



# Manual of Practice

## Tata Indicom

### **TATA** TELESERVICES LIMITED

A, E & F Blocks Voltas Premises T. B. Kadam Marg Chinchpokli Mumbai 400 033

Tel 91 22 6667 1414 Fax 91 22 6660 5335 Website [www.tataindicom.com](http://www.tataindicom.com)

Registered Office Jeevan Bharati Tower | 10th Floor | 124 Connaught Circus New Delhi 110 001

### **TATA** TELESERVICES MAHARASHTRA LIMITED

Istat House, B. G. Kher Marg, Worli, Mumbai 400 018

The Manual of Practice and information on Appellate Authorities is also available on [www.tataindicom.com](http://www.tataindicom.com)

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Dear Customer,

At Tata Indicom, we endeavour to bring you the very best in telecommunications. Be it a wide reach or a range of value added services.

In keeping up to this commitment, we feel it is important for you to know your telecom service provider and our regulator TRAI's (Telecom Regulatory Authority of India) guidelines pertaining to it. This booklet will provide you with all the necessary information to help you make the best of your Tata Indicom connection by getting you acquainted with our helplines, circle addresses, service spread & service commitment.

Warm regards



Suman Kargupta  
General Manager, Customer Care

## Address for all Circles

**ANDHRA PRADESH:** Tata Teleservices Ltd., 5-9-62, Khan Lateef Khan Estate, Fateh Maidan Road, Opposite Fateh Maidan Stadium, Hyderabad-500001

**BIHAR:** Tata Teleservices Ltd., 2nd Floor, Maharaja Kameshwar Complex,, Old Aryavastha Complex, Fraser Road, Patna-800001

**DELHI:** Tata Teleservices Ltd., 2A, Old Ishwar Nagar; Main Mathura Road, Opposite New Friends Colony Market, New Delhi-110065

**GUJARAT:** Tata Teleservices Ltd., 2nd Floor, Gujarat Bhavan, Beside MJ Liabrary, Ellisbridge, Ahmedabad-380006

**HARYANA:** Tata Teleservices Ltd., SCO 224, Sector 12, Urban Estate Part I, Karnal 132001

**HIMACHAL PRADESH:** Tata Teleservices Ltd., Hari Villa, Mauza Chotta, Chotta Shimla, Kasumpti Road, Shimla 171009

**JHARKHAND:** Tata Teleservices Ltd., 4th Floor, Voltas House, Bistupur Main Road, Near Ram Mandir, Jamshedpur-831001

**KARNATAKA:** Tata Teleservices Ltd., 30/1, Silicon Terrace, Hosur Main Road, Opp The Forum, Koramangala, Bangalore 560095

**KERALA:** Tata Teleservices Ltd., Gr Floor, S. L. Plaza, Palarivattam, Opposite Vyapar Bhavan, Kochi-682025

**KOLKATA:** Tata Teleservices Ltd., C/o Videsh Sanchar Bhawan, 1/18, CIT Scheme VIII, Ultadanga, Kolkata-700054

**REST OF WEST BENGAL:** Tata Teleservices Ltd., Kalptaru, Unit No. B 402-404, Bengal Shristi Complex, 3rd Floor; City Centre, Durgapur-713216

**MADHYA PRADESH:** Tata Teleservices Ltd., Kwality Globus, Permali Wallace Compound, Opp Reserve Bank of India, Hoshangabad Road, Bhopal-462011

**MUMBAI:** Tata Teleservices (Maharashtra) Ltd., D-26, TTC Industrial Area, MIDC, Sanpada, Navi Mumbai-400613

**REST OF MAHARASHTRA:** Tata Teleservices (Maharashtra) Ltd., Al Aqmar Building, Behind Kala Niketan, Opp. Sancheti Hospital, Ganesh Khind Road, Shivaji Nagar; Pune-411005

**ORISSA:** Tata Teleservices Ltd., 3rd Floor; Module-C, Fortune Towers, Chandrashekharpur; Bhubaneswar-751016

**PUNJAB:** Tata Teleservices Ltd., C128, Phase VIII, Industrial Area, Mohali 160071

**RAJASTHAN:** Tata Teleservices Ltd., The Gurman-I, Amrapali Circle, Vaishali Nagar, Jaipur-302021

**TAMIL NADU:** Tata Teleservices Ltd., No. 2, 3, 4 Paras Towers, Thiru Vika Road, Royapettah, Near Shyam Theatre, Chennai-600014

**UTTAR PRADESH (E):** Tata Teleservices Ltd., 2, R. F. Bahadurji Marg, Behind Shakti Bhawan, Luknow-226001

**UTTAR PRADESH (W):** Tata Teleservices Ltd., 501 Mangal Pandey Nagar, Main University Road, Meerut-250001

**CORPORATE OFFICE:** Tata Teleservices Ltd., A, E, & F Blocks, Voltas Premises, T.B. Kadam Marg, Chinchpokli, Mumbai-400 033.

## PRODUCTS & SERVICES PROVIDED:

- Mobile • Wireless • Wireline • ISDN • Pay Telephony – Retail & Institutional Business
- Prepaid Walky • Parsec • Calling Cards • Broadband

**SERVICE COVERAGE:** For complete list of cities & towns, please visit our website at: [www.tataindicom.com](http://www.tataindicom.com)

## Contact Points for Post-Paid Customers

Dial 121 (Toll Free) from a Post-paid TATA Indicom phone or from Non-TATA phone, dial the applicable, as given below:

Circle	Email	Call Centre No.	Fax Nos
Andhra Pradesh	customercare.ap@tatatel.co.in	9246000121	040-66553339
Bihar/Jharkhand	customercare.jharkhand@tatatel.co.in	9234000121	0657-6699018
Chennai	customercare.tn@tatatel.co.in	9240000121	044-66661266
Delhi	customercare.delhi@tatatel.co.in	9210000121	011-66551313
Gujarat	customercare.guj@tatatel.co.in	9227000121	079-66558030
Haryana	customercare.haryana@tatatel.co.in	9254000121	0184-4037475
Himachal Pradesh	customercare.hp@tatatel.co.in	9218000121	0177-2624226
Karnataka	customercare.karnataka@tatatel.co.in	9243000121	080-66685000 080-66681000
Kerala	customercare.kl@tatatel.co.in	9249000121	0484-2333666
Kolkata	customercare.kolkata@tatatel.co.in	9231000121	033-23550152
Madhya Pradesh	customerservice.mpcg@tatatel.co.in	9229000121	9229101313
Mumbai	csmumbai@tatatel.co.in	9220000121	022-67917777
Orissa	customercare.orissa@tatatel.co.in	9238000121	0674-6550248
Punjab	customercare.punjab@tatatel.co.in	9217000121	0172-6551700
Rajasthan	customercare.rajasthan@tatatel.co.in	9214000121	0141-5115880
Rest of Maharashtra	cshelpdesk@tatatel.co.in	9225000121	020-66096300
Rest of West Bengal	customercare.westbengal@tatatel.co.in	9233000121	0343-2544010 0343-2544870
Rest of Tamil Nadu	customercare.tn@tatatel.co.in	9244000121	044-66661266
UP (East)	customercare.up@tatatel.co.in	9235000121	0522-4000700
UP (West)	customercare.up@tatatel.co.in	9219000121	0121-2762767

## Contact Points for Pre-Paid Customers

Dial 12524 (Toll Free) from a Pre-paid TATA Indicom phone or from Non-TATA phone, dial the applicable, as given below:

Circle	Email	Call Centre No.	Fax Nos
Andhra Pradesh	customercare.ap@tatatel.co.in	9246012524	040-66553339
Bihar/Jharkhand	customercare.Jharkhand@tatatel.co.in	9234012524	0657-6699018
Delhi	customercare.delhi@tatatel.co.in	9210012524	011-66551313
Gujarat	customercare.guj@tatatel.co.in	9227012524	079-66558030
Haryana	customercare.haryana@tatatel.co.in	9254012524	0184-4037475
Himachal Pradesh	customercare.hp@tatatel.co.in	9218012524	0177-2624226
Karnataka	customercare.karnataka@tatatel.co.in	9243012524	080-66685000 080-66681000
Kerala	customercare.kl@tatatel.co.in	9249012524	0484-2333666
Kolkata	customercare.kolkata@tatatel.co.in	9233012524	033 -23550152
Madhya Pradesh	customerservice.Mpcg@tatatel.co.in	9229012524	9229101313
Mumbai	csmbai@tatatel.co.in	9220012524	022-67917777
Orissa	customercare.orissa@tatatel.co.in	9238012524	0674-6550248
Punjab	customercare.punjab@tatatel.co.in	9217012524	0172-6551700
Rajasthan	customercare.rajasthan@tatatel.co.in	9214012524	0141-5115880
Rest of Maharashtra	cshelpdesk@tatatel.co.in	9225012524	020-66096300
Rest of West Bengal	customercare.westbengal@tatatel.co.in	9233012524	0343-2544010 0343-2544870
Tamil Nadu	customercare.tn@tatatel.co.in	9240012524	044-66661266
UP (East)	customercare.up@tatatel.co.in	9235012524	0522-4000700
UP (West)	customercare.up@tatatel.co.in	9219012524	0121-2762767

## Contact points for pay telephony, walky pre-paid, parsec and calling cards customers:

Toll free number 1281 for a <b>Pay telephony</b> – Retail & Institutional product from any Tata phone and from non Tata phones dial :		Toll free number 12532 for a <b>Prepaid Walky phone</b> and from a non Tata phone dial :	
Circle	Call Centre No.	Circle	Call Centre No.
Andhra Pradesh	9246001281	Andhra Pradesh	9246012532
Bihar	9234001281	Bihar	9234512532
Chennai	04466661281	Chennai	9244412532
Delhi	01166551281	Gujarat	9227012532
Gujarat	9227201281	Haryana	9254012532
Haryana	9254001281	Himachal Pradesh	9218012532
Himachal Pradesh	9218001281	Karnataka	9243012532
Karnataka	9243001281	Kerala	9249012532
Kerala	04846551281	Madhya Pradesh	9229012532
Kolkata	9231001281 / 03365551281	Mumbai	9220012524
Madhya Pradesh	9229001281	Orissa	9238012532
Mumbai	9220001281	Punjab	9217012532
Orissa	9238001281	Rajasthan	9214012532
Punjab	9217001281	Rest of Maharashtra	9225012524
Rajasthan	9214001281	Rest of West Bengal	9233312532
Rest of Maharashtra	9225001281	UP (East)	9235012532
Rest of West Bengal	923331281	UP (West)	9235012532
UP (East)	9235001281		
UP (West)	9235001281		

Toll free number 12545 for a **Parsec Product** from a Tata phone and from a non Tata phone dial :

Circle	Call Centre No.	E-mail ID	Fax No.
Andhra Pradesh	9246012545	customercare.ap@tatatel.co.in	040-66553339
Bihar	0612-6512545	customercare.jharkhand@tatatel.co.in	0657 6699018
Chennai	9244112545	customercare.tn@tatatel.co.in	044-66661266
Delhi	9212112545	customercare.delhi@tatatel.co.in	011-66551313
Gujarat	9227012545	customercare.guj@tatatel.co.in	079-66558030
Haryana	9254012545	customercare.haryana@tatatel.co.in	0184- 4037475
Himachal Pradesh	9218012545	customercare.hp@tatatel.co.in	0177-2624226
Karnataka	9243012545	customercare.karnataka@tatatel.co.in	080-66685000 080- 66681000
Kerala	9249412545	customercare.kl@tatatel.co.in	0484 2333666
Kolkata	9233312545	customercare.kolkata@tatatel.co.in	033 - 23550152
Madhya Pradesh	9229012545	customerservice.mpcg@tatatel.co.in	9229101313
Orissa	9238312545	customercare.orissa@tatatel.co.in	0674- 6550248
Punjab	9217012545	customercare.punjab@tatatel.co.in	0172- 6551700
Rajasthan	9214012545	customercare.rajasthan@tatatel.co.in	0141 -5115880
Rest of West Bengal	9233312545	customercare.westbengal@tatatel.co.in	0343-2544010
UP(East)	9235012545	customercare.up@tatatel.co.in	0522- 4000700
UP(West)	9258112545	customercare.up@tatatel.co.in	0121- 2762767

Toll free number is 12678 for a **Calling Card** Product from any Tata phone.

## Terms & Conditions

### I. Definitions

- (aa) Appellate Authority means one or more persons appointed as appellate authority under the TRAI's regulations 3 of 2007.
- a) "Charges" or "Tariff" shall include all fees, call charges/tariffs, deposits, rentals and interconnection costs and includes any other incidental charges relating thereto chargeable by TTL from time to time for providing the customer with the Service/s and shall include all Government levies (present and future).
- b) "Customer" shall mean the individual or entity or person who or which has applied for provision of the Service/s vide the accompanying CAF.
- c) "Designated Service Provider" shall mean any individual or legal entity designated by TTL to provide the Service/s (or any of them) or to discharge TTL's obligations hereunder or to exercise TTL's rights hereunder and shall include the successor/s and permitted assign/s of such individual or legal entity to the extent permitted under License.
- d) "DoT" means Department of Telecommunications, Ministry of Communications, Government of India and includes its successors-in-interest.
- e) "Equipment" shall include any phone instrument, subscriber terminal, network interface unit (NIU) and any attachments/accessories thereto (or any of them), necessary for connecting to the Network in order to avail of the Service/s.
- f) "Government" shall mean Government of India and/or a State Government, any Local Authority, Cantonment Board, Telecom Regulatory Authority of India, Courts of law or other judicial/quasi-judicial forums, as the case may be, and shall include their successors-in-interest.
- g) "License" shall mean the license granted by DoT to install and operate the Service/s (or any of them).
- h) "Network" shall mean the communications network and other equipment/software used by TTL to provide the Service/s and shall include telephone exchanges, base stations, microwave and land-line links.
- i) "Other Service/s" means any service/s which are additional to the Service/s including but not limited to content and data service/s, billing and collection.
- j) "Service/s" shall mean all the telecommunications service/s and other value added service/s made available by TTL through its Network, including voice communication service/s, SMS and any Other Service/s.

k) "Service Area" shall mean the geographical area within which TTL is licensed to offer the Service/s under License

l) "TTL" shall mean TTSL and TTML and Designated Service Providers jointly and severally (depending upon the context in which it is used) and shall be deemed to include successors-in-interest and assigns of TTSL and/or TTML and/or Designated Service Providers.

m) TRAI means "Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997

n) "TTO" means Telecommunication Tariff Order; 1999 as amended from time to time notified & published in Official Gazette of India by TRAI.

### 2. Provision of Service/s

TTL will make best efforts to provide to the Customer the Service/s within the Service Area subject to

- these Terms and Conditions,
- provisions of the License,
- any directions or orders or regulations issued by DoT, TRAI, Government, courts, judicial forums and other statutory authorities from time to time, and
- any policies and/or rules/regulations adopted by TTL from time to time with regard to operation and maintenance of the Network and provision of the Service/s. TTL reserves the right to accept or reject, at its discretion, the Customer's application for provision of Service/s made vide the accompanying CAF. TTL shall orally communicate to the Customer, acceptance of the said application.

### 3. Service Conditions

- The availability, accuracy and quality of the Service/s may be affected by factors outside TTL's control including but not limited to physical obstructions, availability or performance of network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in other telecommunication networks to which the network is connected, non-receipt or delay in receipt of suitable right of way and damage or modifications to equipment.
- The Service/s may be suspended in whole or in part at any time, without notice, if the Network fails or requires modification or maintenance. TTL will make

- all reasonable efforts to minimise the frequency and duration of such events.
- c) The allotment of the phone number will be made, and can be changed from time to time, by TTL at its sole discretion. Customer shall have no proprietary right or other interest in the number allotted to the Customer.
  - d) TTL will not be liable to provide the same number in case of loss of the Equipment
  - e) TTL has the sole right and discretion to revise the Charges at any time on reasonable notice to the Customer/delivered in such manner as TTL deems fit.
  - f) TTL reserves the right to apply a credit limit and specify other conditions for Charges incurred by the Customer and to demand interim or advance payment or deposits/additional deposits, and to suspend or disconnect access to the Service/s if such limits are exceeded or such conditions are violated.
  - g) TTL reserves the right to vary the bill cycle for the Charges from time to time. (Condition not applicable for Pre-paid services).
  - h) TTL has the right to check the credentials of the Customer including the Customer's financial standing and to avail the services of any person or agency for such purposes. Obligation of TTL to provide the Service/s (or any of them) shall always be subject to verification of the Customer's credentials and documents and if at any time, any information and/or documents furnished by the Customer is/are found incorrect or incomplete or suspicious, TTL shall be entitled to suspend/terminate the Service/s forthwith without any notice.
  - i) TTL reserves the right to initiate appropriate legal proceedings in case of breach of any of these Terms and Conditions by the Customer (including non-payment of Charges and dishonour of payment instruments furnished by the Customer against his dues).
  - j) Any waiver, concession or extra time allowed or granted by TTL to the Customer is limited to the specific circumstance in which it was given and the same shall not affect TTL's rights under these Terms and Conditions.
  - k) TTL may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Service/s in whole or in part at any time if so directed by any statutory authority or judicial forum or without assigning any reason whatsoever.
  - l) To the extent permitted under License, TTL shall be entitled to designate a third party for discharging TTL's obligations (or any of them) and/or for exercising

- TTL's rights (or any of them) arising pursuant to these Terms and Conditions. TTL shall also be entitled to assign its rights and/or obligations hereunder (or any of them) to a third party at any time without being liable to obtain any consent from or to give any notice to the Customer:
- m) TTL reserves the right to amend these Terms and Conditions (or any of them) and/or to separately specify additional conditions from time to time at its sole discretion without providing any notice to the Customer:
  - n) Any and all information (including that pertaining to the Customer or his business) provided by the Customer to TTL or gathered by TTL independently of the Customer may be disclosed by TTL to any statutory authority or any other entity/individual whether or not TTL provides the Service/s to the Customer.
  - o) TTL shall be entitled to adjust/set-off deposits/ payments made by the Customer against any Charges outstanding towards TTL. Similarly, TTL shall be entitled to adjust/set-off any amounts payable/ refundable by TTL to the Customer against any amounts which, in the opinion of TTL, are payable by the Customer to TTL for the Services or on any other account whatsoever. Such adjustments/set-offs may be made by way of deductions and/or forfeiture of any deposits/additional deposits/advances and/or any other manner as TTL may, at its sole and absolute discretion, deem fit.
  - p) TTL has signed/is required to sign reciprocal agreements with MTNL/BSNL and/or other telecom service providers according to which TTL would not provide new connection to any person who is in arrears with any other service provider and whose line has been suspended by such other service provider. If such person is already a Customer of TTL, TTL upon request by such other service provider, would be required to terminate provision of Service/s to such Customer even though such Customer has been paying TTL's Charges regularly and has been otherwise in compliance with the provisions of these Terms and Conditions. TTL however, will not be liable for any costs, damages or losses in case of termination/de-activation of Service/s as aforesaid.
  - q) The Customer is granted a personal non-transferable license to use the software loaded on the Equipment used/to be used for availing the Service/s. The license shall be royalty free unless otherwise specified by TTL and shall be revocable at TTL's sole discretion in case, in the judgement or opinion of TTL, the Customer

- attempts to or actually does modify, decompile, disassemble, reverse engineer, erase, decode, temper or otherwise alter the software or in case the Customer commits a breach of any of these Terms and Conditions.
- r) The Customer shall be entitled to use the software loaded on the Equipment only for the purpose of accessing telecommunication services provided by TTL and shall not be entitled to use it for any other purpose (including accessing telecommunication services provided by third parties except as permitted by TTL).
  - s) TTSL reserves the right to charge battery replacement based on internal customer segmentation norms, which would be defined and described to the customer on a case to case basis. All Walky batteries are chargeable. Battery is not covered under warranty. Customers will need to purchase batteries from Tata Indicom TVH/TVS in case of any defect.

#### 4. Obligations of the Customer

- a) The Customer shall be liable to make payments for the Service/s on the following basis:
  - i. That payment will be liable to be made on or before the due date mentioned in the bill failing which interest upto 18% per annum and/or late fees shall become chargeable on all outstanding charges for the period from the due date till the date of payment. Further the Service/s (or any of them) shall be liable to be suspended/discontinued/terminated at TTL's sole discretion in such an event;
  - ii. Payments of charges may be made by cash, credit card, crossed cheque, crossed demand draft, or any other mode specified by TTL from time to time. Payments made by cheque are valid subject to realisation. TTL shall not be liable for loss of cash or payment instrument unless TTL has issued a receipt for the same to the Customer;
  - iii. The Customer shall be liable to pay penal charges/fees as may be specified by TTL in case of dishonour of any payment instrument furnished by the Customer besides legal action;
  - iv. The Customer shall be liable to pay all charges for the Service/s provided to the Customer. For post paid subscriber, the charges as billed or specified by TTL whether the Service/s have been used by the Customer or by anyone else from the Customer's phone/phone connection, with or without the knowledge of the Customer, he is liable to pay all charges;

- v. In the event of any dispute regarding the charges, the Customer shall be liable to pay charges as billed by TTL pending resolution of such dispute;
  - vi. The Post-paid Customer shall be liable to pay for the Service/s provided even if the Customer does not receive the bill/s. TTL shall send the bill/s to the billing address as per TTL's records. It will be the Post-paid Customer's responsibility to make enquiries before the due date for payments in case of non-receipt of bill/s;
  - vii. The Customer shall be liable to pay and/or bear all the costs for collection of dues, legal expenses, etc. with interest, in case of non-payment of dues or other violation/s of these Terms and Conditions by the Customer; should it be necessary to refer the matter to a collection agency/legal advisor/representative of TTL.
  - viii. The Customer shall be liable to bear all taxes, duties or levies payable in addition to the charges, including those levied/leviable on this CAF/Terms and Conditions.
- b) The Customer shall not use or cause or allow others to use the Service/s for any improper, immoral or unlawful purpose including in any manner which may jeopardise, affect or impair the operation of the Network and/or provision of the Service/s to the Customer of other customers of TTL or cause public or private nuisance.
  - c) The Customer shall use only the Equipment approved for use with the Network by DoT, Government and/or TTL. The Customer shall not without the prior written consent of TTL, install or attach any attachments to the Equipment used/to be used for availing the Service/s. The Customer shall not use the Equipment belonging to TTL except for the purposes of availing the Service/s.
  - d) The Customer shall comply with all applicable laws, rules and regulations, any instructions issued by the Government, DoT or TTL, concerning the Customer's use of the Service/s and procurement of the Equipment including but not limited to relevant tax laws and import control regulations.
  - e) The Customer shall not open, repair, replace parts of or otherwise tamper with the Equipment except as may be specifically permitted in writing by TTL. The safety of the Equipment shall be the responsibility of the Customer. The Customer shall inform TTL immediately and confirm the same in writing if the Equipment is lost, stolen or damaged. Notwithstanding the preceding sentence, the Customer shall remain liable for all charges incurred until the Service/s provided via the Equipment are de-activated. In such an event, the Customer shall also be liable to make good the loss suffered by TTL as a result of loss, theft or damage to the Equipment.

- f) The Customer shall furnish correct and complete information and documents as required by TTL from time to time.
- g) The Customer shall remain liable for the Charges pertaining to the period of provision and suspension of Service/s and thereafter until payment in full is made.
- h) The Customer shall inform TTL, in writing, of any changes in the billing address. Any written communication, bill, billing statement or notice issued by or on behalf of TTL to the Customer will be deemed as served within 48 hours of posting by ordinary mail.
- i) The Customer shall not assign any right or interest in the Service/s provided under these Terms and Conditions without TTL's prior written consent. The Customer shall not transfer or dispose off or create any lien or encumbrance in respect of Equipment belonging to TTL.
- j) The Customer shall follow the processes specified by TTL from time to time with regard to the Service/s.
- k) The Customer shall inform TTL in writing about any deficiency in Service/s within 7 days of occurrence of such deficiency. TTL shall, upon receipt of complete information about such deficiency, endeavor to get the deficiency rectified.
- l) The Customer shall permit TTL and/or its authorised representatives to enter into and remain upon Customer's premises to install, activate, repair, de-install and recover the Equipment used/to be used for availing the Service/s and the Customer shall obtain at no cost to TTL, appropriate approvals and consents from third parties wherever necessary for the foregoing purposes.
- m) The Customer shall hand over to TTL, possession of Equipment belonging to TTL which is/was delivered to the Customer or at the Customer's premises at any point of time, consequent to termination/disconnection of Service/s.
- n) As regards fixed telephone connections, the Customer shall ensure that the Equipment used for availing the Service/s is not moved or shifted from the premises of installation except with the prior written consent of and after complying with the conditions specified by TTL. (this condition not applicable for pre-paid customer)
- o) The Customer should, if necessary, provide power supply for the functioning of the Equipment. The safekeeping and protection of Equipment shall be the Customer's responsibility.

5. **Validity:** These Terms and Conditions shall be subject to the provisions of Indian Telegraph Act of 1885, Telecom Regulatory Authority of India Act 1997, the rules and regulations framed thereunder and other statutes, regulations and rules as prevailing and applicable from time to time besides any other directions/orders from any courts, tribunals, statutory authorities.
6. **Limitation of liability**
  - a) TTL does not guarantee uninterrupted or fault-free working of the Network or the Service/s or Equipment or Software and shall not be liable to the Customer or to any user or other person for injuries or damages or death resulting from operation of the Network/Service/s/Equipment/Software arising due to any events (including but not limited to fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of government authorities, Act of God and causes originating in the facilities or operations of other telecom or allied service providers).
  - b) TTL makes no representation or warranty other than those specifically set forth in these Terms and Conditions. TTL expressly disclaims all warranties, express or implied, including but not limited to any implied warranty as to merchantability or fitness for a particular purpose.
  - c) TTL shall not be liable to the Customer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the Equipment or Service/s.
  - d) Notwithstanding the generality of (b) above, TTL expressly excludes liability for itself and for its Directors and its employees for direct or indirect consequential loss, damage, economic or otherwise, including loss of profits and loss of reputation even if advised of the possibility thereof. TTL expressly excludes liability for libel and/or slander arising out of a message or content received or sent by the Customer via the Network.
  - e) TTL may at its discretion, send to the Customer via the Customer's Equipment various information for the Customer using electronic media or otherwise.
  - f) In the event that any exclusion contained in these Terms and Conditions shall be held to be invalid for any reason, and TTL becomes liable for loss or damage that it may otherwise not have been liable for; such liability shall be limited to refund of any deposits furnished by the Customer after adjusting the Charges due by the Customer.

## 7. Suspension/Disconnection/Termination

- a) Notwithstanding anything contained herein, TTL shall be entitled to suspend/disconnect/terminate the Service/s (whether fully or partially and whether temporarily or permanently) if:
  - i. The Government or the Authority either suspends, terminates or takes over the License or the Service/s temporarily or otherwise;
  - ii. At any time the Customer fails to satisfy the requisite credit checks or provides incorrect or misleading information (whether or not with a fraudulent intent);
  - iii. The Customer fails to pay Charges due;
  - iv. The Customer is in breach of any other provision of these Terms and Conditions
  - v. The provision of Service/s (or any of them) to the Customer adversely affects the Network or Equipme nt of TTL or the provision of Service/s to other customers or if any approvals/consents/ permits which are necessary for facilitating provision of the Service/s to the Customer are revoked, discontinued or suspended;
  - vi. If the Customer is declared insolvent, bankrupt or is liquidated or dissolved;
  - vii. If a Trustee or receiver is appointed to take over the assets of the Customer;
  - viii. If the Government or Authority requires any of these Terms and Conditions to be revised in such a way as to cause significant adverse consequences to TTL.
- b) Termination/Disconnection/Suspension of the Service/s pursuant to any provisions set forth herein shall be without prejudice to, and in addition to any

right or remedy available to TTL under any applicable law or statute.

- c) In the event of the termination/disconnection/ suspension of the Service/s for any reason whatsoever, TTL shall be entitled to recover all outstanding Charges (in case of pre-paid customer "the equipment") and dues from the Customer.
- d) Any reconnection of Service/s shall be done at the sole discretion of TTL and upon payment of charges and fulfillment of other conditions as specified by TTL.
- e) Customer shall remain liable for the Charges during the period of suspension of Services.
8. Severability & Jurisdiction in the event of any provision/s of these terms and conditions being held to be invalid, illegal or unenforceable by any court or other forum/statutory authority, such provision shall stand severed from the other provisions of these Terms and Conditions and shall be deemed to be expunged. The invalidity, illegality or unenforceability of such provision shall not in any manner affect or impair any other provisions of these Terms and Conditions and these Terms and Conditions shall be thenceforth construed as if such invalid, illegal or unenforceable provisions were never contained herein. Any disputes, differences and legal proceedings arising or initiated in connection with these Terms and Conditions or with the provision of Service/s shall be subject to the exclusive jurisdiction of the court/s situated in the city/town in which the main Circle Office of TTL administering the Customer's connection/s provided pursuant to the accompanying CAF, is situated.

## 9a. Shifting of premises: Applicable for post-paid customers

- Where customer wants to shift in the same premises
  - Customer should have minimum Rs 500/- deposit for change from Wall mount to Table top
  - For Axesstel 830FM and Sungil models customer has to make an upfront non-refundable payment of Rs 1000/- + Service Tax as applicable.
- Where customer wants to shift to a different premises
  - In case it is a wireline, wall mount customer will be charged one time Rs 200/- per change (non-refundable)
- Where customer wants to shift to a different premises along with a change in connection
  - In case it is a wireline, wall mount customer will be charged one time Rs 200/- per change (non-refundable)
- Where customer wants to change from Wireless to Wireline
  - Customer will be charged one time Rs 200/- per change (non-refundable) plus Sales Tax
- Where customer wants to change from Wireless to Wireline along with DEL change
  - Customer will be charged one time Rs 200/- per change (non-refundable) plus Sales Tax

**9b. Shifting of premises: Applicable for post-paid Walky customers**

- Where customer wants to shift to a different premises with the same telephone (same customer)
  - The customer submits the request by filling in a Service Request Form (SRF) for shifting along with the documents to the TVH / TVS
  - On positive verification of the address, phone line will be transferred to the new address

**10a. Modes through which a Post-paid customer can communicate his/her complaints**

- Call centre – A toll free number where a customer can call any time of the day. The customer will register the complaint and Customer Care will provide Customer with a unique complaint number (docket number) and also feedback, on the time within which complaint would be resolved, will be provided to the customer
- Emails – Customers can e-mail their complaint and they will get a unique complaint number (docket number), which will be communicated within 4 hours of receiving the complaint and also feedback, on the time within which complaint would be resolved, will be provided to the customer.
- Faxes
- Walk-in outlets

All complaints will be resolved within 7 days of receipt. Billing complaints may take upto 4 weeks to be resolved.

**10b. Modes through which a Pre-paid customer can communicate his/her complaints**

- Call centre –
  - Customer can call the Toll free number –12524, any time and for any complaint.
  - The complaint is registered and if it is a valid complaint, a complaint number is generated (to be called as Docket Number). This Docket number will be given to the customer and also the feedback will be provided to the customer within the SLA communicated.
- Emails – Customers can e-mail their complaint and they will get a unique complaint number (docket number), which will be communicated within 4 hours of receiving the complaint and also feedback, on the time within which complaint would be resolved, will be provided to the customer.
- Faxes
- Walk-in outlets

**10c. Modes through which a Walky, Pay Phone, calling card customer can communicate his/her complaints.**

- Call Centre – A toll free number where a customer can call any time of the day and for any complaint that is registered and if it is a valid complaint a unique complaint number (docket number) will be given and also the feedback will be provided to the customer on the time within which the complaint will be resolved. Customers can call 1281 for Pay Telephony, 12532 for our Walky phones, 12545 for Parsec and 12678 for calling card numbers. All complaints will be resolved within 48 hours.

In case the problem is not resolved within the stipulated time or the customer is not satisfied with the resolution provided she can escalate the complaint to the Nodal officer via. Email, white mail, or phone call. Customer will get a revert regarding the complaint number within 3 days and the resolution within 10 days from the date the complaint was registered with the Nodal officer. However in case of complaints related to fault or disruption of service or disconnection of service shall be redressed within three days from the date of registration of complaint.

The Nodal officer shall after taking the remedial measure for redressal of the grievance or decision thereon, intimate within the time limit specified above, the remedial measure or decision taken, to the customer. The appeals against the decisions of Nodal Officers shall only be made before Appellate Authority appointed by TTL.

**Note:** Working Hours are defined as 9:00 – 21:00 excluding Sunday and Public holidays

11. An Annexure I [relating to the Basic Service (wire line)] to the Manual containing text of the Quality of Service Benchmarks specified by TRAI is attached.
12. An Annexure II [relating to Basic (Wireless) and Cellular Mobile Telephone Service] to the Manual containing text of the Quality of Service Benchmarks specified by TRAI is attached.
13. An annexure III (relating to Broadband services) to the Manual containing text of Quality of Services Benchmarks specified by TRAI is attached.

**14a. Disconnection/Termination:**

- The Post-Paid Customer can give a request for disconnection by either calling up 121, emailing the request, faxing the request or visiting True Value Hubs / True Value Shoppe
- Once the disconnection request is received, TTSL will process the same by first disabling the outgoing service and the rentals for the customer. This will be done within 24 hours (subject to recovery/surrender of Hand set/CPE) of receiving the request
- Total period for the customer to get the refund (if any) is 60 days from the cancellation request given.
- Deposit Refunds post cancellation are only applicable when:
  - The outstanding due are lower than deposit
  - Customer is not in EMI scheme where the tenure is not yet complete
  - The NIU has been returned
  - NIU is not in damaged condition
  - All other equipments, if any, are retrieved
  - There are no multiple connections in one account and if there is the deposit will be adjusted against the account

**14b. Disconnection/Termination: Pre-paid Walky, Parsec & Pay phone customers**

- Customer can give a request for cancellation by either calling up 1281, emailing the request, faxing the request or sending a white mail. Once the cancellation request is received, TTSL will do the retention activity and then process the same by disconnecting or retaining the number within 24 hours (subject to recovery/surrender of CPE) of receiving the request.
- After disconnection the product is retrieved and accounted for after which the refund process begins.
- Total period for the customer to get the refund (if any) is 60 days from the day the cancellation request is accepted.
- Deposit Refunds post cancellation are only applicable when:
  - The NIU has been retrieved.
  - NIU retrieved is not in damaged condition.
  - All other equipments, if any, are retrieved

For details on TRAI Regulation on Consumer Protection you may visit TRAI website at : [www.traigov.in](http://www.traigov.in). For knowing further details on Customer Care, Nodal Officers, Appellate Authority and most competitive tariff plans you may visit our website at [www.tataindicom.com](http://www.tataindicom.com)

**Nodal officers details**

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**Appellate Authority:**

If you are not satisfied with the decision/response of the Nodal Officer, you may appeal before the Appellate Authority during working hours 9:30 am to 6:00 pm, Monday to Friday. The appeal shall be made in writing and filed in duplicate.

To download the form, please log on to the link [www.tataindicom.com/customer-care.aspx](http://www.tataindicom.com/customer-care.aspx) or alternately do visit our TRUE VALUE HUBS (TVH) where the prescribed form is available. Please courier the prescribed form duly completed and signed directly to the Appellate Authority at the address given below

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**Annexure - I**

Service Parameter and Time Limit for Service Request or Redressal of Complaint of Telecom Consumers by Call Centres

**A: Basic Service (Wire Line)**

Serial Number (1)	Service Parameter (2)	Time Limit for service request or redressal of complaint (3)
(i)	Provision of Telephone	All cases within seven days (Subject to technical feasibility)
(ii)	Fault Repair	Within three days Rent Rebate Faults pending for >3 days and <7 days: Rent rebate for 7 days. Faults pending for >7 days and <15 days: Rent rebate for 15 days Faults pending for >15 days: Rent rebate for 1 month
(iii)	Shift of Telephone	Within three days
(iv)	Closures	Within twenty four hours
(v)	Percentage of Billing Complaints resolved within four weeks	All billing complaints to be resolved within four weeks.
(vi)	Time taken for refund of deposits after closure	All cases of refund of deposits to be made within sixty days after closure.

**Annexure - II****B: Basic Service (Wireless) and Cellular Mobile Telephone Service:**

Serial Number (1)	Service Parameter (2)	Time Limit for service request or redressal of complaint (3)
(i)	<p>Billing Performance</p> <p>(a) Percentage of billing complaints resolved within four weeks</p> <p>(b) Period of all refunds/payments due to customers from the date of resolution of complaints.</p>	<p>(a) All billing complaints to be resolved within four weeks.</p> <p>(b) All cases of refunds or payments due to customers to be made within four weeks from the date of resolution of billing complaints.</p>

**Annexure- III****C: Broadband Service**

Serial Number (1)	Service Parameter (2)	Time Limit for service request or redressal of complaint (3)
(i)	Service Provisioning/ Activation Time	All cases within fifteen days (Subject to technical feasibility)
(ii)	Fault Repair/ Restoration Time	Within three days
(iii)	<p>Billing Performance</p> <p>(a) Percentage of Billing Complaints resolved.</p> <p>(b) Time take for refund of deposit after closure</p>	<p>(a) All billing complaints to be resolved within four weeks.</p> <p>(b) All cases of refunds of deposits to be made within sixty days after closure.</p>