

MANUAL OF PRACTICE

1. NAME AND ADDRESS OF DISTRIBUTOR OF TELEVISION CHANNELS:

Metrocast Network India Pvt Ltd

Address : 503, Savoy Chambers, Dattatreya Road, Santacruz(West),Mumbai

2. TERMS AND CONDITIONS OF SERVICE OFFERED BY THE DISTRIBUTOR OF TELEVISION CHANNEL

1. Definitions:

- a) **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 programmes including retransmission 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.
- b) **Authority** means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997.
- c) **a-la-carte** or **a-la-carte channel** with reference to offering of a television channel means offering the channel individually on a standalone basis.
- d) **Active Subscriber** for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals.
- e) **Broadcaster** means a person or group of persons or body corporate of any organization or body who after having obtained, in its name, down-linking permission for its channels, from the Central Government, is providing programming services.
- f) **Bouquet** or **Bouquet of channels** means an assortment of distinct channels offered together or as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly .
- g) **Cable Service** or **Cable TV service** means the transmission of programmes including re-transmission of signals of television channels through cables.
- h) **Cable Television Network** or **Cable TV network** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
- i) **Compliance Officer** means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider.
- j) **Customer Premises Equipment** or **CPE** means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, dish antenna, low noise block converter or any other equipment which may be necessary to receive broadcasting services related to television.
- k) **Customer Care Centre** means a department or a section or a facility established under sub-regulation (1) of regulation 25 by the distributor of television for addressing service requests, answering queries, recording of complaints, and redressal of grievances of consumers, by telephonic or electronic means or by any other means.
- l) **Free-To-Air Channel** or **Free-To-Air Television Channel** means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel.

m) "**Lock-in Period**" with reference to subscription of a-la-carte channel or bouquet of channels, means a period of subscription during which a subscriber and the distributor of television channels offering the subscription, are restricted from discontinuing or altering the terms of the subscription of such channel or bouquet of channels.

n) "**Local Cable Operator**" or "**LCO**" means a person registered under rule 5 of the Cable Television Networks Rules, 1994 and who is associated with the Company.

o) "**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 retransmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.

p) "**Network Capacity Fee**" means the amount, excluding taxes, payable by a subscriber to the distributor of television channels for distribution network capacity subscribed by that subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be.

q) "**Nodal Officer**" means the officer appointed or designated by a distributor of television channels under sub-regulation (1) of regulation 28.

r) "**Programme**" means any television broadcast and includes-

(i) exhibition of films, features, dramas, advertisements and serials;

(ii) any audio or visual or audio-visual live performance or presentation; and the expression "programming service" shall be construed accordingly.

s) "**Pay Channel**" means a channel for which fees is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly and which would require the use of an addressable system attached with the receiver set of a subscriber;

t) "**Subscriber**" for the purpose of these regulations, means a person who receives broadcasting services related to television from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services related to television, shall constitute one subscriber.

u) "**Service Provider**" means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels i.e. the Company or local cable operator.

v) "**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.

2. Provision of Service

* For availing the service of the Company, the subscriber shall fill in the Customer Application Form (CAF) in duplicate and submit the CAF to the LCO/the Company as the case may be. The subscriber shall ensure that the information stated in the CAF is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify the Company or its LCO of any change thereto. Photo identification and Address proof is also to be submitted along with the CAF, or else the same shall be treated as an incomplete CAF. The LCO/the Company, as the case may be, shall return the duplicate copy of the CAF to the subscriber duly acknowledged.

* All incomplete CAFs shall be rejected by the Company or its LCO and the deficiencies shall be informed to the subscriber.

* The subscriber can opt for a STB under the three CPE schemes as annexed at **Annexure I**.

- * The subscriber shall have the option to select packages or channels on a la carte basis by ticking the same on the CAF. The subscriber shall select the payment methodology and the payment term on the same along with the STB details where the subscriber wants these channels to be activated. Upon receipt of the fully filled CAF and complete and correct in all respects, the channels selected by the subscriber shall be activated not later than 72 hours of its receipt.
- * Neither the Company nor its LCO shall disconnect a subscriber without giving atleast 15 days' written prior notice. However, this will not apply if the subscriber is found to be the cause of piracy.
- * The subscriber hereby agrees to allow the authorized representatives of the LCO/the Company to enter upon the Installation Address for inspection, installation, removal, replacement and repossession of the Hardware under the Terms hereof. This clause survives the termination until all the dues are paid and the Viewing Card ("VC") along with the STB owned by the Company is returned to the Company in satisfactory working condition.
- * The Cable Service and the license to use the VC shall be for personal viewing of the subscriber/s and for his family members only. No assignment of VC shall be valid unless the same is approved in writing by the Company. Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of service and the subscriber shall also be liable to pay damages.
- * The subscriber agrees and acknowledges that the VC has been merely licensed to the subscriber by the Company to avail the Channels for one TV set only and shall at all times be and remain the exclusive property of the Company and that the subscriber has been fully explained and accepts that any unauthorized relay or retransmission of the signal will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of Service, attract civil and/or criminal liability under the law.
- * All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, refund shall be subject to the rule, regulation, notification, guidelines as may be specified by the Authority or as may be applicable from time to time.

3. Obligations of subscribers:

The subscribers hereby undertake the following:

- i. To make timely payment of dues within the due dates of payments mentioned in the bills;
- ii. To use only such STB and apply only such VC issued for such STB, as specified by the Company, which are compatible with its network and registered in the name of the subscriber;
- iii. To take proper care of STB/VC of the Company and intimate immediately in writing to the Company, in case of loss/misplacement of VC with or without STB;
- iv. Not to use, either before or after the STB (except TV/PVD) of the Company is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by the Company;
- v. To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by the Company and notto remove orshift STB/VC from the subscribers' premises, without written consent of the Company;
- vi. 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 wilful and criminal omission and /or commission on the part of the subscriber in addition to breach of its obligation in this agreement;
- vii. To give all assistance which the Company may be reasonably expected to receive, in connection with this CAF terms;
- viii. 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 the Company, broadcaster, transmitter or any other person associated with such transmission;
- ix. Not to distribute or redistribute signals from subscribers' premises to any neighbouring premises;
- x. Intimate the Company within two (2) days of receipt of bill/statement of subscription charge/charges, any discrepancies in billing;

- xi. Subscriber shall not be entitled or transfer or assign its obligations and liabilities mentioned herein to any other person /party under any circumstances, without prior permission of the Company;
- xii. To return STB /VC to the Company on termination of agreement by any party, in good working condition, depending on the CPE scheme opted by the subscriber;
- xiii. The CAF terms are personal to the subscriber and right of the subscriber shall not be assignable or transferable by him in favour 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;
- xiv. Responsible for payment of all taxes, levies or charges, penalties, damage set etc. imposed or under any statute, for the time being in force.

4. Nodal Officers:

- In case a subscriber is not satisfied with the redressal of complaint by the customer care centre, such subscriber may approach the nodal officer of the distributor of television channels for redressal of his complaint.

*The nodal officer shall-

- (a) register every complaint lodged by the subscribers;
- (b) issue an acknowledgement to the subscriber within two days from date of the receipt of the complaint indicating therein the unique complaint number;
- (c) redress such complaints of subscribers within ten days from the date of receipt of the complaint and intimate the decision taken thereon in respect of such complaint to the subscriber.

Sr. No.	State/City	Particulars of the Nodal Officer
1	Maharashtra	Name: Email ID Mobile No.: Address:
2	Karnataka	Name: Email ID Mobile No.: Address:
3	Goa	Name: Email ID Mobile No.: Address:

5. Details of provisions for consumer protection as specified in these regulations:

a) Disruption in service

- In case signals of television channels to a subscriber are continuously disrupted for a period exceeding seventy-two hours, the distributor of television channels or its linked local cable operator, as the case may be, 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: Provided further that nothing contained in this sub-regulation shall apply 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, the distributor shall 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 discontinuation of service

* Every distributor of television channels or its linked local cable operator, as the case may be, shall, 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.

* The distributor of television channels 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 as referred to in sub-regulation (8) of regulations 24, from the subscriber during the period of temporary suspension.

* 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 the distributor to deactivate such subscriber from subscriber management system.

* Every distributor of television channels or its linked local cable operator, as the case may be, shall, upon receiving a request from the subscriber, restore services within seventy-two hours and may charge an amount

i. not exceeding Rs 25/- as restoration fee from the subscriber for restoration of services if such services have remained suspended continuously for a period not exceeding three months, or

ii. not exceeding Rs 100/- as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

d) Disconnection of services

- Every distributor of television channels 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 for providing services as agreed by the distributor and the subscriber, within seven days thereafter: 10 Provided that the subscriber shall make such request for disconnection at least fifteen days prior to the requested date of disconnection.

- No distributor of television channels or its linked local cable operator, as the case may be, shall disconnect the broadcasting services related to television to a subscriber without giving a prior notice of at least fifteen days to such subscriber indicating the reasons for such disconnection and the period of fifteen days shall be reckoned from the date of issue of such notice of disconnection to the subscriber.

- The notice for disconnection of broadcasting services related to television referred in sub-regulation (2) shall be communicated by the distributor of television channels by running scrolls on television screen and sending Short Message Service (SMS) to the registered mobile number of the subscriber: Provided that it shall be permissible for the distributor, in addition to sending the notice in the above-referred manner, to employ other means of communicating the notice to the subscriber such as e-mail, b-mail and other methods as may be deemed appropriate.

e) Terms and conditions for billing and payment

- The Company shall be offering our services on pre-paid model only.

- The Company 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.

- The billing cycle for pre-paid payment option shall be thirty days from the date of activation of services.

- The Company 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 itemised usage details, —

(a) network capacity fee,

(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. 11

- The Company 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, the Company 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, 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.

6. Procedure and benchmark for complaint redressal

The Company has established a customer Care Centre for addressing the service requests and complaints of its subscribers with following features:

(a) Toll free “customer care number” – **18004259800 (Karnataka) 18002332800 (Maharashtra)**

(b) The services are accessible between 08:00 hrs and 22:00 hrs on all days of the week,

(c) provide services in the regional language of the service area in addition to Hindi and English

(d) Interactive Voice Response System (IVRS) with provision for complaint registration

(e) The Company also has a web based complaint management. The Turnaround Time for different parameters is as follows:

(a) all complaints shall be responded to within eight hours of receipt of the complaint: Provided that complaints received after the office working hours shall be responded by the next working day;

(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) all complaints relating to billing shall be redressed within seven days of receipt if the complaint from the subscriber and refunds, if any, shall be made to such subscriber within thirty days of receipt of the complaint;

(d) at least ninety percent of all other complaints not covered under clause (b) and clause (c) shall be redressed within forty-eight hours of receipt of such complaints; no complaint, except billing related complaints referred to in clause (c), shall remain unresolved beyond seventy-two hours.

7. Force Majeure:

If at any time, during the continuance of Service, the service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, wilful 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 others Acts of God, or if any or more channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of the LCO or the Company, the subscriber will not have any claim for any loss or damages against the LCO or the Company.

8. Disclaimer:

The LCOs/the Company will make reasonable efforts to render uninterrupted service to the subscriber and make no representation and warranty other than those set forth in the terms and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for particular purpose.

9. Limitation of Liability:

LCO, Distributors, the Company and the employees thereof shall be not liable to the subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the service or inability to provide the same whether or not due to suspension, interruption or termination of the service or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or Distributor or the Company 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.

10. Indemnity:

The Subscriber hereby indemnifies and hold harmless the LCO, MSO from all the loss, claims, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or cause of for use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber.

11. Jurisdiction:

All disputes and differences with respect to these terms between the subscriber and the Company or the LCO shall be subject only to the jurisdiction of the courts at Mumbai for Maharashtra –Goa Region and Belagvi for Karnataka Region.

12. Miscellaneous:

If any of the provisions of these terms becomes or is declared illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof.

Terms may be amended by the authority from time to time and shall be binding on all.

Schedule I

SET TOP BOX SCHEMES, TYPE, PRICE AND TERMS AND CONDITIONS

The Company has following Set Top Box Schemes:

a) Outright purchase scheme

Sl.No	Type of Set Top Box	MRP (Rs.)
1	Standard Definition (SD)	900

General Terms and Conditions:

1. The Company reserves the right to change the price of the STB from time to time.
2. The STB purchased under this scheme is inclusive of taxes.
3. The STB purchased under this scheme has a warranty of one year, which is applicable from the date of purchase of the STB.
4. The warranty of one year is not valid in case the STB has been tampered with or damaged by the subscriber.
5. The ownership of the STB under this scheme vests with the subscriber.
6. Post the warranty period, the Company reserves the right to charge the subscriber for the repairs as per the rates to be announced by the Company from time to time.
7. In case subscriber requests for relocation of his connection from one location to another, it shall be in accordance with Regulation 14 of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017.
8. In case of temporary suspension of broadcasting services related to television on request from a subscriber, it shall be in accordance with Regulation 12 of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017.
10. Any extra remote for STB would be given on payment of Rs. 150/- (excluding applicable taxes, if any) per remote.

b) Rental scheme

Sl.no. Type of Set Top Box (STB) Monthly Rental (in Rs.) Security Deposit

- 1 Standard Definition Rs. 75 Refundable security deposit of Rs. 800
- 2 High Definition Rs. 100 Refundable security deposit of Rs. 1200

General Terms and Conditions:

1. The Rental under this scheme is to be paid for a period of 3 years.
2. The Monthly rental to be paid is exclusive of Taxes.
3. After three years of rental payment, no rent is payable by the subscriber. The Set Top Box shall become the property of the subscriber except the smart card/viewing card.
4. Till last rental is paid, the STB remains the property of the company.
5. The company would service the STB during the period of three years as per the relevant provisions of the "The Telecommunication(Broadcasting and Cable Services) Standards of quality of Service and Consumer Protection (Addressable Systems Regulations, 2017).
6. Post the term of 3 years, the company reserves the right to charge the subscriber for the repairs as per the rates to be announced by the company from time to time.
7. The Company would charge onetime installation Fee of Rs. 350 (exclusive of taxes) and onetime activation fee of Rs. 100 (exclusive of taxes) per STB under this scheme.
8. After the expiry of three years from the date of installation of set top box and payment of all outstanding amount, the entire security deposit shall be refunded to the ordinary subscriber without any deductions.
9. The full security deposit without any deduction subject to any outstanding payment shall be refunded to the subscriber, if he returns the set top box, at any point of time, within a period of three years, provided that the set top box has not been tampered with.

10. In case subscriber requests for relocation of his connection from one location to another, it shall be in accordance with Regulation 14 of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017.
11. In case of temporary suspension of broadcasting services related to television on request from a subscriber, it shall be in accordance with Regulation 12 of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017.
12. Any extra remote for STB would be given on payment of Rs. 150/- (excluding applicable taxes, if any) per remote.

c) Set Top Box Schemes

The Company reserves right to formulate other CPE scheme in future in line with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 and the same shall be intimated to the subscribers as and when they are announced.

Last updated on 15th December, 2020