

Terms & Conditions / Declaration



The Subscriber agrees to take the new Cable TV connection being provided by M/s Sikka Infratech Pvt. Ltd. or its LCO/Franchisee on the following terms and conditions:-

~"SIPL/Sikka" or The company means "Sikka Infratech Pvt Ltd" having CIN: U70102UP2014PTC064531, PAN: AAUCS6620F, GSTIN: 09AAUCS6620F1ZY, having its registered office at Sikka House, 6A Lucknow Bungalows, Hazratganj, Lucknow-226001.
~"Services" means Cable TV service or other value added services as advertised & offered by SIPL.
~"CAF" shall mean this document/agreement containing terms and conditions on which SIPL is offering its services.
~"Customer" shall mean any person/ organization who subscribes to the CABLE TV services by accepting and signing this CAF for the provision of Services.
~ "CPE" means the customer Premises Equipment(s) installed by SIPL or its agents/business associates at Customer's premises, which is owned by SIPL or its agent/business associate and is provided to the customer on right to use basis only.

Definitions:

- "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 re-transmission 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.
- "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);
- "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.
- "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.
- "Broadcaster" means a person or group of persons or body corporate of an organization or body who after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.
- "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.
- "basic service tier" means a package of free-to-air channels as referred to in Tariff Order 2017
- "Cable Service" or "cable TV service" means the transmission of programmes including re-transmission of signals of television channels through cables.
- "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.
- "Compliance officer" means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider.
- "Distributor Retail Price" or "DRP" means the price excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channels or bouquet of pay channels as the case may be.
- "LCO" means a Local Cable Operator 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;
- "Cable Service" means the transmission by cables of programmes including retransmission by cables of any broadcast television signals;
- "cable television network" means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- "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.
- "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.
- "free to air channel" or "FTA channel" means a channel which is declared as such by the Broadcaster and for which no fees is to be paid by the distributor of television channels to the Broadcaster for signals of such channel
- "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.
- "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.
- "Maximum Retail Price" or "MRP" for the purpose of these regulations means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels as the case may be.
- "multi system operator" (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 re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operator
- "Sikka Infratech Pvt Ltd" means MSO
- "Network Capacity Fee" means the amount, excluding taxes, payable by a subscriber to the distributor of television channels for 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 any pay channel or bouquet of pay channels as the case may be.
- "Nodal officer" means the officer appointed or designated by a distributor of television channels under sub-regulation (1) of regulation 28.
- "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;
- "programme" means any television broadcast and includes –
 - Exhibition of films, features, dramas, advertisements and serials
 - Any audio or visual or audio-visual live programme or presentation and the expression "programming service" shall be construed accordingly;
- "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;
- "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;
- "set top box" or "STB" means a device, which is connected to, or is a part of a television and which enables a subscriber to view subscribed channel;
- "subscriber" 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.
- "You" means the subscriber.

1. Provision of Service:

- 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 Manual of Practice (MOP) which is available on the website www.sikkatv.com.
- The subscriber shall fill in the Customer Application Form (CAF) in duplicate and submit the CAF to the LCO and/or MSO as the case may be. The subscriber shall ensure that the information stated in the Customer Application Form (CAF) is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify its LCO and/or MSO of any change thereto. Photo identification and Address proof has also to be submitted along with the CAF, else the same will be treated as an incomplete CAF. The LCO and/or MSO shall return the duplicate copy of the CAF to the subscriber duly acknowledged.
- All incomplete Customer Application Forms shall be rejected by the MSO and/or LCO and the deficiencies shall be informed to the subscriber.
- The LCO and/or MSO 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.
- In case of technical or operational non feasibility at the location requested by the subscriber, LCO and/or MSO will inform the subscriber the reasons for the same.
- The subscriber shall be charged minimum Rs. 1000 (Rupees One thousand only) as one-time activation fee charge for activation of new connection. The same will be over and above the cost of STBs.
- All CPE installed are complete property of Sikka Infratech Pvt. Ltd. Customer is not entitled to make any modification/Change to it.
- Monthly rentals for the STB will be payable to LCO and/or MSO and will be a part of the regular invoice raised to the subscriber for the cable services rendered by Sikka Infratech Pvt Ltd
- Under the Sikka Scheme, the STB along with VC card and other accessories shall remain property of Sikka Infratech Pvt Ltd at all times.
- Sikka reserves the 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).
- Changes in the rates of taxes & Government duties will be informed to subscribers and passed on.
- The subscriber shall have the option to select bouquets/packages or channels on an 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/packages selected by the subscriber shall be activated within 72 hours of its receipt.
- Composition of channels in any package that the subscriber has availed of, will not be altered during the lock in period for which subscriber has paid the subscription fee. 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.

- The Subscriber hereby agrees to allow the authorized representatives of the LCO and/or MSO 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 the all the dues are paid and the Viewing Card ("VC") along with the STB is returned 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 LCO and/or MSO. 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 agreed and acknowledges that the VC has been merely licensed to the Subscriber by Sikka to avail the Channels for one TV set only and shall at all times be the exclusive property of Sikka and that he/she 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.
- 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 and shall report any loss/misplacement/defect immediately to MSO and/or LCO.
- The subscriber undertakes that he shall neither by himself 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;
- The subscriber undertakes to make payment of subscription fee and other charges in a timely manner
- 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/MSO 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 as so bound.
- 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 said Subscriber.
- 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
- The subscriber undertakes 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;
- The subscriber undertakes to give all necessary assistance in order to ensure compliance of terms of CAF and MOP by Sikka.
- The subscriber agrees that rights under this CAF are personal in nature and are non-transferable/non-assignable.
- The subscriber agrees to return the STB/VC in a good working condition to Sikka depending on the CPE scheme opted by it.
- Subscriber shall be solely responsible for payment of all taxes/levies/charges/damages imposed by any authority for the time being in force in relation to services being availed by it.
- All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount and 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.

2. Payment Obligation:

- The MSO/Sikka shall be offering its services on pre-paid model only.
- The billing cycle for prepaid payment shall be thirty days from the date of activation of services.
- Subscriber shall be required to renew their plan on or before the expiry date. Customer would be notified regarding the renewal of services either through e-mail, SMS subject to subscriber having provided his email or mobile number to the MSO/LCO prior to the expiry date.
- MSO/LCO shall have the right to suspend the services of the subscriber in case of non-availability of balance amount in his/her prepaid account
- Subscriber agrees that continuous suspension / non-payment of service for more than 1 months will lead to deactivation of signals by LCO/MSO.
- Customer is required to return all devices installed by Sikka within 7 days of service disconnection to Sikka Broadband, Sikka House, 2nd Floor, 6 A Place, Hazratganj, Lucknow 226001. Failure to do so will result in a device rental charge of ₹ 99/- + GST per month being levied on the customer till the date of receipt of devices by Sikka.

3. Suspensions/Termination of Service:

- The terms will commence from the date of installation of the STB/Hardware and shall remain in full force and effect unless terminated under the Terms.
- A 15 day notice period will be given if the LCO and/or MSO choose to discontinue providing a channel. The notice of discontinuation shall be displayed as a scroll on the TV screen of the concerned channel.
- If the subscriber chooses to relocate, the subscriber shall submit its application in advance to its LCO and/or MSO. The LCO and/or MSO shall relocate the connection, provided it is technically and operationally feasible. If not, the LCO and/or MSO 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 the STB.
- If the services have been temporarily discontinued on the subscribers request, no charges other than STB rentals will be payable by the subscriber.
- No suspension of services is possible if the period of suspension comprises that of one month.
- Suspension of services is possible for one month and in the multiple thereof, but the period cannot exceed three months.
- Subscriber has agreed to view on screen TV advertisement commercials by Sikka Infratech Pvt Ltd and its advertisers.
- If the subscriber submits its disconnection notice 30 days written notice in advance, no charges will be payable by the subscriber even LCO and/or MSO fails to disconnect the service.
- Disconnection of a channel/package is possible only on a monthly basis or on expiry of the term of the lock in package/period
- Notwithstanding the aforesaid, the cable service shall be liable to be terminated or suspended at the option of LCO and/or MSO 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/or MSO.
- In the event of suspension, the Subscriber will be liable to pay forthwith up to the last day of the month of suspension/termination and to return forthwith the VC, in working condition (reasonable wear and tear excepted).
- In the event of termination, the Subscriber will be liable to pay forthwith up to the last day of the month of termination and to return forthwith the STB and the VC, in good working condition.
- The cable Service may be restored upon receipt of all the dues, advance Subscription or deposit if applicable, 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.

4. Redressal of Complaints:

- Subscriber can log in your complaint directly with LCO and/or MSO or MSOs website www.sikkatv.com / email at tv@sikkatnet.com.
- Subscriber can refer to MOP available on the website of Sikka for details of redressal mechanism and nodal officers.

5. 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 other 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 Sikka, the Subscriber will not have any claim for any loss or damages against Sikka and/or LCO.

6. Disclaimer:

The LCO/MSO 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 of merchantability or fitness for particular purpose.

7. Limitation of Liability:

LCO, Distributors and Sikka 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 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.

8. Indemnity:

The subscriber hereby indemnifies and hold harmless the LCO and Sikka 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.

9. Notice:

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

10. Jurisdiction:

All disputes and differences with respect to these Terms between the Subscriber and LCO shall be subject only to the Lucknow jurisdiction only.

11. 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.
- The terms and condition prescribed under the regulation issued by Authority on 03.03.2017 are applicable herewith. Detailed information is available on the site of Telecom Regulatory Authority of India visit: www.trai.gov.in
- I declare that the information provided on Application form is correct and the above-mentioned connectivity will be used within the framework of regulatory conditions and the applicable Laws only. This declaration shall form part of the Agreement (CAF) under which the Services have been taken from Sikka Infratech Pvt Ltd and its associates, and all the terms and conditions of the said Agreement would apply equally to this declaration. I/we hereby agree to abide by the terms and conditions annexed to the application form as amended from time to time for the provision of service and other declarations.

Place:- _____

Date:- _____

Customer Signature: _____