



UNITED TELECOM LIMITED

CUSTOMER CONTRACT FORM

GID NUMBER	
SID NUMBER	

For priority processing of your application, please complete all sections in BLOCK LETTERS, use only BLACK or BLUE INK ball pen. Cross [X] one of the appropriate boxes only. Do not write outside the box. ONE FORM PER TELEPHONE.

PLEASE TELL US ABOUT YOURSELF

TYPE OF CUSTOMER	<input type="checkbox"/> Individual	<input type="checkbox"/> Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Pvt. Ltd. Company	<input type="checkbox"/> Ltd. Company	<input type="checkbox"/> Govt. Sector	<input type="checkbox"/> Trust/Society	<input type="checkbox"/> Others				
Customer Name												
Address												
Billing/ Correspondence Address												
User's Permanent/ Regd. Office Address												
Date of Birth	D D / M M / Y Y Y Y		Father's/ Husband's Name					Nationality				
Contact Phone No.					Mobile No.					E-mail ID		
Gender	<input type="checkbox"/> M <input type="checkbox"/> F		PAN No									
Purpose of Connection	<input type="checkbox"/> Business <input type="checkbox"/> Residential		In case PAN Number is not provided, please mention Tax Registration No.									
Citizenship Number (for Nepali Citizens only)					Foreign Nationals, please provide copy of passport.	Passport Number						

PLEASE GIVE DETAILS ABOUT SUBSCRIPTION

Type of Connection	<input type="checkbox"/> Voice + Data	<input type="checkbox"/> Voice + Fax + Data	Tariff Plan									
Facility on Telephone	<input type="checkbox"/> Local	<input type="checkbox"/> Local + STD	<input type="checkbox"/> Local+ STD+ISD	<input type="checkbox"/> Home Metering								
Do you need Directory listing	<input type="checkbox"/> YES <input type="checkbox"/> NO	Name as it should appear in Directory										

PLEASE GIVE CONNECTION DETAILS

Do you need UTL CDMA instrument	<input type="checkbox"/> YES <input type="checkbox"/> NO**	Payment Option	<input type="checkbox"/> 3 Month Installment	<input type="checkbox"/> 6 Month Installment	<input type="checkbox"/> 36 Month Installment	Existing Telephone number at same address if any					
Phone Plus Services	<input type="checkbox"/> Wake-up Call/Reminder facility.	<input type="checkbox"/> Abbreviated Dialing.	<input type="checkbox"/> Call Transfer	<input type="checkbox"/> Call Forward (Busy/Noreply)	<input type="checkbox"/> Call Forward (Unconditional)	<input type="checkbox"/> Call Hunting					
	<input type="checkbox"/> 6 Party Conference Call.	<input type="checkbox"/> Dynamic STD/ISD Facility.	<input type="checkbox"/> Calling Line Identification Presentation (CLIP).	<input type="checkbox"/> Call Forward (Unconditional)	<input type="checkbox"/> Selective call Acceptance	<input type="checkbox"/> Call Waiting (Call Alert).					
	<input type="checkbox"/> Voice Mail Service.	<input type="checkbox"/> 3 Party Conference Call.	<input type="checkbox"/> Don't Disturb.								
Address	House/ Flat No.	Building/ Apartment Name									
Street Name	Colony Name										
Name of City	Zip Code										

** Service/quality subject to technical compatibility.

PLEASE GIVE PAYMENT DETAILS

1) Security deposit (refundable) (Rs.)		<input type="checkbox"/> Cash	Receipt No.					Dated					
2) Payment for Instrument (Rs.)		<input type="checkbox"/> Cheque*	Cheque/DD No.					Dated					
2) Installation Charges (activation) (Rs.)		<input type="checkbox"/> Demand Draft*	Drawn on										

I hereby under take that I will pay all the balance installments towards the instrument/device cost as per the schedule agreed upon & provided by UTL failing which, I authorise UTL to take back the instrument/device.

I/ I on behalf of the Company hereby declare that the information given above is true to the best of my knowledge and I have read the agreement given overleaf and that I agree to abide by it. I also agree to abide by any changes that are made from time to time. I am enclosing copy of my passport/Bank Passbook/ House Ownership deed/Lease Agreement/Electricity Bill/Citizenship Certificate as a proof of my address for billing and correspondence as mentioned above. I am/am not (not applicable) enclosing the copy of the partnership deed/memorandum and the articles of association and balance sheet of the company. I am/am not (not applicable) enclosing a power of attorney from my company, authorising me to apply for a UTL connection.

Name of authorised Signatory										
Designation of Authorised signatory										

D D / M M / Y Y Y Y										
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Signature and stamp of The customer within this box only. Do not stamp outside this box. Use blue/black colour stamp pad only.

FOR OFFICE USE ONLY

Exchange Code			BTS Number			Date of Activation	D D / M M / Y Y Y Y		Telephone Number		
Documents attached	<input type="checkbox"/> Citizenship Certificate	<input type="checkbox"/> Tax Registration Certificate	<input type="checkbox"/> Address Proof	<input type="checkbox"/> Others							
Telephone Model No.					S. No.						
Accessories					Colour			Fax			
Payment Particulars	<input type="checkbox"/> Down Payment	<input type="checkbox"/> Installment	<input type="checkbox"/> Others								

Authorized Signatory UTL

Instructions:

(a) Please furnish the proof of address of residence (any document containing photograph). (b) Public Limited Cos. may enclose certificate of incorporation, memorandum of articles, duly signed by the MD/Director of company along with any proof of identity as above of the authorized officer of the Company. In case application is signed by authorized signatory, then attested photocopy of Power of Attorney must be attached. (c) In case of Foreign Missions in Nepal and other foreign agencies, the name and designation of the authorized officer along with details of officials etc. for whom the Phone is intended to be given. (d) In case of outstation subscribers, details of local reference(s) to be given. (e) * Payment will be accepted by cash/pay order/Demand Draft only, in favour of "United Telecom Limited".

Strike out as ☒ whichever is not applicable

*Agreement between UNITED TELECOM and _____

United Telecom Ltd. having its office at _____ District/ Metropolitan/ Sub-Metropolitan city, Ward no. _____ (to whom herein- after has been addressed as UTL) and Mr./Mrs./Miss./Ms _____ of age _____ yr. son of Mr. _____ Grandson of Mr. _____ residing at District _____ Metropolitan/Sub-Metropolitan city, Ward No _____ (holding the citizenship certificate No. _____ of District _____) whose telephone number is _____ (to whom hereinafter is addressed as customer) have agreed to enter into an agreement for the purpose of providing and receiving of telephone services. Both parties agree to come into an agreement by signing in two copies of this agreement paper and receiving one copy each declaring that the terms and conditions mentioned below should be equally binding both the parties.

Introduction to the agreement:

This agreement is made between the customer and the United Telecom Ltd.(registered under the Company's Act 2053 and having its registered office at Triveni Complex, Putalisadak, Kathmandu) and both parties mutually agree to abide by the terms and conditions mentioned below. Agreement between UTL and customer can also be concluded through postal order and fax .

1) Definition :

"Government" means His Majesty's Government of Nepal.

"Officer" means the official representative of His Majesty's Government of Nepal and Telecommunication Authority (NTA); it also includes all such representatives nominated by His Majesty's Government and NTA by other ways or nominated for specific purpose and time.

"Authority" means "Telecommunication Authority" established under "Nepal Telecommunication Acts 2053".

"Service" means basic telephone services and other Value Added Services rendered or to be rendered by UTL directly or through its units to the customers.

"Value Added Services (V.A.S)" means those services obtained through basic telephone system in addition to the services included in the further pages as communication and switching systems.

"Customer" means any person, company, association of person or co-operative society to whom UTL has granted the procedural rights to use of the services so provided.

"Accessories" means the basic telephone system which is similar to WLL and which has to be connected to the network for operation.

"Network" means any base station, switching process, microwave and land line, contact and specified public telecommunication accessories, which are essential for providing UTL service.

"Tariff" means cost, rent, price, rate, tax, fines and penalties and the cost specified charge and unpaid payments of every sort for the services rendered.

"Specified date" means the date specified in the bill sent to the customer, for the payment of the amount and the amount so due must be deposited in the UTL's a/c within the given date.

"Natural Calamities" means happening of any event beyond the control of both the parties, without any fault or negligence on their part and which is unpredictable. namely, war, revolution, fire, flood, famine, disturbance and stoppage in transport and like. A natural calamity does not include strikes and lockouts.

2) Duration of the agreement :

This agreement shall be in force up to the duration equivalent to a period that of the authority's permission letter (basic-02) provides and in the case of renewal for the duration of renewal.

3) Conditions enforceable :

1) This agreement will be enforceable only after the UTL, based on the condition provided has connected the telephone and provided all other services as desired by the customer. No rights arise due to the amount paid by the customer unless the services have been connected to / provided UTL can reject any customer without taking any responsibility.

2) It shall be considered the customer is well aware of the basic telephone services and about its merits, necessities, limits etc and has signed the agreement with complete knowledge of these facts.

3) UTL can operate its service through any brand name.

4) Services :

Both the UTL and the customer have agreed to render and make use of the services so rendered in accordance to the conditions mentioned in this agreement. These conditions are not full conditions and UTL can add remove any condition or conditions with prior permission from the authority.

5) UTL's Representation, Responsibilities and duties :

1) UTL shall provide the customer with the services in accordance to the conditions mentioned in this agreement.

2) UTL reserves its rights that on its own discretion can alter any service/ organization or service type and traffic rule without prior notice but tariff and charge can be changed unilaterally by providing prior public notice of the fact.

3) The customer has to accept the basic number provided by UTL, selection

from the so distributed basic numbers shall depend on the discretion of UTL. On the event of disconnection, termination or return (surrender) of the number UTL can give the same basic number to other customers, basic numbers will always remain with UTL and can be changed on its discretion.

4) UTL can change the billing system in accordance to its discretion.

5) UTL can fix the monthly financial facility limit, manage credit and take advance for the purpose of providing the services or suspend these services, or order for partial or full discontinuation of services.

6) UTL can provide any supplementary services and such services can be cancelled or changed at any time without any prior notice.

7) Any full or partial concession on amount of payment, given by the UTL to the customer and additional time given, such work is to be performed at the specified time and this provision will not affect other conditions provided by the UTL.

8) The UTL may have to provide the details of any customer on demand from His Majesty's Government and related organization and UTL will hold the rights to submit such details at such times. The customer will not have any rights to complain against the UTL on submission of such details.

9) UTL can take the payments through credit cards on its discretion if specified facilities are provided to it.

10) Any problem regarding the services has to be submitted in written form. Any oral complaint except for repairs shall not be attended to.

11) UTL or any of its service providing officials cannot be held responsible for loss of any payment instruments and / or late receipts of such instruments while sending through post or courier or in person.

12) The services shall be available only within the coverage range of the basic station. UTL's decision for the number of coverage station and system shall be acceptable to the customer.

13) The services that should be available to the customer may be affected due to the conditions beyond control of UTL. UTL under any such circumstances shall not be responsible.

14) On non-functioning of any service or in time of improvement or repairs to be undertaken, UTL, without any prior notice can suspend/terminate/ discontinue all or some services. But UTL will take all measures at its best not to let such adverse situation arise or to minimize it and for such suspended period too the customer shall have to pay minimum amount of tariff except UTL decides otherwise.

15) Any loss suffered by the customer due to such disturbances on any services, UTL shall not be responsible.

16) Since, UTL does not guarantee either directly or indirectly on the services provided by it or any effects in to the services. It shall not be responsible to any customer or person working under him.

6) Duties of the Customer :

1) The customer should comply with the prevailing law of Nepal.

2) The customer should use the services in accordance to the rules and directions provided by His Majesty's Government, Authority or UTL.

3) The payment for the use of services shall be made in advance or after the use of services as decided by UTL.

4) The customer accepts to make the payments of the amount on the date mentioned in the bill or before the date and promises to deposit the money in UTL's account

5) The customer agrees that the lines can be disconnected with prior notice under the following circumstances:-

a) Incase, on any date before the day of payment, amount on any bill or the amount due or payment due or the sum total of any of the two exceeds 95% of the amount of the security deposit.

b) Even after the payment has been made if there remains due on any head or less amount has been paid.

c) Under any circumstance, the amount due exceeds 95% of security deposit.

6) Regular/ duplicate/ interim or temporary bills are the bills payable by the customer.

7) Regular bills are prepared every month. Incase preparation of regular bill is not possible interim bill will be issued which contains details of amount payable. Temporary bill or duplicate bill will be issued only on request from the customer. After the issue of the regular bill the total amount received from the customer will be adjusted.

8) UTL has the rights to change the bill duration and date. Since, billing system is in Kathmandu. The bills relating basic services, Value Added Services and other services will be sent to the address given. Incase of change of address the new address has to be given with proof of change of address. The customer is considered notified of the date for the payment of the bill and its procedure since it is published in communication media. It shall be considered that the customer has received the bill within 48 hrs of the time of dispatch of the bill. Incase the bill is not received within 7 days, the customer has to take a duplicate bill from UTL or its general representative and make sure the payment is made within the specified date.

9) Incase of late receipt of the bill or loss suffered UTL is not responsible. The

bill will be sent to the customer's given address by post, courier or any other medium as may be considered suitable by UTL. Payment may be made by general clearing cheque/Demand Draft or cash only. Telephone number and cheque number has to be mentioned in the medium of cheque or Demand Draft or cash. In case payment through cheque/Demand Draft until the amount is deposited in UTL's account it is not considered duly paid and remains unpaid. The customer can apply for a copy of bill interim or item wise (detailed description) by paying due charges. Written application should be submitted at UTL office. But UTL shall not provide in case the request for the bill of detailed description is made for a period exceeding the limit of 45 days or is made after 15 days from the date on the bill. It is the duty of the customer to obtain the regular/duplicate copy/temporary/ interim/ item (detailed description) bill and pay the dues, despite of anything being written under this section or anywhere else of this agreement.

- 10) According to the condition mentioned above while the request is being in process, the service can be terminated by giving prior notice either on the date of bill payment or prior or any date after the payment.
- 11) The customer has to pay for the service rendered to him and while making the payment he cannot claim that he has not made use of the network and service.
- 12) If there is any dispute about the bill sent, the customer agrees to pay the amount in the bill until such dispute has been settled.
- 13) The customer has to pay all the charges unless especially mentioned otherwise.
- 14) Only customer is entitled to use the service. The customer will not use the service for unethical, immoral or illegal purposes or in such manner that it may effect the network operation or let anyone else use it as such.
- 15) The customer will use only permitted instruments for using UTL's network.
- 16) The customer agrees to the fact that UTL can terminate at any time any service by giving a notice.
- 17) The customer has to pay the minimum monthly charge for suspended period and for following period as well.
- 18) If the customer has any complaint, he has to inform immediately to UTL in written form.
- 19) The customer will not transfer any rights, benefits, or responsibilities unless prior permission has been obtained in written from UTL.
- 20) The customer agrees that it is his duty to be informed about the terms and conditions in this agreement. He also agrees to bear the responsibility arising out of his ignorance about the terms.
- 21) The customer is aware of the current rules and agrees to follow the laws related to the service and UTL's directions regarding the same.

7) Fines for late payment of the bill:

On payment of monthly bill, payment made after the date specified, UTL will charge interest at a reasonable rate for the period of late payment. This does not affect the right of UTL to completely or partially disconnect the service.

8) Duties not to be borne by UTL :

- 1) UTL is not responsible for any profit, treasury, fame, estimated savings, contract etc and the effect on these direct or indirect losses due to the effect of using its services.
- 2) UTL is not responsible for any transaction made by the customer with any party not recognized by UTL.
- 3) Any warranty, representation, provisions or promises not mentioned in this agreement are not made by UTL.
- 4) UTL is not responsible for the effect on the services and non-compliance of the duties and responsibilities by UTL due to the factors beyond its control like environmental conditions, infrastructure (Roads or Buildings) and distant location of stations, natural calamities and other unpredictable circumstances.
- 5) UTL isn't responsible for operation of any service or plan if it is obtained from the local representative, business partner, distributor, channel partner, dealer or retailer without the prior permission from UTL.

9) Sale / Transfer :

- 1) The service connection is of non-transferable nature. Any personal transfer made by the customer without the consent of UTL shall not end or reduce his liabilities towards UTL.
- 2) On acceptance of payment from any person other than customer, it shall not be considered that rights and duties have been transferred.

10) Credit Management :

- 1) The calls in arrears of payment for the post payment situation for the month or the previous month or this duration or any other period (whether included in the bill or not) will be considered while making payment and for credit management.
- 2) Rental, value added service, planning charges etc, such responsibilities have to be paid in advance and the credit arrangement on these shall only be for the purpose of accounts.
- 3) UTL has the sole rights to decide ab and prior charges and call charges (whout the financial limit of the payment for various charges. If the rules

regarding the credit is violated either included in the bill or not) is not paid, the service can be suspended fully or partially. Currently this limit is fixed at 95% of the security deposit.

- 4) UTL, with reference to its records, can disconnect the service fully or partially after informing the customer on account of dishonor of cheque due to shortage of balance in customer's account, wrong address and identification, bill is returned or rejected or if the bill is not paid within the date specified by UTL.
- 5) UTL after recovering all due amounts including fines, can either fully or partially reconnect the service on its own discretion.
- 6) If the customer does not give any reason after the suspension of service and within 3days, (in order to satisfy UTL), contact with the customer will be completely ended. If the customer applies, within 10 days from the day of termination, guarantying that the cause of such termination will not be repeated ever, the service will be reconnected either fully or partially depending upon the availability of the same or any other number.

11) Complaints on the bills/services:

After receiving the payment due on the disputed bill ,within 15 days from the specified date, investigation shall be conducted. The customer shall be informed about the result of the investigation. But, it is the duty of the customer to be aware about the state of complaint made by him. If not satisfied by UTL's decision, an application may be submitted to Nepal Telecommunication Authority.

12) Customer service facility:

If customer requires any help or assistance for the basic services, he may demand from UTL's customer care center or before its service manager during the working hours. The customer can seek help through telephone also.

13) Tariff, Rate, Fine, Cost, Security, Tax and Changes thereof:

- 1) In relation to the information required on the basic telephone service, the current fare, fines, cost, tax, and the amount of these, the customer is requested to contact the UTL's office or its service unit office. The changes in these items unless mentioned otherwise will be enforceable immediately. The changes in relation to the fare and conditions, tax, fines, and cost of service will have to be accepted by the customer.
- 2) Despite of anything written in this section, the rights to changes in fare, taxes, cost, securities will remain solely with UTL. UTL will inform the customer regarding the same through public notice.
- 3) Despite of what is written in this agreement, UTL reserves the right to change and review the tariff system and plan by giving prior notice. It also reserves the right to stop and renew the present rate of tariff.

14) Terms and Conditions of services and changes thereof :

Despite of what is written in this agreement, the conditions of the services can be changed, altered and reviewed after giving prior notice and such changes shall be applicable to the customers.

15) Notice / Information to Customer's:

Any information relating to the service, termination or cancellation of service, charges, price, fines, security, tax, notice can be given through telephone call or mobile call, S.M.S, voice mail service, fax, e-mail, general post, registered post or courier service. While doing so a notice informing the same will be put up in UTL notice board or at customer's address and this shall be considered that the customer has been duly and sufficiently informed.

16) Validity:

- 1) The validity, definitions, and follow up of the terms and conditions in this agreement shall be according to the prevailing law in Nepal.
- 2) The disqualification or non-acceptance of any one of the conditions in this agreement does not affect the validity of other arrangements.

17) S.T.D./I.S.D facilities:

- 1) It is a supplementary service from UTL. UTL will provide access only to the S.T.D./I.S.D services managed by telecommunication and other service units. If the S.T.D./I.S.D facility does not function even after the necessary infrastructure has been provided within the reach of the customer, UTL is not responsible.
- 2) There must be a written request or application from the customer for S.T.D./I.S.D facilities.
- 3) In case of dishonor of the cheque, wrong address or rejection of the bill, UTL can stop the service and take other actions. In case payment is not made within the due date, the service is suspended. If the customer does not inquire about the matter along with proof within 3days from the date of suspension of the service the service is terminated. When 95% of the security deposit is exhausted, the S.T.D./I.S.D facility is suspended. After the receipt of S.T.D./I.S.D facility, in case of delay in payment, dishonor of cheque, wrong address, the amount due exceeds the credit limit, rejection of the bill, change of the address given in written form or pronouncement is found to be wrong the S.T.D./I.S.D facility can be immediately suspended or even terminated.
- 4) The application with security deposit for S.T.D./I.S.D facility can be rejected

or returned. Since, the extra deposit has to be maintained separately for S.T.D/I.S.D facility, the customer has to maintain the security with UTL until he terminates the facility for local services.

- 5) The S.T.D/I.S.D facility can be terminated temporarily or permanently on technical grounds, software up-gradation, billing failure or disconnection and circumstances beyond the control of UTL. Under such situation, the customer can inquire about the state of the facility from any of the related UTL dealer's office. The customer can also be informed through S.M.S, VMS, e-mail, general post or newspapers and the information given in this manner is considered complete.
- 6) This service will not avail or is withdrawn in case due to software up gradation the link between Nepal Telecommunication Corporation, UTL and other service provider is disconnected or is not functioning or if the customer is not technically trustworthy. UTL is not responsible for the after effects of the non-availability or withdrawal of S.T.D/I.S.D services.
- 7) If the customer forwards an application bearing his signature, requesting the refund of the deposit made for S.T.D/I.S.D facility, the balance is refunded immediately after deducting all the dues. The payment through the cheque /T.T, given to the customer himself, has to be received within 30 days from the date of the cheque. UTL is not responsible after that.
- 8) It may take at the most 7 days to complete the process for providing the S.T.D/I.S.D facility, after the submission of complete application by the customer. The S.T.D/I.S.D facility can be used only after depositing the required security and clearing all earlier dues. The application for S.T.D/I.S.D facility can be rejected without giving any reason.

18) Discontinuation and Termination:

Despite of what is written in earlier provisions, UTL can suspend, disconnect or terminate the service under following circumstances after giving prior notice:

- 1) When NTA suspends temporarily or in other ways or terminates the license or nationalizes or overtakes the project.
- 2) When the customer is not able to make the payments or any information given to UTL by the customer is found untrue.
- 3) a) The amount in the bill or dues or any other payment due exceeds 95% of the security deposit before the payment date.
b) Any dues or short term due is left out after the payment date.
- 4) If the customer violates any of the terms and conditions and does not resolve it within 3 days after UTL has given the notice.
- 5) If the customer violates any of the terms and conditions, UTL can terminate any sort of network.
a) If the service is terminated due to any reason, UTL has the right to take any due charges and price from the customer for the services used by him.
b) If the service is terminated due to the wrong information given by the customer, UTL has the right to seize the security deposit. UTL will disconnect the services from the network after the service ends. UTL can reconnect the basic telephone service to the network on its discretion.

19) Security deposit:

- 1) The customer, in order to avail the service, has to pay an amount as security deposit, when asked by the UTL.
- 2) In similar manner, the customer has to pay security deposit as demanded by UTL, for Value added service, supplementary service of S.T.D./I.S.D., and voice mail service provided by UTL.
- 3) No interest will be paid on such deposit given by the customer. In case, the line is not issued within 6 months from the date of deposit, an interest of 10% will be paid on the amount so received. However, the service has to be provided within 1 year from the date of receipt of the deposit.
- 4) Despite of anything written in this clause, UTL can deduct or use and adjust the amount for fees, tax and other payable amounts from the deposit. The amount so deducted or adjusted has to be repaid by the customer immediately when demanded by UTL.
- 5) The balance after such deduction and adjustment has been made has to be refunded to the customer through an account payee cheque by UTL within 15 days from the date when the agreement has been terminated, surrendered or returned by the customer.

20) Change of telephone number:

- 1) The customer has to give an application, signed by himself along with charges, requesting for the change of telephone number. The company requires at least 7 days to act on it. UTL can reject such application without disclosure of any reason. If any payment is due, no action will be taken on the application for change of number.
- 2) UTL will inquire about signature, security deposit receipts, and bill amount due etc and then only balance of the security deposit will be refunded to the

customer. The refund will be made immediately, once the due payments have been cleared. Any amount payable by the customer, unpaid or due, any charges can be recovered at any time by UTL.

- 3) Only security is refunded. All other charges and management charges will not be refunded.
- 4) The repayment of security will be made only through account payee cheque or Demand Draft and not in cash. Any payment on such cheque or Demand Draft should be collected within 30 days from the date of the cheque. In case of the death of the customer, his legal heir after providing the proof that he is the legal heir and submission of the application for the refund, the cheque/ draft will be provided. UTL requests its customers to collect the payment on these cheques/Demand Draft within 30 days from the date of the cheque/Demand Draft. The customer has to be aware to collect the amount within 30 days. The customer has to be careful so that the cheque/ Demand Draft is not lost. Otherwise, before acting on the application, he has to make a special request with all necessary documents including refund bond.

21) End of agreement:

- 1) The customer can end the agreement by giving 30 days notice. However, the term of agreement shall not end unless he has paid for all basic telephone services, related charges, the bills and fares received by him, and mere notice doesn't end the agreement. It is the liability of the customer to clear all his dues before ending the agreement from his side.
- 2) In case of violation of any of the conditions of this agreement, UTL can end the duration of the agreement without giving any notice or reason at any time. Under other circumstances, UTL can end the agreement according to the process specified by it, by giving reasonable notice in specified format to the customer.

22) Address for notice/ contact address:

Any notice to be delivered to UTL in accordance to the conditions shall be given to UTL office or through registered post to the given address.

United Telecom Ltd.

Ward No. 31, Triveni Complex 4th floor
Putali Sadak, Kathmandu, 44601, Nepal.

23) Jurisdiction:

Any legal matters shall be under the prevailing law in Nepal.

24) Miscellaneous:

- 1) UTL, after considering the technical factors, after the customer has given the required amount of deposit, shall give the customer the instrument according to the availability of the instrument with UTL.
- 2) The working, normal and closing time may differ with every change in the managerial directors.

25) Service repairs and maintenance:

UTL shall repair the damaged line of the customer within 72 hours (3 days) except in conditions of storm, strike for transport (chakkajam), geographical remoteness, and such other conditions. If the repair is not made within this period, UTL will give a concession on the monthly charges, on the basis of minimum amount payable by the customer for which repair cannot be undertaken and taking such amount as per day for the period on an average. If the notice of such damage has not been given to UTL's repair section and line is disconnected for a long time, UTL is not responsible.

26) Disputes and remedies:

In case the complaint is made by the customer regarding the telephone charges and services in written form, an inquiry is conducted by a specified committee. The committee's decision shall be acceptable to the customer. In case of dissatisfaction with the decision, the customer can complain to the NTA under Telecommunication Regulations 2054. The decision given by the authority is acceptable to both the parties i.e. UTL and the customer.

Declaration:

We have carefully read the terms and conditions of this agreement, and understand it. We accept to follow these conditions through this agreement. We know the fact that the conditions of this agreement may be changed from time to time and we agree to it.

For UTL
Signature
Name:
Position:

For Customer,
Signature:
Name:
Date:

*** Note:-** In case of any dispute with customer, the agreement written in Nepali shall prevail.