

**A - NAME AND ADDRESS OF THE SERVICE PROVIDER:**

**Satellite Channels Private Ltd**  
**MANUAL OF PRACTICE**

<b>CORPORATE OFFICE:</b> B-38, 3 <sup>rd</sup> Floor, Lajpat Nagar-2, New Delhi, Pin-110024 India	<b>REGISTERED OFFICE:</b> E-68, Lajpat Nagar-1, New Delhi, Pin-110024 India Tel: 1800112188
<b>WEBSITE: <a href="http://www.scplconnect.com">www.scplconnect.com</a></b>	

**B - TERMS AND CONDITIONS OF SERVICE OFFERED BY THE MULTI SYSTEM OPERATOR:**

**TERMS AND CONDITIONS OF SERVICE AS MENTIONED IN THE SAF (SUBSCRIBER APPLICATION FORM)**

**1. Acceptance of this Manual of Practice:**

By signing this Manual of Practice and returning it to our concerned linked operator at its address, or by utilizing SCPL's digital addressable service, you are hereby accepting this Manual of Practice (together with all of its attachments and the policies attached here to) and agreeing to abide by its terms and conditions as may be amended from time to time. If you do not accept this Manual of Practice, you should not utilize the services offered here by SCPL. Please take the time to read this Manual of Practice carefully. The terms and conditions of this Manual of Practice may be amended from time to time by SCPL by posting such changes at [www.siticable.com](http://www.siticable.com). Continuation of use by you after a change to these Terms and Conditions has been posted on the said website by SCPL shall constitute acceptance by you of such changed terms.

**2. Details of Equipments offered to the consumer:**

“STB” (Set-top-box) means a device, which is connected to, or is part of a PVD and which is compatible with and allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system regardless of its brand or manufacture or acquisition source to enable subscriber to view the pay channels.

“VC” (Viewing Card) means the smart card approved and duly branded by SCPL, which when inserted in the STB, enables the STB to decode the service or portion thereof that the subscriber has sought under the Subscription Request.

“SPE” (Subscriber Premises Equipment, also at times referred to as CPE/“Customer Premises Equipment”) means STB, VC and other tools and equipments/device(s) installed/to be installed at the Subscriber Premises in order to receive in unencrypted and descrambled form subscribed channels as per the subscription request.

**3. Service, Installation and Access:**

(a) **Service.** Subject to and in accordance with the terms and conditions of SAF, SCPL will provide to you at your Office/dwelling place within SCPL's coverage area SPE's to be connected and installed only by SCPL or its linked operator, in addition SCPL will also provide the services provided by SCPL and any value

added services as may be authorized directly at the Subscribers Premises through the STB, in accordance with the Subscription Request in return for the initial charges and monthly payments. "Service" means the services provided by SCPL and any value added services as may be authorized directly at the Subscribers Premises through the STB, in accordance with the Subscription Request.

- (b) **Installation and Access.** SCPL will schedule one or more installation visits with you before the Visit is made and you will have to have any one "Permitted Viewing Device" with which STB can be connected. "PVD" means either a viewing device and /or a hearing device which is specifically permitted, being television and personal computer. You or any authorized person on behalf of you must be present at your Office/home/dwelling place during installation. Upon termination of the Service, you shall be obligated to provide SCPL with access to your home/office/dwelling place to recover any/all of its equipments.
- (c) No general or exclusive right to use SCPL Equipment shall be deemed to have been granted to Customer by virtue of this SAF unless it is an outright purchase. Viewing Card will always remain the property of SCPL. The Service includes only provision of integrated service by SCPL and SCPL Equipment is intended to be used only in connection and integration with Service. **Any use of SCPL Equipment for any purpose other than as a part of Service shall be a breach of this Manual of Practice by Customer and shall entitle SCPL to immediately disconnect Service and/or, remove SCPL Equipment.**

#### **4. SCPL Support and Maintenance of the Service in consonance with QoS standards mandated by TRAI:**

SCPL will provide customer support for use of the Service solely on the SPE. SCPL does not guarantee that the support will be available or that SCPL will make the Service work on your PVD not compatible with transmitting digital signals or resolve all problems in connection therewith. Support will be available on a commercially reasonable basis via telephone, via electronic mail or at the SCPL Internet Web Site. Telephone numbers for such customer support are posted on the SCPL internet Web Site and are included in the "Contact Us" section of this Manual of Practice. If your use of the Service requires that SCPL visit your Site for assistance, repair, installation or connection, SCPL shall be entitled to charge its then prevailing rates for such visit.

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. Warranty shall not extend to any other equipment except STB. 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.15/- per month. Alternative, Rs.50 per visit will be charged as visiting charges on any complaint. Further details in this behalf are available in the Terms and conditions Section.

All STBs are fully compliant with Indian Standards, set by the Bureau of Indian Standards as well as the International Standard DVB(C).

All Consumer complaints to be responded within 8 hours; *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;

(b) 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;

(c) 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 consumer and refunds, if any, shall be made to such consumer within thirty days of receipt of the complaint.

Prior notice of 15 days will be given for disconnection of services to the consumer. Similarly, the consumer has to give prior notice of minimum 15 days for making request for disconnection.

No charges, other than rentals for STB to be charged, in case the connection is suspended on the request of the consumer for a period of minimum one month to maximum three months.

SCPL is offering cable TV services with both pre-paid & post-paid payment options and be responsible for generation of bills to the consumers.

SCPL is offering four schemes for STB's to the consumer's namely outright purchase, operating lease, hire purchase and rental.

SCPL has published a manual of practice which is provided to the consumer at the time of enrolment. The manual of practice is in Hindi, English and local language of the state, which is available at all its offices and website.

The security deposit for the STB's will refunded within 7 days of surrender of the STB along with accessories and VC by the consumer in good working condition.

SCPL website namely [www.scplconnect.com](http://www.scplconnect.com) has details of services being offered, rate of services being offered.

## **5. Quality of Service parameters specified by TRAI**

1. A standard application form giving all details to be used for providing services such as connection, disconnection, shifting & return of STB's etc.
2. Prior notice of minimum of 15 days to be given for disconnection of services to the consumer. Similarly, the consumer to give prior notice of minimum 15 days for making request for disconnection.
3. No charges, other than rentals for STB to be charged, in case the connection is suspended on the request of the consumer for a period of minimum one month to maximum three months.
4. Operators to publish a manual of practice and also provide it to the consumer at the time of enrolment. The manual of practice should be in the language of the state where cable services are provided apart from Hindi & English.
5. Consumer complaints to be responded within 8 hours.
6. In case consumer is not satisfied with the redressal of his complaints through complaint centre, he can approach the nodal officer of the operator.
7. Every MSO to offer cable TV services with both pre-paid & post-paid payment options and be responsible for generation of bills to the consumers.

8. Operators to offer three schemes for STB's to the consumers namely outright purchase, hire purchase & rental.
9. Minimum warranty of 1 year to be provided for STB's acquired by the consumer under outright purchase scheme.
10. The security deposit for the STB's to be refunded within 7 days of surrender of the STB by the consumer.
11. Every MSO to have a website giving details of services being offered, rate of services being offered.
12. MSO & the cable TV operators to conduct public awareness campaign about the salient features of the provisions of these regulations.

**6. STBs are available under the following schemes:**

Particulars	Security	Monthly STB Rent	Service Tax*	AMC	Total
Option 1	400	55.66	6.88	5	67.54
Security Deposit will be refunded after 3 years or on surrender of STB within 3 years.					

Option 2	800	50.66	6.26	5	61.92
Security Deposit will be refunded after 3 years or on surrender of STB within 3 years.					

Option 3	400	46.8	5.78	5	57.58
Security Deposit will be adjusted over 3 years. If STB is surrendered within 3 years, the unadjusted portion of the security deposit would be refunded.					

Option 4	800	0	0	0	0
Security Deposit will be adjusted over 2 years. If STB is surrendered within 2 years, the unadjusted portion of the security deposit after depreciation would be refunded.					

Option 5					
Free to use against the advance subscription of 2 years.					

Option 6					
Outright sale to subscriber, Price 1800/- + VAT (for SD STB)					

\*Service Tax is subject to change as per GOI

(All prices above are exclusive of taxes, as applicable.)

Above rates are applicable for Standard Definition STBs only. For HD STBs please visit our website [www.scplconnect.com](http://www.scplconnect.com).

To avail of a STB, kindly contact the SCPL Office nearest to you or your Local cable Operator. Fill up the Subscriber Application Form (SAF) with your personal details and the location where the service is to be availed at. Choose the type of service required alongwith the STB scheme and pay the appropriate money.

Be sure to carry/submit your address proof and photo identification and ensure that you enroll one mobile no. as a registered mobile number, for better communication and regular updates. Email id will also facilitate better service standards.

A duplicate copy of the SAF will be issued to you as an acknowledgement copy. Kindly quote the SAF Number 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**

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). 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.60/- per month plus taxes.

You can also skip the BST and directly select any of the packages offered by SCPL 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 Channel Request Form (CRF). All prices are exclusive of taxes.

Please note that if any channel which forms 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.

The TRAI tariff order lays down that apart from the mandatory channels in the BST, cable operators and Multi System Operators (MSOs) will have to provide customers a minimum of five channels of different genres.

The genres which TRAI has named are General Entertainment Channels (GEC) in English, GEC- Hindi, GEC - Regional, Music, News, Movies, Sports, Kids Infotainment and lifestyle.

SCPL 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.

You may also opt for pre paid or post paid billing. If you opt for post paid billing, 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.

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

Please read the STB manual which is inside the STB carton to familiarize yourself with its functions. Call the SCPL Helpline if you face any difficulties.

**7. Your Obligations:**

- (i) To deposit bills raised and payments thereof, in such mode as may be notified from time to time, within the due dates of payments mentioned in the bills, either at the centers publicly informed and notified by SCPL for the collections of bills by way of depositing the billing amount in designated Bank Account, or by paying the same to the authorized persons / cable operators,
- (ii) To use only such STB and apply only such VC issued for such STB, as specified by SCPL, which are compatible with its network and registered in the name of the subscriber.
- (iii) To take proper care of STB/VC of SCPL and intimate immediately in writing to SCPL, in case of loss / misplacement of VC with or without STB. SCPL, shall thereafter, within reasonable time, deactivate the same. Subscriber shall continue to be liable for charges incurred on the said VC until it is so deactivated,
- (iv) Not to use, either before or after the STB (except TV/PVD) of SCPL is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by SCPL
- (v) To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by SCPL
- (vi) Not to remove or shift STB/VC from the subscribers premises, without written consent of SCPL
- (vii) Not to replace, sell, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, alter, misuse or tamper with the STB including the seal (see to prevent opening of STB) and VC. Any such act by the subscriber shall be construed as willful and criminal omission and /or commission on the part of the subscriber in addition to breach of its obligation in this agreement
- (viii) To give all assistance, which SCPL may be reasonably expected to receive, in connection with this SAF terms.
- (ix) Not to indulge in piracy or activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyright of SCPL, broadcaster, transmitter or any other person associated with such transmission
- (x) Not to distribute or redistribute signals from subscribers premises to any neighbouring premises
- (xi) Intimate SCPL within two (2) days of receipt of bill /statement of subscription charge /charges, any discrepancies in billing
- (xii) Subscriber shall not be entitle or transfer or assign its obligations and liabilities mentioned herein to any other person /party under any circumstances, without prior permission of SCPL
- (xiii) To deposit with SCPL, such amount as per the rental scheme/hire purchase scheme opted by subscribers interest free security deposit

- (xiv) To pay monthly rental charges/hire purchase charges to SCPL
- (xv) To return STB /VC to SCPL, on termination of agreement by any party, in good working condition
- (xvi) If the subscriber indulges (whether himself or in association with any other person), or causes any other person to indulge, in any offence pertaining to piracy (including infringement of any copyright, trademark, etc.) of any broadcaster or any other person SCPL shall have the right to deactivate the services of the subscriber, subject to applicable laws/rules/regulations for the time being in force and also have the right to terminate the agreement forthwith, such deactivation and the termination shall be in addition to the consequences and penalties elsewhere mentioned in the agreement
- (xvii) Any damage, loss, theft or STB/VC etc shall be on account of the subscriber and the subscriber shall be liable to make good such damage, loss, theft etc. by paying the Cost of such STB/VC to SCPL
- (xviii) The SAF terms are personal to the subscriber and right of the subscriber shall not be assignable or transferable by him in favor of a third party. Any transfer or assignment effected in contravention of the expressed provision contained herein shall not absolve the subscriber of its obligation/ liabilities
- (xix) Responsible for payment of all taxes, levies or charges, penalties, damage set etc. imposed or under any statute, for the time being in force.

#### **8. Your Warranties, Representations and Indemnifications:**

- (a) **Warranties and Representations.** You warrant, and represent that: you are a major; you will use the Service only in accordance with this Manual of Practice; you will make all payments required herein, and you are a lawful resident of India or an Indian citizen.
- (b) **Indemnification:** You agree to Indemnify and hold harmless SCPL (Its affiliates, subsidiaries, shareholders, officers', directors, employees, contractors, agents and representatives) (together "SCPL indemnified Entities") against any Cost, claim, liability or expense any of the SCPL) Indemnified Entities Incur as a result of or arising out of.
  - (i) Your breach of this Manual of Practice or your warranties and representations made herein;
  - (ii) Your willful, negligent, tortuous or criminal acts or omissions;
  - (iii) Any Improper use of your password, name or user name;
  - (iv) Your violation of any third party rights. In the event of any claim, which, if true, would be subject to Indemnification hereunder, SCPL and/or the affected SCPL Indemnified parties shall notify you and you shall cooperate in their defense at your sole Cost and defense. As part of your Indemnification obligations, you agree to reimburse SCPL for any Costs It Incurs, Including investigation expenses, due to complaints filed regarding your activity (or activity for which you are responsible) using the Service.

#### **9. Your Privacy and Personal Information:**

We consider your privacy to be very important and we assure you that your personal details will not be shared with anyone outside except as and when desired by Government and other statutory authorities.

#### **10. Disclaimers and Limitation of SCPL's Liability:**

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICES PROVIDED BY SCPL ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, 'SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; YOU HEREBY EXPRESSLY AGREE THAT THE USE OF THE SERVICE PROVIDED BY SCPL IS AT YOUR SOLE RISK. ANY AND ALL SCPL SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE"

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED; SCPL MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON YOUR PARTICULAR PVD. SCPL HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, INFORMATION, PROGRAMMES TRANSMITTED THROUGH STB's. IN NO EVENT SCPL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCLUDING LOSS OF PROFITS, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS MANUAL OF PRACTICE OR THE INSTALLATION, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY SCPL, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF SCPL' HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **11. Contact Us:**

- (a) **Billing Information:** Questions or Concerns. If you have questions or concerns or simply would like more Information about the costs you might incur in using the Service or with your particular account, please contact us at: SCPL, B-38 3<sup>rd</sup> Floor, Lajpat Nagar-2, New Delhi 110024.
- (b) **General Information:** For general information about SCPL and SCPL Services, please contact us on Telephone Number: 1800-11-2188(Toll free). For customer service and support, please contact: our website: [www.scplconnect.com](http://www.scplconnect.com)

#### **12. Jurisdiction:**

This Manual of Practice is subject to the jurisdiction of Delhi only Disputes: If you have a complaint regarding any aspect of your service, we encourage you to first contact our Customer Service Department. Billing complaints not made within 30 (thirty) days of the billing in question may not be honored, if you are not satisfied with the manner in which your concern has been addressed after speaking with the Customer Service Department, please submit your complaint in writing to the Nodal Officer SCPL at the address listed on your monthly bill. Should you remain dissatisfied?

**You may contact the corporate office of SCPL at the following address:**

**SCPL, B-38 3<sup>rd</sup> Floor, Lajpat Nagar-2, New Delhi 110024, India or**

**Mail us at: [care@scplconnect.com](mailto:care@scplconnect.com)**

All disputes, controversies, or differences that may arise between the parties out to or in any manner relating to or in connection with the Service or this Manual of Practice, or the breach thereof, shall be submitted to and settled by binding arbitration such arbitration shall be conducted in accordance with the rules of the Indian Arbitration & Conciliation Act. Any arbitration proceeding shall take place Delhi. No demand for arbitration or action or any kind or nature arising out of this Manual of Practice or out of any use of the Services by Customer, shall be brought by a party more than 'one year after the date on which the cause of action first arises. The Courts in Delhi shall have jurisdiction only for the purpose of arbitration the parties hereby agree not to proceed before any other courts then that at Delhi, if more courts (Including courts at Delhi) have jurisdiction over the dispute. You hereby agree that you will bring any such dispute singly and not in combination with claims of other individuals.

#### **C- Instruction for activation and operation of Set Top Box;**

**For instructions for activation and operation of a Set Top box, please visit our website [www.scplconnect.com](http://www.scplconnect.com).**

**D- COMPLAINT REDRESSAL MECHANISM, INCLUDING COMPLAINT REDRESSAL PROCEDURE AND THE TIME LIMITS FOR REDRESSAL OF COMPLAINTS:**

For a response to all queries, requests & complaints you can contact us by:

**Telephone:** 1800-11-2188 (Toll Free)

**Mail:** [care@scplconnect.com](mailto:care@scplconnect.com)

**Visit:** Please refer “Section – B” of this Manual of Practice to find all the POP addresses.

**Post:** B-38 3<sup>rd</sup> Floor, Lajpat Nagar-2, New Delhi 110024, India.

On receipt of a complaint, the same will be recorded in our system and a unique docket number will be provided to the consumer. The complaints of consumer are resolved by our customer care executives. If the complaint requires further resources, we will forward it internally for required actions. The complaint will be solved in a defined Turnaround Time (TAT). The same will be informed to the customer via suitable media.

However, the Turnaround Time for different parameters is as follows:

Service Parameter	Time Limit
Provisioning New Connections	Within 2 Days of receiving your application with Valid Documents (Provided technical Feasibility in your area permits the connection). If there is any deficiency in the application or in case it is technically or operationally not feasible for us to provide you with connection, the same shall be informed to you indicating the reason why, within two working days of the receipt of the application
Fault Repair	Responded to within 8 hours of request and resolved in a maximum of 3 days
Shifting the Connection to your new address within the same city	Attended to within 2 days of written request and resolved in a maximum of 2 Days thereof (Provided technical Feasibility in your area permits the connection)
Closures	Attended to within 24 Business hours
Billing	Attended to within seven days of receipt of the complaint from the consumer and refunds, if any, shall be made to such consumer within thirty days of receipt of the complaint
Refunding your deposits (Refundable Component) After resolution of outstanding charges	Within 7 days of disconnection and return of STB in good working condition

You can track status of the Service Request number via:

**Telephone:** 1800-11-2188 (Toll free)

**Mail:** [care@scplconnect.com](mailto:care@scplconnect.com)

**Visit:** Please refer “Section – B” of this Manual of Practice to find all the POP addresses.

**Post:** B-38 3<sup>rd</sup> Floor, Lajpat Nagar-2, New Delhi 110024, India.

The resolution of the Service Request will be communicated to you via telephone call to your registered contact number or by email. Closure of the Service Request will be communicated via suitable media, if any.

**E - CONTACT ADDRESS, E-MAIL, TELEPHONE NUMBER AND FACSIMILE NUMBER OF THE APPELLATE AUTHORITY AND TIME LIMITS FOR DISPOSAL OF APPEALS:**

In the event, you are still not satisfied with the resolution provided from the Contact Centre, you can approach the Nodal Officer to file an appeal on your complaint. The details of the Nodal Officer for various regions:

Delhi

Name: Mr.Jitender Pal Singh  
Address: B-38 3<sup>rd</sup> Floor, Lajpat Nagar-2, New Delhi 110024, India  
Tel: 9811267770  
Email: vikkis@scplconnect.com

Nodal Officer will resolve the appeal within 10 days of receipt of the appeal.

Nodal Officer is Available on all working days (Monday to Saturday) 10:00am to 6:00pm