

# MANUAL OF PRACTICE

**Consumer Care Number : +91-88995-95033**

## **Details of Nodal Officers:**

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## **I. TERMS & CONDITIONS ON WHICH TAKEONE JK MEDIA SHALL PROVIDE ITS SERVICE**

### **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 signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices having an activated Conditional Access System at the premises of the subscriber within the limits of the authorization made, through the conditional Access System and Subscriber Management System on the explicit choice and request of such subscriber, by the cable operator to the subscriber.

(b) “**alternative tariff package**”(ATP) means a tariff package which TakeOne JK Media may offer, in addition to the standard tariff package, for supply of a set box to the subscriber for receiving programs;

(c) “**Authority**” means Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory, Authority of India Act, 1997 (24 of 1997);

(d) “**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);

(e) “**Broadcaster**” means any person including an individual, group of persons, public or body corporate, firm or any organization or body who or which is providing programming services and includes his or her or its authorized distribution agencies;

(f) “**Basic Service Tier**” means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscribe, for a single price to the subscribers of the area in which his cable television network is providing service;

(g) “**DAS Area**” means the area where in terms of notifications issued by the Central Government under sub-section (1) of the section 4A of the Cable Television Networks (Regulation Act, 1995 (7 of 1995) it is obligatory for every cable operator to transmit or re-transmit programs of any channel in an encrypted form through a digital addressable system;

(h) “**LCO**” means a Local Cable Operator or cable operator associated with TakeOne JK Media i.e. person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network;

(i) “**Cable Service**” means the transmission by cables of a set of programs including retransmission by cables of any broadcast television signals;

(j) “**Cable Television 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;

(k) “**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;

(l) “**multi system operator (MSO)**” means a cable operator who has been granted registration under

Rule 11 of the Cable Television Networks (Amendment) Rules 2012 a and who receives a programming service from a broadcaster or his authorized agencies and retransmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more cable operators, and includes authorized distribution agencies by whatever name called and also includes TakeOne JK Media;

(m) “**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;

(n) “**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 programme or presentation and the expression

(o) “**programming service**” shall be construed accordingly; “service provider” means the Government as service provider and includes a licensee as well as any broadcaster, multi system operator (MSO), cable operator or distributor of TV channels and includes TakeOne JK Media;

(p) “**set top box**” or “STB” means a device, which is connected to, or is part of a television set and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay and FTA channels through an addressable system;

(q) “**standard tariff package**” (STP) means a package of tariff as may be determined by the Authority for supply of a set top box to the subscriber by a service provider for receiving program;

(r) “**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;

(s) “**You**” means the subscriber;

(t) “**CAF**” means Customer Application Form;

(u) “**We**”, “**Our**” means TakeOne JK Media Transmission Private Limited or TakeOne JK Media.

## **2. Provision of Service**

2.1 TakeOne JK Media's cable service shall be made available to the subscriber with effect from the date of activation of the STB and on terms and conditions contained herein and also contained in the consumer charter (a copy of which has been made available to the subscriber simultaneously with this form) which the subscriber hereby unconditionally accepts and undertakes to abide.

2.2 The subscriber shall fill in the CAF in duplicate and submit the CAF to the LCO. 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 TakeOne JK Media or its LCO of any change thereto. Photo identification and Address

proof has also to be submitted along with the CAF, or else the same shall be treated as an incomplete CAF. The LCO shall return the duplicate copy of the CAF to the subscriber duly acknowledged.

2.3 All incomplete Customer Application Forms shall be rejected TakeOne JK Media or its LCO and the deficiencies shall be informed to the subscriber.

2.4 The LCO will respond within 2 working days of receipt of application, and inform the subscriber of the deficiencies and shortcomings in the CAF submitted by him.

2.5 In case of technical or operational non feasibility at the location requested by the subscriber, TakeOne JK Media or its LCO will inform the subscriber the reasons for the same within 3 working days from the date of receipt of the CAF by TakeOne JK Media. In the event, the STB is not installed within two working days, a rebate of Rs.15/-per day for the first five days and Rs. 10/- per day thereafter will be offered to the subscriber.

2.6 The Subscriber can opt for a STB under the Hire Purchase scheme or a 3 year rental scheme or on a one time activation fee as mentioned overleaf by TakeOne JK Media.

2.7 Under the Hire Purchase Scheme, the ownership of the STB will be transferred upon payment of the last monthly installment as stated overleaf. However till such time, that all the installments are fully paid to TakeOne JK Media, TakeOne JK Media shall remain and continue to remain the sole and absolute owner of the STB.

2.8 Under the 3 year rental scheme, the ownership of the STB will be transferred upon payment of the last monthly rental payment.

2.9 Under a onetime registration charge scheme the STB is provided on a Free to Use Basis to the subscriber. STB remains at all times the property of Take One JK Media and after 5 years of usage it will transferred to the subscriber at no cost. Please note that the pamphlet containing the instructions for activation and operation of the STB has been inserted in the container which contains the STB.

2.10 Under all the three STB plans, should a subscriber seek termination of TakeOne JK Media's cable services, TakeOne JK Media or its LCO will arrange for a refund of the amount paid as Security Deposit after deducting a fifteen per cent depreciation for each year of usage, provided the STB has been returned to TakeOne JK Media office in a working condition along with all accessories like remote control, AC adapter (if any) and connecting cables and has not been tampered with.

2.11 Monthly rentals for the STB will be payable to TakeOne JK Media and will be a part of the regular invoice raised to the subscriber for the cable services rendered by TakeOne JK Media.

2.12 Each STB comes with a one year warranty. During the warranty period no repair and maintenance charges are payable, provided the STB has been used in normal working conditions and is not tampered with. There is no warranty applicable on the remote control. After the expiry of the warranty period, repairs to the STB would have to be paid for by the subscriber and a replacement STB may be offered, if available.

2.13 Changes in the rates of taxes & Gov. duties will be informed to subscribers and passed on.

2.14 In case of STB malfunction, the LCO will replace or repair the STB within 72 hours of receipt of complaint. Repair charges will be payable if the STB is out of warranty period.

2.15 Refund of security deposit will be made available to the subscriber within seven days

upon receipt of STB, provided the same has not been tampered with.

2.16 STB will not be made available to a subscriber on rental scheme again if he/she has already availed of this at the same location in the past.

2.17 The subscriber shall have the option to select packages or channels on an a la carte basis by ticking the same on the CRF. 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 CRF and complete and correct in all respects, the channels selected by the subscriber shall be activated within 48 hours of its receipt.

2.18 Composition of channels in any package that the subscriber has availed of will not be altered for a period of six months from the date of enrolment. Should there be a change in the same due to any channel becoming unavailable on our network, an alternative channel from that genre & language will be provided or a price reduction equivalent to the a la carte rate of that channel will be provided from the date of discontinuation.

2.19 Neither TakeOne JK Media nor its LCO shall disconnect a subscriber without giving 15 days written notice. However this will not apply if the subscriber is found to be the cause of piracy.

2.20 The Subscriber hereby agrees to allow the authorized representatives of the LCO/TakeOne JK Media 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 TakeOne JK Media is returned to TakeOne JK Media in satisfactory working condition.

2.21 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 TakeOne JK Media. 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.

2.22 The Subscriber agrees and acknowledges that the VC has been merely licensed to the Subscriber by TakeOne JK Media to avail the Channels for one TV set only and shall at all times be and remain the exclusive property of TakeOne JK Media and that the subscriber has been fully explained and accepts that any unauthorized relay or re-transmission 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.

2.23 The Subscriber undertakes not to use or cause to be used the VC with any other set top box or device and/or STB with any other VC or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc;

2.24 The subscriber undertakes that he/she shall neither by himself/herself nor allow any other person to modify, misuse or tamper with the Hardware or to add or remove any seal, brand, logo, information etc which affects or may affect the integrity/functionality/identity of the Hardware or otherwise remove or replace any part thereof; nor shall TakeOne JK Media use before or after the STB any decoding, receiving, recording device other than one television set.

2.25 The subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO Distributor/TakeOne JK Media in relation to the Service and/or Hardware or of the channel providers/distributors in relation to any Channel, may become

restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.

2.26 The subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber.

2.27 The subscriber undertakes not to relay, transmit or redistribute the signals/Service to any Person or connect to any other device for any redistribution purpose.

2.28 Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.

2.29 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. Payment obligation:**

3.1 The subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments shall be made either to TakeOne JK Media or its LCO.

3.2 Any payment made after 15 days will attract simple interest @12% per annum on pro rata basis for the number of days delayed.

3.3 Billing dispute if any will be resolved within 7 days.

3.4 Refund, if any will be issued within 30 days following resolution of complaint or before the next billing cycle whichever is earlier.

3.5 The subscriber shall make the payment of Rs. 100 as activation/installation charges.

### **4. Suspensions/Termination of Service:**

4.1 The terms will commence from the date of installation of the Hardware and shall remain in full force and effect unless terminated under the Terms.

4.2 A 15 day notice period will be given if TakeOne JK Media chooses to discontinue providing a channel. The notice of discontinuation shall be published in the local newspaper circulating in the subscribers' locality and shall also be displayed on the TV screen as a scroll on the local cable channel.

4.3 If the subscriber chooses to relocate, the subscriber shall submit its application in advance either to TakeOne JK Media or its LCO. After verification of the outstanding, TakeOne JK Media shall provide the services at the new location, provided it is technically and operationally feasible. If not, TakeOne JK Media or the LCO will inform the subscriber likewise and the subscriber can opt to surrender the STB and proceed to claim a refund as per the terms of the scheme under which the subscriber has availed of the STB.

4.4 If the services have been temporarily discontinued on the subscribers request, no charges other than STB rentals will be payable by the subscriber.

4.5 No suspension of services is possible if the period of suspension comprises part of a calendar month.

4.6 Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months.

4.7 No reactivation charges are payable by the subscriber if the period of suspension is

under three calendar months. Thereafter a reconnection charge of Rs.50/- plus service tax will be levied.

4.8 If the subscriber submits its disconnection notice 15 days in advance, no charges will be payable by the subscriber even if TakeOne JK Media or its LCO fails to disconnect the service.

4.9 Any request for addition of channel/package will by default be done from the next billing cycle, unless demanded as an immediate request. Disconnection of a channel/package is possible only on a calendar month basis or on expiry of the term of the contracted package.

4.10 Notwithstanding the aforesaid, the cable service shall be liable to be terminated or suspended at the sole option of LCO/Distributor/TakeOne JK Media either wholly or partly, upon occurrence of any of the following events i.e. (a) if the subscriber commits a payment default; (b) in case of breach by the subscriber; (c) if the Rental Agreement is terminated; (d) if the subscriber is declared bankrupt, or insolvency proceedings have been initiated against the subscriber; (e) in order to comply with the Cable television Networks (Regulation) Act, 1995 and/or the Rules made thereunder and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies; (f) if the Broadcaster/ Channel Providers suspend or discontinue to transmit any Channel/s for any reason not attributable to the LCO, and TakeOne JK Media or the agreement between the Broadcasters/ Pay Channel provider/s and TakeOne JK Media is terminated or suspended.

4.11 In the event of suspension, the Subscriber will be liable to pay forthwith upto the last day of the month of suspension/termination and to return forthwith the VC, in working condition (reasonable wear and tear excepted).

4.12 In the event of termination, the Subscriber will be liable to pay forthwith upto the last day of the month of termination and to return forthwith the STB and the VC, in working condition (reasonable wear and tear excepted).

4.13 The cable Service may be restored upon receipt of all the dues, advance Subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.

## **5. Redressal of Complaints:**

5.1 You can log in your complaint on the Toll Free No.1800-1026-602 or with the directly with LCO. The Customer Care No. is available from 0800 hours to 0000 hours all day of the week.

5.2

5.3 Each complaint will be attended within 8 hours. However complaints received during night time will be attended on the next day. Ninety percent of No Signal complaints will be attended within 24 hours of receipt of such complaint.

5.4 If the service is provided through a LCO, it will be the responsibility of the LCO to maintain the Quality of Services standards as laid down by the Regulator wherever it pertains to distribution of signals from the node/amplifier of TakeOne JK Media.

5.5 For more details relating to the redressal of your complaints please see the heading

“Procedure and Benchmark for Redressal of Complaints” herein below and TakeOne JK Media's Consumer Charter which has been provided to you.

## **6. 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, 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 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 TakeOne JK Media, the Subscriber will not have any claim for any loss or damages against the LCO TakeOne JK Media.

## **7. Disclaimer:**

The LCO TakeOne JK Media 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.

## **8. Limitation of Liability:**

LCO, Distributors and TakeOne JK Media 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 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 TakeOne JK Media 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.

## **9. Indemnity:**

The Subscriber hereby indemnifies and hold harmless the LCO, MSO and TakeOne JK Media 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.

## **10. Notice:**

Notice at the Installation Address shall be deemed to be sufficient and binding on the Subscriber.

## **11. Jurisdiction:**

All disputes and differences with respect to these Terms between the Subscriber and TakeOne JK Media or the LCO shall be subject only to the jurisdiction of the courts at Mumbai.

## **12. Miscellaneous:**

If any of the provisions of these Terms becomes or is declares 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.

13. The terms and condition prescribed under the regulation issued by Authority on 14th May 2012 are applicable herewith. Detailed information is available on the authorized site of Telecom Regulatory Authority of India viz: [www.trai .Gov. in](http://www.trai.Gov.in) .

## **PROCEDURE AND BENCHMARK FOR REDRESSAL OF COMPLAINTS**

We have set up a centralized helpline no 1800-1026-602 (Toll Free) 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.

In each of the service areas in which TakeOne JK Media's network operates through its Joint Ventures and its Distributors which are more particularly mentioned hereinabove a complaint centre has been established for redressing your complaints and for addressing service requests by you. The Complaint Centres shall be open and accessible to you between 08:00 hrs 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 Complaint Centre please ask for the Complaint Officer who shall attend to your complaint.

Please note that every Complaint Centre is also accessible through our Centralized Helpline no. 1800-180-7175 (Toll Free). You shall be guided to and connected with the complaint centre in your service area .

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.

At least ninety percent of all "no signal" complaints received by us or our local cable operator shall be redressed by our local cable operator and signals will be restored by our local cable operator within twenty four hours of the receipt of the complaint by us or by our local cable operator save and except in cases of natural calamities.

At least ninety percent of all complaints received by us or our local cable operator (save and except complaints relating to billing) shall be redressed within forty eight hours of the receipt of the complaint. All complaints relating to billing shall be resolved within seven (7) days of the receipt of the complaint from you. After the complaint has been resolved which resolution is satisfactory to you and us, in case you become entitled to a refund, we shall Endeavour to make the refund to you within thirty (30) days of the receipt of your complaint by us.

Records for all your complaints shall be maintained and kept by us only for a period of three (3) months from the date of resolution of the complaint.

We have also appointed a Nodal Officer in every State in which we have commenced operation of our digital addressable network.

The names, addresses and contact details of our Nodal Officer:-

Name: Inderjeet Singh

Address: 471, Rani Talab, Jammu

Call: +91-92050-00333

Email: [inderjkm@gmail.com](mailto:inderjkm@gmail.com)

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).

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.

### **MISCELLANEOUS**

Please also refer to the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations 2012 for further details of the duties and obligations of TakeOne JK Media and its local cable operators and the rights and duties of the subscriber.