

Applicants/Customers are requested to read the following terms and conditions before signing the application for new telephone services:

"Customer" Means a person/company/firm /or any other association of persons who has subscribed for services under this agreement. This agreement binds the customer and whenever & wherever applicable, his heirs ,executors,administrators,successors and permitted assigns and benefits BSNL and its successors and assigns.

"Services" Means the services, which enables the customer when using the telephone equipment to have two-way communication over the network and includes other value added/supplementary Services offered by BSNL and specifically, opted by the customer.

"Tariff" Means and includes the agreed Tariff schedule and all rate and related conditions such as deposits, installation fee, usage charges and any other related fees and service charges under the Tariff schedule as notified and published by BSNL from time to time for providing the services and value added/supplementary services.

GENERAL

- 1.1 The customer shall ensure that He/She will duly fill and sign the prescribed form for New Land Line Telephone Connection and all other required forms, besides furnishing other particulars/documents for identification as required by BSNL/Govt. of India from time to time to become eligible for subscribing to the said services rendered by BSNL. In the event of any default, on the part of customer, BSNL shall have right to refuse the connection without any liability and without assigning any reason. .
- 1.2 Subject to the acceptance of the application and technical feasibility, BSNL will endeavour to provide the telephone service as soon as possible.
- 1.3 For change/addition/deletion of any features/supplementary services/schemes/plans, customer shall fill up the requisite form and be bound by all the terms thereof. Any change or withdrawal of any supplementary services etc shall not entitle the customer to any refunds or adjustments for the money already paid, or to be billed under additional terms.
- 1.4 The customer shall fully abide & comply the provisions of Indian Telegraph Act, 1885 and the Indian Telegraph Rules, 1951 and rules made thereunder and as amendments or replacements made thereto from time to time.
- 1.5 Where two or more persons constitute the Customer, their liability shall be joint and several.
- 1.6 Any notice required to be given by the Customer to BSNL shall be given in writing to the BSNL at the designated address.
- 1.7 Scope of the services is governed by the Statutory Guidelines issued by the Telecom Regulatory Authority & Govt. of India within the parameters of License Agreement executed with Ministry of Communications, Govt. of India.
- 1.8 Customer represents that he has been fully informed & have fully understand about the Land Line Telephone Services provided by BSNL, its specifications, requirements, limitations, tariff etc. and has only thereupon signed the agreement
- 1.9 In case of permanent disconnection of telephone, number may be allotted to another customer as per the sole direction of BSNL. In that event, the customer shall not have any right or lien on the number. In case of suspension /disconnection etc. reconciliation may be made by BSNL in its sole discretion on such additional terms as BSNL may determine.
- 1.10 All charges and other sums due to the customer shall be paid by prescribed due date failing which surcharge as deemed appropriate shall be charged by BSNL. All charges must be paid in full without any deduction, set-off, withholding. All payments must be made in favour of AO (Cash), BSNL in concerned area.
- 1.11 BSNL shall be at liberty to provide the services under any brand name.
- 1.12 The information provided by customer/gathered by BSNL, shall become BSNL's property even if application is rejected/refused or connection is disconnected as the case may be and can be used by BSNL in any manner, if deemed fit.
- 1.13 BSNL will not be liable for any dealings of the Customer with any party, which is not authorised by BSNL to deal on its behalf.
- 1.14 BSNL is not responsible for the Franchisees/Business Associates/Distributors/Channel Partners/Dealers /Retailers with regard to schemes which are not authorised by BSNL or which purported to have been offered on behalf of BSNL without the latter's sanction.

PROVISION OF SERVICES

- 2.1 BSNL will use its commercially reasonable best efforts to provide service to the customer. The customer agrees that, to maintain or improve service, or for other business reasons, BSNL may at its sole discretion modify or temporarily restrict or suspend all or part of the services without notice. The Customer acknowledges that the services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of BSNL. Services may be temporarily refused, interrupted or curtailed due to government's regulations or orders, system capacity limitation or equipment modification, upgradation, relocation, repair, maintenance and similar activities necessary for the proper operations of the services.

RIGHT TO TERMINATE SERVICE:

- 3.1 If at any stage information furnished by the applicant in the application form is found false, telephone service is liable to be disconnected immediately without
- 3.2 BSNL reserves the right to terminate the services in the event of non-payment of bills issued by BSNL in accordance with the tariff plans opted by the customer and the extent of usage or any default on the part of customer.
- 3.3 The customer shall be the sole responsible for using the service only for Lawful and appropriate purposes.
- 3.4 Customer shall not use the service provided by BSNL for any unlawful or illegal purposes of immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting / infringing national interest nor create any damage or risk to BSNL or its network and / or other matters. BSNL reserves the right to disconnect service, without liability, if any, at its sole discretion on any such event.
- 3.5 BSNL reserves the right to terminate the service to any customer in case there is sufficient evidence of the customer intentionally or unintentionally using the service in the manner which would adversely impact BSNL or BSNL's Network.

DISCLAIMER

- 4.1 BSNL will exercise all reasonable care in providing the services, but it is not responsible for interruption in service due to power failures, equipment malfunctions or acts of natural calamity or any other reasons beyond its control.
- 4.2 BSNL shall not be responsible for actions taken by customers or others as a result of usage the services.
- 4.3 BSNL will not be liable to the Customer for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any indirect or consequential loss how so ever it arises.

BILLING AND PAYMENTS

- 5.1 The Customer agrees to pay to BSNL the subscription charges, call charges, opted value added service charges, supplementary service charges, BSNL charges for calls made from fixed network to other network, monthly rental, NSD/ISD charges, service tax, other taxes & duties etc. and other charges payable for the services as published and notified by BSNL as per tariff applicable from time to time.
- 5.2 The rate of deposits, connection charges, fixed monthly charges, call charges and other payable charges are set out in the "Tariff Schedule" as notified by BSNL. BSNL shall have the option to vary the tariff, charges for value added services, supplementary services and any other conditions of services, retrospectively or prospectively and the same shall be binding on the customer.
- 5.3 The billing cycle shall normally run on monthly basis or such other frequency as may be decided by BSNL from time to time and the periodic bills shall be issued accordingly. The customer is responsible to pay his bills by the prescribed date. It is incumbent on the customer to enquire his/her balance and settle the same even in case of non-receipt of monthly bill for any reason whatsoever.
- 5.4 BSNL reserves the right to raise interim bills and customer agrees to make such interim payment as and when required by BSNL based on internal credit rating of the customer by BSNL.
- 5.5 Bills will be sent to the billing address of the customer as furnished by him/her. For any change of address the billing department should receive notification in writing well in advance to change the address along with proof of new address to accept the change.
- 5.6 Where a security deposit has been paid, BSNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the customer to BSNL any time. No interest will be paid on deposit.
- 5.7 The payment against monthly bills beyond the stipulated date shall entail a charge @ rate/fixed amount as may be decided by BSNL from time to time, over & above the payment from the date it became due. This however is without prejudice to the right of BSNL to suspend the services partially or fully due to non-payment. The call pulse rate be governed by the rules and regulations as specified by the Regulatory Authorities from time to time and/or specifically specified by BSNL.
- 5.8 The itemized monthly bills are available on request and are chargeable in nature at such rate as may be decided by BSNL from time to time
- 5.9 BSNL is entitled to change, vary, add and withdraw any services/supplementary services/schemes/plans etc. and/or vary the terms and charges at any time at its sole discretion. The rates/charges may also change as per the directions of TRAI or any statutory authority from time to time.

PRIVACY OF COMMUNICATION

- 6.1 Privacy of communication or contents of information using services is not guaranteed and is subject to Government's regulations and other such factors viz Communication content/information is subject of Legal or administrative demand or Rules or Regulations of Govt. or appropriate authority.

DISPUTE RESOLUTION

- 7.1 In the event of any dispute, the matter will be referred to the sole Arbitrator appointed by the nominated authority in BSNL and will be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment there-of or any rules made there-of. Customer will have no objection in any such appointment that arbitrator so appointed, is employee of the BSNL.
- 7.2 This agreement shall be subject to the jurisdiction of appropriate courts according to location of office of Chief General Manager Telecom, BSNL of the area concerned & laws of India

Place..... Date..... Signature of Customer/Authorised Signatory.....