



## **SHIVAN JI CABLE NETWORK (SJCN)**

### **CONSUMER'S CHARTER FOR DIGITAL ADDRESSABLE CABLE TV SYSTEMS**

We thank you for the interest shown in availing Digital Cable TV services from SJCN.

**TOLL FREE – 1800 180 3408**

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

SJCN currently offers single type of service – Standard Definition (“SD”). Currently SD service available in all **SJCN** network.

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

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

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

For STBs Details please visit our website [www.shivamcable.com](http://www.shivamcable.com)

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

To avail of a STB, kindly contact the SJCN Office nearest to you or your Local Cable Operator. Fill up Customer/Subscriber Application Form (“CAF/SAF”) 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 and photo identification. And ensure that you enroll one mobile no. as a registered mobile number, so that you can log in complaints from the same and also receive regular updates and payment reminders and receipts of payments made.

Providing your Email ID to us will also facilitate better service standards. Please submit your SAF to the SJCN Office nearest to you or to your local cable operator.

Your SAF contains a Unique Identification Number ("UIN") which you should remember and quote in all your communications to us whilst your application is under process. If there is any deficiency in your SAF, such deficiency shall be made known to you by us in writing, within two days from the receipt of your application by us. As already stated above, in case it is not technically or operationally feasible for us to provide you with the connection we shall inform you of the same indicating to you the reasons why, within two working days of the receipt of your SAF by us. However if it is technically and operationally feasible for us to provide you with a connection, we shall within two days of the receipt of your application (assuming that the SF is correctly filled without any deficiencies and that you have made the necessary payments) have the connection set up in your premises.

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

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

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 choice to make here, so take your time and study what your family requirements are.

You can now choose to opt for the Basic Service Tier ("BST") or create your own BST from the list of Free To Air ("FTA") channels. The total number of channels that you can avail of is one hundred channels of which 18+5 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 SJCN 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.

Once you have chosen your subscription package, we shall not change the composition of your subscription package for a period of six 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 15 days 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 a penalty of 12% simple interest. You will be issued a receipt for the payment made by you towards your bill.

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

You are free to change your billing plans from pre-paid to post-paid and vice versa without any extra charge.

As per the choice of channels made, kindly pay the LCO/SJCN 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. Call the Toll Free Helpline if you face any difficulties.

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

You can disconnect the services whenever you wish as long as the same is communicated to the LCO/SJCN office/Customer Care No. in advance in such instances;

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

You must give the suspension or disconnection letter in writing and at least 15 days in advance.

If services have been disconnected by SJCN 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. One time 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 situate, you will have to submit the SAF 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 SAF to you as an acknowledgement of receipt.

Your SAF contains a Unique Identification Number which you should removver and quote in all your communications to us whilst your application for shifting is under process. If there is any deficiency in you SAF, 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 s 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 SAF 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 SAF 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. **Quality of Signal at your Location**

We 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 | 45 dB $\mu$ V Min. for 64 QAM<br>90 dB $\mu$ V Max. for 64 QAM |
| 2.    | Signal to Noise Ratio              | 26 dB min for 64 QAM falloff the-cliff                         |
| 3.    | Operating Margin (Noise Margin)    | Higher than 4 dB   |
| 4.    | MER                                | 39 dB (64 QAM) min.  |

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

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

### **Redressal of Complaints**

We have set up a centralized helpline no. 1800 180 3408 , 9813748808 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 the local language of the State.

In addition to the Toll Free no. you can also log in complaints from your registered Mobile No. or your registered email ID.

For each complaint you will be issued a Docket/Ticket No. and you can monitor the same through our "Web Based Monitoring System". 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.

In each of the service areas in which SJCN's network operates through its Joint Ventures and its Distributors which are more particularly mentioned herein above a complaint center has been established for redressing your complaints and for addressing service request by you. The complaint centres shall be open and accessible to you between 08:00 hours to 00:00 hrs on all days of the week. Every Complaint Centre has a designated Complaint Officer whose name and contact details are prominently displayed at the entrance to the Complaint Centre. On reaching the Complaints Centre please ask for the Complaint Officer who shall attend to your complaint. Please note that every Complaint Center is also accessible through our Centralized Helpline no. 1800 180 3408 , 9813748808 All complaints (other than complaints relating to billing) shall be responded to within eight hours of the receipt of your complaint by us. 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.

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 within thirty (30) days of the receipt of your complaint by us.

At least ninety percent of all "no signal" complaints received by us 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 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.

Then names, addresses and contact details of our Nodal Officers and the respective Cities/States which they represent are as stated herein below:

1. Mr. Ravinder Malik
2. City: Badhra,
3. Dist.- Bhiwani

4. Email ID: SJCN8808@gmail.com
5. Mobile NO./Office Tel No.- 1800 180 3408 , 9813748808
6. Address:- Shivam Ji Cable Network, Badhra, Haryana, 127308

In case you are not satisfied with the redressal of your complaint by our Complaint Centre you may approach the Nodal Officer appointed for the State in which you are being provided our service. You may send your complaint to the relevant 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 our web based online complaint filling system.

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

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

#### **Rights of the Consumer**

1. to receive Quality of service in accordance with parameters specified by TRAI in its regulations.
2. To get information about the disruption of signals for preventive maintenance.
3. To know about the procedure for connection, disconnection, reconnection, transfer and shifting of services or supply of Set Top Box at the location where the services are requested by the applicant.
4. To receive communication about the technical or operational non-feasibility within 2 days from the date of receipt of the application, to provide connection, disconnection, reconnection, transfer and shifting of services or supply of Set Top Box at the location where the services were requested by the applicant.
5. To know about the response time and time limit for providing connection.
6. To get the copy of Manual of Practice at the time of subscription of service.
7. To get prior notice of 15 days in the event of taking off the air or discontinue exhibition of any channel.
8. To seek legal remedy in case the grievances of the consumer is not settled.

9. To get post-paid bills for the charges due and payable by such subscriber for each month or for such other period as agreed between the parties, for which such charges becomes payable by the consumer.
10. To get information regarding the name, contact addresses and telephone numbers of the persons from whom the Set Top Box can be purchased on outright purchase basis or obtained on rent or hire purchase basis.
11. To get refund of security deposit within 30 days of request of termination of service subject to adjustment of pending dues, if any.
12. Any consumer may, at any time, a. during pendency of Redressal of his grievance under these regulations; or b. Before filling of complaint under these regulations, exercise his right conferred upon him under the Consumer Protection Act, 1986 (68 of 1986) or any other law for the time being in force and seek Redressal of his grievance under that Act.

**Duties and Obligations of Multi System Operator (“MSO”)**

1. To have common format application as specified I Schedule I of the Standards of Quality of Service (Digital Addressable Cable TV System) Regulations, 2012, for seeking connection, disconnection, and reconnection and for obtaining and returning of the Set Top Box, by MSO and Local Cable Operator (“LCO”).
2. To intimate the subscriber about the about the technical or operational non-feasibility within 2 days from the date of receipt of the application, to provide connection, disconnection and reconnection and for obtaining and returning of the Set Top Box.
3. To intimate the subscriber about the about the technical or operational non-feasibility within 2 days from the date of receipt of the application, to provide connection, disconnection, reconnection, transfer and shifting of services or supply of Set Top Box at the location where the services were requested by the applicant.
4. To intimate the subscriber by giving prior notice if at least 15 days about the discontinuing or disconnection of the Cable service and reasons for disconnection.
5. To give prior notice of at least 3 days to subscribers if the disruption of the signals for preventive maintenance is not likely to exceed 24 hours and in case if the disruption is likely to exceed 24 hours then the prior notice of at least 15 days shall be given to the subscriber.
6. To publish Manual of Practice (“MOP”) and the same shall be prepared in English Language and Hindi Language and in the language of the state In which service is provided to the subscriber.

7. To make MOP available at every office, customer care center, at the sales outlets and also at any other place which MSO may consider appropriate.
8. To provide Cable TV services on both prepaid and postpaid payment options.
9. To provide Set top box conforming to the Indian standard.
10. To provide Set top Box with the Minimum warranty of One year.
11. To ensure compliance with Bureau of India Standards.
12. To set up website before providing cable services through Digital Addressable System.
13. To establish, setup and operationalize its subscriber management system.
14. To establish a Complaint center.
15. To ensure that the Complaint center is accessible to the Consumers through a “Consumer Care Number”.
16. To establish a “Web based Complaint Monitoring System”.
17. To appoint a Nodal Officer in every state in which services are being provided.
18. To maintain records of all complaints filled by the consumer and such records shall be kept till the expiry of 3 months from the date of resolution of a Complaint.
19. To publish a “Consumer Charter for addressable Cable TV systems”.
20. To prepare the “Consumers Charter for addressable Cable TV systems” in Hindi, English and the local language of each service area.
21. To file with the Authority by 15<sup>th</sup> January of every year a fresh copy of “Consumers Charter for addressable Cable TV systems” incorporating all the changes effected.
22. To maintain complete and accurate records of Redressal of Complaints by the Compliant Center and Nodal Officer.

**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 Regulations issued there under and 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, warlike 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 SJCN, the subscriber will not have any claim for any loss or damages against the LCO/SJCN.

**Disclaimer:** The LCO/SJCN 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 SJCN and the employees thereof shall be not liable to the subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Cable Service or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Services or for any inconvenience, disappointment due to deprival of any program or information not attributable to any negligent act or omission on the part of SJCN. Provided however the maximum liability of SJCN for any actual or alleged breach shall not exceed the Subscription paid advance to

LCO for such duration of Cable Service, for which the Subscriber had paid in advance but was deprived due to such breach. Paid in advance to LCO for such duration of Cable Service, for which the subscriber had paid in advance but was deprived due to such breach.

**Indemnity:** the subscriber will indemnify and hold harmless the LCO and SJCN 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 disputes with respect to the Terms between the Subscriber and SJCN shall be subject to **Badhra** 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 to remedy hereunder shall be construed or operate as a waiver thereof.

**N.B. (1)** please Note that this Consumer's Charter and the CRF 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 SJCN 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 SAF and informing you of any deficiencies therein; ii. Installation of your STB; iii. Attending to complaints regarding the functioning of your STB; iv. Maintaining quality of signals at your premises;
- v. Disconnection, suspension, reconnection and shifting of STBs.