

TERMS AND CONDITIONS FOR VCO OPERATORS

These Terms and Conditions form an integral part of the accompanying VCO Customer Application Form ("VCO-CAF") and govern the provision of the Services (as defined hereunder) by Bharat Sanchar Nigam Limited (BSNL) and/or any Designated VCO Operator, pursuant to the said VCO-CAF.

1. This agreement between VCO Operator and BSNL shall be on Principal to Principal basis (P2P) and neither party can bind the other except as provided in this agreement.
2. Booking will be confirmed subject to feasibility.
3. The Video Phone device and accessories shall be solely used for availing VVOBB services on Broadband of BSNL and shall not be used for availing services of any other network.
4. The Video Phone and the accessories shall be used for making authorized calls and availing of authorized facilities.
5. VCO Operator shall not without the prior authorization of BSNL, remove, transfer or otherwise relocate the Video Phone from the original place of the installation, failing which the BSNL may cancel/ suspend the service and/ or initiate legal action.
6. VCO services shall be available to the subscriber subject to Force Majeure condition including but not limited to act of God, fires, strikes, embargoes, war insurrection, riots and other causes behind the reasonable control of BSNL including atmospheric / topographical hindrances.
7. BSNL shall not be responsible for conduct of the business of the VCO. Any risk/loss associated with running of the VCO shall be borne by the VCO Operator only.
8. Call charge per unit should be displayed on Video Phone before call initiation as well as total call charges at the end of the call for information to the customer.
9. If required, VCO operator shall replace/procure the BB Modem at their own cost if the existing modem doesn't have required number of ports for Video calling.
10. VCO operator will use BSNL recommended Video Phone listed on BSNL website (www.bsnl.co.in)
11. VCO Operator shall be at liberty to charge facilitation charges not more than the amount as fixed/revised by BSNL for incoming and outgoing calls depending upon market dynamics. VCO Operator shall facilitate infrastructure, sitting space, lighting, ergonomics for video calling, and so customer shall be ready to pay extra depending upon quality of such environment created by VCO Operator.
12. The VCO Operator shall comply with all applicable laws, bye- laws, rules, regulations, orders, directions, notifications etc. of the Government / Court /tribunals and shall also comply with all directions issued by BSNL which relate to operation, of VCOs and provide BSNL with all information and co-operation that BSNL may reasonably require from time to time.
13. The VCO Operator will fully cooperate with BSNL to investigate any complaint from the public.
14. BSNL will have the right to inspect the premises at any time, without notice, so as to ensure that the VCO is working as per the prescribed conditions of the agreement as also that the charges taken from the public are within the maximum prescribed limits.
15. The VCO Operator will not be entitled to any rebate on account of alleged wrong calls or alleged excess metering.
16. The VCO Operator shall be free to advertise the existence of the facilities of his VCO.
17. All applicable taxes/cess/duties etc. that may be levied by the Government /local authorities etc. will be billed to the VCO Operator's account.
18. VCO Operator will not use, or allow the services of his VCO to be used by any person, for any unlawful, immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited message or messages affecting/ infringing national interest, nor create any damage or risk to BSNL or its Network and /or other VCO Operators.
19. Except as specifically provided in this agreement, either party may end the agreement by giving the other party not less than 15 days prior written notice to end this agreement but such a notice shall not absolve VCO Operator of its liability to make the payments of the amounts that may be due and outstanding as on date of notice or as may become due subsequently.
20. During the period of 15 days notice by the VCO Operator for ending this agreement and disconnection of VCO, the VCO shall be treated as working even if the said VCO was not in use and the VCO Operator will be liable to pay all the charges including minimum guaranteed revenue as applicable.
21. Notwithstanding anything contained in this agreement and without any liability to pay or compensate for any loss of business in any way, BSNL may at its sole discretion and unilaterally revoke or suspend this agreement with the VCO Operator and/or withdraw the services either totally or partially at any time without giving any notice if:
 - i. the VCO is found to be used in any activity in violation of any law of the country or, for any unlawful, immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited message or messages to any person,
 - ii. the VCO Operator is creating any damage or risk to BSNL or its Network and /or other VCO Operators,
 - iii. breach or violation of any of the terms & conditions of the agreement is being or has been committed by the VCO Operator including but not limited to non-payment of bill by due date,
 - iv. a direction from Government is received in the interests of maintenance of law and order, public safety and interest or defense of India, Civil Defence or Internal Security provided the authority in BSNL shall not take any action under this clause unless the authority has recorded in writing the reasons for doing so:
Provided further that the authority in BSNL shall, within seven days of taking action under this clause, inform, in writing, the VCO Operator of the action taken together with reasons thereof.
22. All the operations or actions of the VCO Operator or his employees or representative with respect to operation of VCO will be subject to provision of Indian telegraph Act 1885 and Information Technology (IT) Act, 2000 & the Indian Telegraph Rules made there under, as amended from time to time, including any re-enactment, notification, bye-Laws, Rules or directions issued or to be issued by Government or Appropriate Authorities, as the case may be.
23. In case of any dispute arising between the VCO Operator and BSNL, the dispute shall be referred to the sole arbitration of the General Manager Telecom or a person so appointed by him to act as arbitrator on his behalf. Provisions of Arbitrations & Conciliations Act 1996 or any Statutory Modifications or amendments/reenactments thereof and the rules made there under and for the time being in force shall apply on such arbitration proceedings.
24. The VCO Operator will display prominently a signboard of appropriate size indicating the name and logo/Brand name of BSNL-Franchisee and the information prescribed by BSNL from time to time.
25. The VCO Operator agrees to make payment of all bills regularly to BSNL by due date and billing cycle specified by BSNL and in the case of non-payment of such bill or bills or dues by the due date, the VCO(s) will be liable to be disconnected straight forth without any notice.
26. Subject to the conditions mentioned in this agreement BSNL hereby agrees to charge the VCO Operator on the basis of metered calls at the "defined rates" prescribed by BSNL from time to time irrespective of actual collection by the VCO Operator from his customers and the VCO Operator agrees to pay accordingly. The amount so arrived at will be paid by the VCO Operator along with the applicable Service Tax and Cess. The VCO Operator hereby authorizes BSNL to prescribe maximum limit of the price which he/she can charge from his/her customers. BSNL may, at its sole discretion, revise such maximum limit of price to be charged by the VCO Operator from time to time.
27. BSNL shall have full right to modify at any time the terms and conditions of the agreement without any notice to VCO Operator. The VCO Operator agrees to abide by the policy, Rules, Regulations & instructions of BSNL as revised/modified from time to time, in respect of all matters including the amount of the security deposit, limits on call charges to be charged from the public, defined rate payable by the VCO Operator etc.
28. This agreement is non transferable and BSNL's mere acceptance of payment from a person other than the VCO Operator will not amount to BSNL having transferred or modified any of the terms and conditions of agreement and obligations to the VCO Operator to such third party. The VCO Operator hereby agrees and undertakes to pay all dues & outstanding to BSNL irrespective of whether bills for such dues or outstanding are issued during the currency of agreement or on termination of agreement as case may be, even if any dispute is pending between the VCO Operator & BSNL.
29. This agreement is made between the VCO Operator and GMTD _____ shall be deemed to have come into force on the day the VCO Operator starts operating the VCO by using connectivity provided by BSNL on the basis of this application cum agreement form and shall initially be valid for three (3) years. Further the said agreement will be deemed to have been accepted by GMTD _____ if the VCO is sanctioned and the connectivity from BSNL network is provided on the basis of this application as soon as the said VCO is allotted by an officer authorized in his behalf.
30. BSNL shall not be liable for any Act of commission or omission of VCO Operator or any third party/ Supplier/Manufacturer including any other service provider offering any privilege or benefits to the VCO Operator.

GMTD or Authorized Signatory on behalf of BSNL
SEAL

Signature of the Applicant (VCO Operator)