

# SANGLI MEDIA COMMUNICATION

Please fill the form in English and use Block Letters

Serial No. \_\_\_\_\_

## REGISTRATION FORM

Date : \_\_\_\_\_

First Name	Middle Name	Last Name
_____		
Full Address : _____		
_____		
Mobile No. : <input type="text"/>	<input type="text"/>	Adhar No. : <input type="text"/>

Proof of Identity and Residence	1. Passport <input type="checkbox"/>	2. PAN Card <input type="checkbox"/>	3. Voter ID Card <input type="checkbox"/>	4. Driving License <input type="checkbox"/>	5. Adhar Card <input type="checkbox"/>	
	1. Telephone Bill <input type="checkbox"/>	2. Leave & License Agreement <input type="checkbox"/>	3. Electricity Bill <input type="checkbox"/>	4. Bank Statement <input type="checkbox"/>	5. Date of Birth <input type="text"/>	
(Please tick and attach Photocopy of any of these)						
Please tick Category Subscriber	Individual	Institution	Hotel	Co-Op Hsg. Soc.	Office	Others Specity

Payment Details	Amount	Operators Details
STB Cash / Cheque		Agent Name
Monthly/Quarterly/ Half/Full Yearly		Operator Name
Cash Received		Operator Area
Installation / Transfer Charges		Operator Type
Grand Total		Remark

I/We agree to abide by the provisions of The Cable Television Network (Regulation) Act, 1995 and as also amendments as may be made from time to time to these rules in so far as they relate to the Services. I hereby declare and confirm that above information provided by me is totally correct and true in every respect and to best of my knowledge

Signature of the Subscriber : \_\_\_\_\_ Signature of Cable Operator : \_\_\_\_\_

STB NO.	<input type="text"/>	Customer Account No. (CAN)	<input type="text"/>
Smart Card No.	<input type="text"/>	Service Tax No.	ABQFS4981DSD001

## SANGLI MEDIA COMMUNICATION

Sangli Office : SMS House, Capital Crown, Ganpati Mandir Road, Vishrambag, SANGLI.  
Tel. (0233) 2302277, 6423888, 2301888, 3200029,  
Miraj Office : Kaivalya Apartment, Bramhan Puri, Miraj.  
Ph. (0233) 2222026, 3204177, E-mail : smcdigital@gmail.com

**SUBSCRIBER'S AGREEMENT- annexure 1**

**(A) TERMS & CONDITIONS- FOR SET TOP BOXES**

All definition/interpretation to be construed and understood as per the provisions of Cable Television Network (Regulations) Act, 1995 & Rules 1994, Amended Act, 2002 and amendment made from time to time. At the request of the applicant, Sangli Media Communication (SMC) hereby agrees to rent/lease/ refundable deposit scheme, Set Top Box (STB) along with accessories for viewing the Pay Channels on the terms and conditions set out herein:

1. The applicant shall pay the prescribed payment as per the scheme along with the duly completed and signed application form.
2. SMC shall have the sole discretion to accept or reject the application as per regulations-In case the application is rejected, the deposited amount shall be refunded to the applicant.
3. On acceptance of the application, the applicant will become the subscriber of SMC for Television services under the brand name "Digital Entertainment".
4. The STB and the accessories shall be solely used for availing "Digital Entertainment" services from SMC and shall not be used for availing services of any other Cable Network.
5. STB is the sole property of SMC and given to customer on rental / lease / refundable deposit scheme.
6. The Subscriber under the rental/ lease / rental / refundable deposit schemes shall pay to SMC, in advance, lease / rentals / deposit for STB's as may be specified by SMC
7. The Set Top Box and the accessories shall be used for viewing authorized channels and programs and services.
8. The subscriber shall take adequate care of the STB, during the period of the agreement. Any willful default or damage to STB will be to the account of the subscriber.
9. The subscriber shall not, without the prior authorization of SMC remove, transfer or otherwise relocate the STB from the original place of installation.
10. In case STB is lost or damaged on account of theft, burglary or by any other accident, the subscriber shall file a police complaint forth with and notify SMC of such loss immediately.
11. In case of nonpayment / delay in payment of rentals, SMC shall reserve the right to cancel the agreement and to discontinue the Services. In such cases, the subscriber shall return the STB in good working condition.
12. The Pay Channel fees, as prescribed from time to time for each channel selected shall be paid in advance.
13. The subscriber shall, in advance, notify change of address/contact number to SMC or its authorized representative.
14. In case the subscriber desires to discontinue the services before the expiry of the agreed period, under rental/lease / refundable deposit scheme, he shall return the STB in good working.
15. For re-connection / activation of the service earlier disconnected for any reason, the subscriber shall pay re-connection charges as prescribed from time to time as per regulations.
16. Cable services in respect of Pay Channels shall be available to the subscriber, subject to Force Majeure conditions including but not limited to act of God, fires, strikes, embargoes, war insurrection, riots and other causes beyond the reasonable control SMC including atmospheric/topographical hindrances-
17. The smart card shall always remain property of SMC The warranty will not cover adaptor and remote. The smart card and STB components will have one year warranty.
18. Subscriber/s are not authorized to install any Gadgets on STB without SMC prior written permission.
19. Deduction/Refund of Deposit Security - If STB is returned back by customer in working condition along with full accessories:- MSO or Cable Operator, shall be entitled to make deduction from Security Deposit at the rate of 20% per annum of the actual cost of the STB- The depreciation deduction rate will be at the sole discretion of SMC based on prevailing market conditions.

**(B) TERMS AND CONDITIONS - FOR SUBSCRIPTION  
(APPLICABLE TO DIRECT SUBSCRIBERS OF SMC)**

1. SMC shall disconnect if subscription including FTA and Pay Channels not paid on due dates.
2. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances, without prior permission of SMC. Any transfer affected in contravention of the expressed terms contained herein shall not absolve the Subscriber of its obligations/liability towards SMC.
3. All taxes, levies etc. present and future shall be to the account of Subscriber.
4. The tariff / charges for Pay Channels etc. based on Agreements with Pay Channels at the time of presentation of this form. In case of any change in these arrangements, additional applicable charges shall be payable by the Subscriber.
5. The Subscriber shall make payment by way of Cash / Cheque / demand draft or through Pre Paid Cards of Sangli Media Communication on or before the due date.
6. Any discrepancies in the billing, the subscriber shall intimate SMC within seven (7) days of receipt of bill /statement of charges. Non-receipt of such information, the charges will be presumed to have been accepted.
7. Subscriber shall be permitted to avail the services of Pay Channels through deployment of SET TOP BOXES and Smart Card approved for use by SMC.
8. Cable Service Quality, Functionality, availability and/or reliability may be affected and/or SMC is entitled to, without any liability, refuse, limit, suspend, vary, disconnect and or interrupt the Services, in whole or in part, at any Time in its sole discretion with respect to one/all Subscribers, as per regulations.
9. In case of misuse of Services or breach of any terms and conditions by the Subscriber or use of Services by the Subscriber or use of services by the subscriber in such a manner that it violates any laws of adversely affects or interferes with SMC Service, based on the regulations effective from time to time-In case the Subscriber fails to remedy the said breach within the notice period, SMC shall be entitled to discontinue the Services forthwith.
10. SMC at its sole discretion may suspend/discontinue the Services by giving reasonable notice to Subscriber.
11. The Cable service is liable for disconnection partially or otherwise due to:
  - a) Changes in the law, rules, regulations or orders, directions, notifications etc by the Authorities -
  - b) Physical obstruction, geographic, topographic, hydrological, meteorological and other causes of cable interference or faults in other networks of Pay Channels to which the Network is connected.
  - c) Any discrepancies/wrong particulars provided by the Subscriber,
12. In case the Subscriber opts for discontinuation of Services, SMC shall refund directly to the Subscriber the amounts paid in advance to SMC, subject to adjustments, if any.
13. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties, parties hereto, shall be refer the dispute to Telecom Regulatory Authority of India (TRAI) and Telecom Dispute Settlement Appellate Tribunal (TDSAT).
14. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws the Sangli Courts.

**(B-1) TERMS & CONDITIONS FOR SMC OPERATOR SUBSCRIBERS**

1. SMC reserves the right to reject subscriber applications, incase they are not complying with the basic regulatory terms and security requirements of SMC
2. The maximum overall liability of SMC in contract shall be to return the payment amount received, after adjusting the Charges due from the Subscriber. In no event shall SMC, its Officers, Employees, Directors, Representatives and assigns be liable for any direct, indirect or consequential damages, costs, expenses or losses of whatsoever nature.
3. SMC reserves the right to raise and/or collect bills/statement of Charges for Cable Services for Pay Channels/FTA by itself directly or through any of its nominees, agents and franchisees. SMC may vary its billing as per the regulatory norms from time to time.
4. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances, without prior permission of SMC. Any transfer affected in contravention of the expressed terms contained herein shall not absolve the subscriber of its obligations / liability towards SMC.
5. Subscriber/ Operator shall deposit with the SMC as security deposit such amount (S) as SMC it may be determine from time to time. SMC reserves the right to forfeit /adjust/apply the said security deposit amount in full or part for the satisfaction of any sums due from the Subscriber to SMC at any time. Subscriber shall continue to be liable for balance, if any. No interest shall payable on the security deposit, if any.
6. All taxes, levies etc. present and future shall be to the account of Operator.
7. The tariff / charges for Pay Channels are based on Agreements with Pay Channels at the time of presentation of this form. In case of any change in these arrangements additional applicable charges shall be payable by the Operator.
8. The applicant/subscriber shall make payment by way of Cheque / demand draft in favor of Sangli Media Communication on or before the due date.
9. Applicant/subscriber shall be permitted to avail the services of Pay Channels through deployment of SET TOP BOXES and Smart Card approved for use by SMC
10. In case of misuse of Services or breach of any terms and conditions by the Operator or use of Services by the Subscriber in such a manner that it violates any laws or adversely affects or interferes with SMC's Service, based on the regulations effective from time to time. In case the Franchisee fails to remedy the said breach within the notice period, SMC shall be entitled to discontinue the services forthwith.
11. SMC at its sole discretion may suspend / discontinue the Services by giving reasonable notice to Operator as per regulations.
12. In case the Operator opts for discontinuation of Services, SMC shall refund directly to the Franchisee the amounts paid in advance to SMC, subject to adjustments, if any.
13. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws. SMC and Operator.

I/We have read and understood the terms and conditions provided overleaf and acknowledge that the tariff plan selected and applicable rates form part of this agreement and I agree to be bound by the same. I/We agree to abide by the provisions of The Cable Television Networks (Regulation) Act, 1995 and the rules made there under and as also such amendments as may be made from time to time to these rules in so far as they relate to the Services.

I/We hereby declare and confirm that the above information provided by me/us is/are totally correct and true in every respect.  
Note: All the terms and conditions will be subject to the prevailing regulations and guidelines from time to time under government of India and Regulator for Broadcasting and Cable (TRAI).

Date \_\_\_\_\_ Place: \_\_\_\_\_ Paste Bar Code Sticker of STB

Name of Subscriber \_\_\_\_\_

Signature of Subscribers