensee as well as any broadcaster, multi system operator (MSO), local cable operator or distributor of television Channels.
13. **Set Top Box** or **STB** means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels.
14. **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.

Terms of Provision of Service:

1. GTPL's Cable Service shall be made available to the Subscriber with effect from the date of activation of the STB.
2. The Subscriber shall fill in the Customer Application Form (CAF) and submit the CAF to the Local Cable Operator (LCO) or GTPL (as the case may be). The Subscriber shall ensure that the information stated in the CAF is complete and accurate in all respects and shall immediately notify GTPL or its LCO of any change thereto.

3. Photo identification and address proof shall be submitted along with the CAF by the subscriber; else the CAF will be treated as incomplete or deficient. The LCO/GTPL shall return the acknowledgement slip of the CAF to the subscriber duly acknowledged.
4. The CAF contains a Unique Identification Number ("UIN") which the subscriber shall remember and quote in all the communications to GTPL whilst the application is under process.
5. Incomplete CAF shall be rejected, and the deficiencies shall be informed to the subscriber by the LCO.
6. Subject to technical and operational feasibility at the location requested by the subscriber, GTPL itself or through its LCO, shall within two days of the receipt of application (assuming that the CAF is correctly filled without any deficiencies and that necessary payments have been received) have the connection set up at the subscriber's premises.
7. In case of technical or operational non-feasibility at the location requested by the subscriber, GTPL or its LCO will inform the Subscriber about the same, within timelines as prescribed under the regulation from the date of receipt of the CAF by GTPL or LCO, as the case maybe.
8. The subscriber shall have the option to select channel package or channels on an a-la-carte basis, as and when offered by GTPL.
9. Except in case of outright purchase of the STBs by the Subscriber, the STB is merely licensed to the Subscriber by GTPL to avail the Channels for one TV set only and shall at all times be the exclusive property of GTPL.
10. The Subscriber shall ensure the safety and security of the STBs and take reasonable care to prevent any unauthorized use, theft, misuse, damages, loss etc. to the STBs.
11. All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, and refund shall be subject to the rules, regulations, notifications and guidelines as may be specified by the Authority or as may be applicable from time to time.

Other Terms& conditions:

1. **Disclaimer:** The LCO / GTPL shall make reasonable efforts to render uninterrupted Service to the Subscriber and shall make no representation and warranty other than those set forth in the Terms of provision of service 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.
2. **Limitation of Liability:** LCO, Distributors and GTPL and its employees thereof shall not be 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 program 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.

3. **Indemnity:** The Subscriber hereby indemnifies and holds harmless the LCO and/or GTPL from all the loss, claim, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) for use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber.
4. **Jurisdiction:** All disputes and differences with respect to these Terms between the Subscriber and GTPL or the LCO shall be subject to the jurisdiction of the courts as prescribed under law.
5. **Miscellaneous:** If any of the provisions of these Terms becomes or is declared illegal, invalid or unenforceable for any reason, 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 mentioned herein in accordance with the regulations framed by the Authority, may be amended by the Authority from time to time and shall be binding on all.

The Terms and Conditions prescribed under the regulation issued by Authority on 3rd March 2017 and as amended from time to time are applicable herewith. Detailed information is available on the official website of Telecom Regulatory Authority of India viz: www.trai.gov.in.

C. DETAILS OF CUSTOMER CARE CENTRE & NODAL OFFICERS:

GTPL has set up a centralized helpline numbers to assist the subscriber should the need arise: 1800-419-0419 (Toll Free) and +91-9727-633-633 (Toll). This service is available round the clock.

The Subscriber shall be guided to and connected with the Complaint Centre in the subscriber's service area through the Interactive Voice Response System ("IVRS"). Executives will be available to answer the subscriber's queries in Hindi / English and the local language of the respective State. Apart from this, GTPL has Customer Service Desks at all Unit / Branch locations, where subscriber's can walk-in and talk to GTPL's representatives for any queries. Details of the unit/branch locations are available on GTPL's website www.gtpl.net under "Contact us".

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

STATE	NAME	POSTAL ADDRESS	CONTACT NUMBER	EMAIL ID
Andhra Pradesh	Diksha Ahuja	First Floor, Brindavan, MIG 75, Sector 01, D. No 1-51-2/2, MVP Colony, Visakhapatnam - 530017, Andhra Pradesh	+91-63572-40633	nodalofficer.ap@gtpl.net
Assam	Princy Joykutty	Second Floor, House No. 29, Debadaru Path, Nr. Rajdhani Masjid, B/H MLA Hostel, Ganeshguri, Dispur, Assam Sachivalaya, Kamrup Metro - 781006, Assam	+91-63572-40632	nodalofficer.asm@gtpl.net
Bihar	Ashwini Purani	First Floor, Reena Villa - 1090, Hotel Novelty International, Nr. Times of India Building, Freaser Road, Patna - 800001, Bihar	+91-63572-40630	nodalofficer.bih@gtpl.net
Delhi	Priya Kotwani	Ground Floor, 258, Okhla Industrial Estate, Phase III, New Delhi - 110020	+91-63572-40644	nodalofficer.del@gtpl.net
Goa	Kashish Tolani	Office No. 108, Gera Imperium Grand, Patto, Panaji, Panjim, Goa, 403001	+91-63572-40637	nodalofficer.ga@gtpl.net
Gujarat	Kapil Mistry	202, 2nd Floor, Sahajanand Shopping Centre, Opp. Swaminarayan Mandir, Shahibaug, Ahmedabad, 380004, Gujarat	+91-81417-66644	nodalofficer.guj@gtpl.net

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STATE	NAME	POSTAL ADDRESS	CONTACT NUMBER	EMAIL ID
Haryana	Krishna Marathi	Shop No. 1355/5, Near Partap Talkies, Railway Road, Rohtak - 124001, Haryana	+91-63570-83573	nodalofficer.har@gtpl.net
Himachal Pradesh	Rajan Odhaviya	215, A/2, Opp. P.G. College, Hamirpur Main Road, Government College, Anu, Hamirpur - 177005, Himachal Pradesh	+91-63572-40643	nodalofficer.hp@gtpl.net
Jharkhand	Sanni Rawat	Unit No. 6 & 7, Third Floor, Commerce House - 1, Shashtri Nagar, Nr. Bank More, Dhanbad - 826001, Jharkhand	+91-63572-40631	nodalofficer.jkd@gtpl.net
Karnataka	Bhupindra Dahiya	231, 3rd Floor, Srinikethana, 2nd Main Road (Sampige Road), 15th Cross Malleshwaram, Bangalore - 560003, Karnataka	+91-63570-83574	nodalofficer.kar@gtpl.net
Madhya Pradesh	Ajay Maru	307 & 308, Third Floor, Shagun Tower, Above Apna Sweets, Nr. Vijay Nagar Circle, Vijay Nagar, Indore - 452010, Madhya Pradesh	+91-63572-40629	nodalofficer.mp@gtpl.net
Maharashtra	Nandani Patil	Survey No. 15, Samarth Park Society, Opp. Abhinav School, Anand Nagar, Singhadh Road, Pune, 411051, Maharashtra	+91-63572-40628	nodalofficer.mah@gtpl.net
Manipur	Anjali Baghel	P O Imphal, Purana Rajbari, PS Porompat, Imphal East - 795005, Manipur	+91-63572-40638	nodalofficer.mn@gtpl.net
Meghalaya	Hinal Zala	Block C, Near Seng Khasi College, Mawlai, Nongpdeng, East Khasi Hills, Shillong - 793008, Meghalaya	+91-63572-40639	nodalofficer.ml@gtpl.net
Nagaland	Virendra Solanki	H/NO-151, Lane-1, Half Nagarjan, Nagarjan, Dimapur East, Dimapur - 797112, Nagaland	+91-63570-83575	nodalofficer.nag@gtpl.net
Rajasthan	Raghu Melakiya	B-35 & 36, Vidhyut Nagar Society, Ajmer Road, Jaipur	+91-63572-40627	nodalofficer.raj@gtpl.net
Tamil Nadu	Subhadra Hadiyel	3rd Floor, 56/05, C P Ramaswamy Road, Alwarpet, Chennai - 600018, Tamilnadu	+91-63572-40634	nodalofficer.tn@gtpl.net
Telangana	Priya Kheradiya	401 & 402, Block B-1, 4th Floor, "White House", Kundanbagh, Begumpet, Hyderabad - 500016, Telangana	+91-63572-40641	nodalofficer.tel@gtpl.net
Tripura	Khushi Dave	Old Guest House Road, Surya Choumoni, Agartala - 799001, Tripura	+91-63572-40640	nodalofficer.tr@gtpl.net
Ut Of Pondicherry	Reshma Bhojwani	No. 66, First Floor, Chetty Street, Vtc Rajbhavan, Puducherry - 605001	+91-63572-40642	nodalofficer.py@gtpl.net
Uttar Pradesh	Swastik Kumar	D-64/29, K-1-R, Bank Colony, Mahmoorganj, Varanasi - 221010, Uttar Pradesh	+91-63570-83708	nodalofficer.up@gtpl.net
Uttarakhand	Sapna Baghel	Ground Floor, Banshi Kunj, Canal Road, Ward-19-C-73, Malla, Gorakhpur, Tikoniya, Haldwani - 263139, Uttarakhand	+91-63570-83705	nodalofficer.utt@gtpl.net

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DETAILS OF PROVISIONS FOR CONSUMER PROTECTION

(A) Disruption in Service

In case signals of television channels to a subscriber are continuously disrupted for a period exceeding seventy two hours, we shall reduce the subscription charges of the subscriber by an amount equivalent to the proportionate distributor retail price and network capacity fee in respect of such channels for the entire period of such disruption, provided that the period of such disruption shall be calculated from the time the complaint is registered by the subscriber. However, the same shall not be applicable in case the disruption is caused due to natural calamities.

(B) Price protection for advance subscription payment

In case, the broadcasting services related to television have been availed by a subscriber with a lock-in period or the charges for subscription of broadcasting services related to television are paid in advance for a specific period by a subscriber in pursuance of any scheme offered by the distributor of television channels, GTPL will continue to provide such services for such period to the subscriber without any increase in the price of subscription and without altering the other terms of subscription to the disadvantage of the subscriber.

(C) Temporary suspension of broadcasting services related to television on request from a subscriber.

- (1) GTPL or its linked local cable operator, as the case may be, will, upon receiving a request from a subscriber, temporarily suspend the broadcasting services related to television of such subscriber, provided that such request shall be made by such subscriber at least fifteen days prior to the date of such suspension; provided further that such temporary suspension shall be for a minimum period of one month and in the multiple thereof.
- (2) GTPL or its linked local cable operator, as the case may be, shall not charge any amount, except the rental amount for customer premises equipment applicable if it is provided to the subscriber under rental scheme, from the subscriber during the period of temporary suspension.
- (3) In case broadcasting services related to television of a subscriber remain suspended continuously for a period exceeding three months, such subscriber shall not be counted as an active subscriber of the distributor of television channels and it shall be permissible for GTPL to deactivate such subscriber from subscriber management system.

- (4) GTPL or its linked local cable operator, as the case may be, shall restore the services within the prescribed timeline upon receiving a request from the subscriber and on payment of restoration fee or reactivation fee as the case may be as mentioned on the website.

(D) Disconnection of services

- (1) GTPL or its linked local cable operator, as the case may be, shall, upon request from the subscriber, disconnect the connection of broadcasting services related to television to such subscriber from the date indicated by the subscriber in his request and refund the deposits due to the subscriber, subject to fulfilment of the terms and conditions, provided that the subscriber shall make such request for disconnection at least fifteen days prior to the requested date of disconnection.
- (2) GTPL shall give prior notice of at least fifteen days to subscriber indicating the reasons for such disconnection by running scrolls on television screen and sending Short Message Service (SMS) to the registered mobile number of the subscriber.

(E) Terms and condition for billing and payment

- (1) GTPL shall be offering our services on pre-paid model only.
- (2) GTPL or its linked local cable operator, as the case may be, shall, in case of pre-paid payments, acknowledge such payments to the subscriber and ensure that the subscriber management system is updated accordingly.
- (3) The billing cycle for pre-paid payment option shall be thirty days from the date of activation of services.
- (4) GTPL shall, on its website, maintain the records of billing and payment of subscribers, for preceding six months and provide log-in access to the subscribers to their accounts and such records of subscriber shall contain itemized usage details of, —
- (a) network capacity fee, if any
 - (b) rental charges for customer premises equipment, if any,
 - (c) charges for pay channels and bouquets of pay channels subscribed by subscriber during the period of billing cycle,
 - (d) taxes in conformity with applicable laws.

GTPL shall temporarily suspend the services of a prepaid subscriber in case of non-availability of balance amount in his prepaid account, provided that in case the services of the subscriber remain suspended continuously for a period of three months, such subscriber shall be deactivated from subscriber management system; provided further that upon the recharge of balance amount in subscriber's account, GTPL may charge an amount not exceeding rupees hundred as re-activation

fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

(F) Relocation of Connection

In case a subscriber requests for relocation of his connection from one location to another location, the Company or its LCO, as the case may be, shall, subject to technical and operational feasibility, relocate the connection within a period of seven days from the date of receipt of such request: Provided that it shall be permissible for the Company or its LCO, as the case may be, to charge from such subscriber- (i) an amount, not exceeding, twice the amount of installation charge prescribed by the distributor, in case, such relocation work involves dismantling of the outdoor equipment of customer premises equipment from old location and reinstallation at new location, or (ii) an amount, not exceeding, the installation charge prescribed by the distributor on its website, in case, such relocation work does not involve dismantling of the outdoor equipment of customer premises equipment from old location.

Explanation: For the purpose of this regulation, outdoor equipment means the dish-antenna, Low Noise Block Converter, connectors and other accessories fastened to the dish-antenna.

D. PROCEDURE & BENCHMARK FOR REDRESSAL OF COMPLAINTS

1. Customer Care / Complaint Centre:

If the Subscriber has any grievance that he/she wishes GTPL to redress, he/she may contact the Complaint Centre/Customer Care Centre, with the details of the grievance, through any of the following modes:

- (a) Website : www.gtpl.net
- (b) E-mail : yoursupport@gtpl.net
- (c) Contact no. : 1800-419-0419 / +91-9727-633-633
- (d) Post/Courier/Walk-in : any branch office or the correspondence address, during normal business hours.

Each complaint will be attended within a prescribed timeframe as per TRAI Regulations. Following is the contact details and complaint redressal timeline (as provided under TRAI regulations) for our Complaint Centers, according to the type of complaint:

Complaint Type	Contact Details	Timeline for redressal of complaint
All complaints	(a) Website: www.gtpl.net	Within 48 hours
	(b) E-mail: yoursupport@gtpl.net	
	(c) Contact no.: 1800-419-0419 / +91-9727-633-633	
"No signal" error	(a) Website: www.gtpl.net	Within 24 hours, and in any case within 3 days
	(b) E-mail: yoursupport@gtpl.net	
	(c) Contact no.: 1800-419-0419 / +91-9727-633-633	
Billing related	(a) Website: www.gtpl.net	Within 48 hours, and in any case within 7 days;
	(b) E-mail: yoursupport@gtpl.net	In case of refund- within 30 days of receipt of complaint
	(c) Contact no.: 1800-419-0419 / +91-9727-633-633	
Malfunctioning of STB	(a) Website: www.gtpl.net	Repair Within 24 hours or replace without any extra charge with a new STB (if covered within Warranty or acquired on hire purchase scheme or rental basis)
	(b) E-mail: yoursupport@gtpl.net	
	(c) Contact no.: 1800-419-0419 / +91-9727-633-633	

**In case GTPL is not able to attend the complaint within the above-mentioned timeframe, for any reason beyond our control, the subscriber shall be communicated with such reasons at the time of responding to the complaint.*

2. Nodal Officer:

In case the Subscriber is not satisfied with the redressal of the complaint by the Complaint Centre, the subscriber may approach the Nodal Officer appointed by GTPL for the State in which the subscriber is availing the service, with the Ticket number (the unique complaint number a subscriber receives when complaint is registered at GTPL Customer Care) at their respective offices, from Monday to Saturday, between 10:00 am and 7:00 pm, and/or anytime via email (details of which are provided in Clause C, herein above).

The Nodal Officer shall issue an acknowledgement to the subscriber within two working days of the receipt of a complaint and shall give a unique complaint number to the subscriber. The Nodal officer shall resolve or redress the complaints of subscribers within ten working days from the date of receipt of the complaint.

E. INSTRUCTION FOR ACTIVATION AND OPERATION OF SET TOP BOX:

Subject to and in accordance with the terms and conditions of CAF, GTPL, through its engineer or its LCO, shall provide a Set Top Box to the subscriber at the subscriber's Office/dwelling place, to be connected and installed only by GTPL or its LCO. Subscriber registration & activation of services will be done in the SMS (Subscriber Management System) on the basis of the details provided by the subscriber on CAF. The engineer/LCO visiting the subscriber's place for installation/activation shall ensure detailed demo of the product to the subscriber. Besides, the Subscriber can also refer to the STB manual to know about the operating instructions.

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