

**STANDARD CONTRACT SERVICE FORM For LOCAL LOOP**

**AGREEMENT**

This Agreement is made on..... Day of .....

BY AND BETWEEN

<Service Provider Name>, incorporated under the Companies Act 2017 and having its registered office at ..... Pakistan. (hereinafter referred to as the ‘Service Provider’, which expression shall where the context so permits including its successors, administrators and assigns) of the One Part,

AND

(Applicable for Company)

....., a company incorporated under the Companies ordinance 1984 and having its registered office at ..... Pakistan through, Mr. .... bearing CNIC No. .... (hereinafter referred to as “**Consumer**”, which expression shall wherever the context so permits include its successors, administrators and assigns), of the second Part.

OR

(Applicable for Individual)

Mr. ....bearing CNIC No. .... Resident of ..... (hereinafter referred to as the “**Consumers**”, which term shall wherever the context so permits include its successors administrators and assigns), of the second Part.

(<Service Provider Name> and the consumer shall hereinafter collectively be referred to as the ‘Parties’)

**NOW THEREFORE**, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Service Provider and Consumer hereby agree as follows:

Whereas, the <Service Provider Name> by virtue of being Local Loop (LL) Licensee, is in the business of providing telecommunication services to its consumers.

- 1. Objective of Transaction:** The objective is to provide telephony services at competitive and affordable rates without compromising the quality of service. The <Service Provider Name> state of the art latest technology will ensure best quality service to the consumers.
- 2. Scope of Services:** As LL licensee, the <Service Provider Name> is desirous of entering into an agreement with its valued consumers who choose to avail services as per scope of license services.
- 3. Term and Termination of Agreement:** The Agreement shall commence on the day of Commencement Date and shall continue for an initial period of .....

Months/years, thereafter and may be renewed through mutual consent of Parties upon expiry of the initial period.

4. **Availability of Services:** <Service Provider Name> will use its best efforts to provide consumer with quality services without interruption, as far as technically feasible. However, service shall be subject to transmission limitations beyond <service provider name> control. The consumer understands that services may be temporarily unavailable or limited because of the unavailability of third party services not in control of <service provider name>. Services to any or all consumers may be temporarily interrupted or curtailed in case of unplanned outage or because of submarine or terrestrial cable damages by acts or omissions of third parties, equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of service. However, expected time of restoration in days will be provided by the service provider. In the event of a planned interruption, 30 days' notice will be given to the consumer.
5. **Amendment:** Amendments/Changes/Alteration/Variation/addition (if any) in the terms and conditions of this Agreement may be made only by written Agreement by the Parties and with prior approval of PTA.
6. **Price Mechanism:**
  - a) The <Service Provider Name> will provide the data regarding cost of calls to the consumers at agreed upon intervals.
  - b) The cost will include the interconnection charges and the <Service Provider Name> costs.
  - c) The pricing structure will be competitive with the prevailing rates of other LL operators.
  - d) The <Service Provider Name> will charge a reasonable processing fee (if applicable) when application for service is being made by a Consumer. No other charges including any advance for services to be charged from a Consumer after installation of a connection.
  - e) For any change in tariff, a prior notice of 7 days will be given through any of the following means: personal service, registered/courier mail, telephone, fax transmission, electronic mail, invoice/bill and short Messaging Service, press advertisement.
7. **Payment Mechanism:**
  - a. The security deposit (if any) shall be refundable within 30 days on expiry/termination of contract, by adjusting any amount payable to the company as outstanding dues.
  - a) The <Service Provider Name> will issue bills on monthly basis and same will be payable within 15 working days of its issue. Failure to pay by due date, a surcharge of \_\_\_\_\_% (if required) will be applicable.
  - b) No guarantee or security deposit will be applicable for pre-paid accounts.
8. **Termination:** This Agreement may be terminated on a written notice of 30 days by either Party subject to clearance of all dues. In case of default/misuse, the <Service Provider Name> may terminate this Agreement by assigning relevant reasons in the said notice to the consumers.
9. **Default and Breach of Terms:** If the consumer does not pay any charges owed to the <Service Provider Name> when due or violates any of the terms of this Agreement,

then <Service Provider Name> will have the right to discontinue or restrict the service either temporarily or permanently immediately upon notifying the consumer. In either case, <Service Provider Name> shall incur no liability whatsoever. Furthermore, should the consumer be in breach of any of the terms of this Agreement, <Service Provider Name> may terminate the services immediately upon notifying the consumer of such breach and without raising damages claim against <Service Provider Name> for such termination.

- 10. Limitations on Damages:** In no event, shall <Service Provider Name> and/or any of its agents, employees, officers, parents, affiliates, subsidiaries, successors, assigns, directors, brokers, and/or attorneys be liable to consumer for lost profits and/or punitive or exemplary incidental, consequential, special losses and/or damages in any action arising out related to; (i) This Agreement (ii) the rights granted hereunder; (iii) any breach, termination, cancellation or non-renewal thereof; (iv) consumer's business (v) the services (vi) the consumer premises equipment; and/or (vii) any act, omission and/or negligence of any of the <Service Provider Name> parties.
- 11. Claims:** All claims against <Service Provider Name> shall be limited to recovery of no more than sums paid to <Service Provider Name> for the services. <Service Provider Name> shall not be liable for any damages caused by delay in delivery, installation or furnishing of the services, the equipment, and/or periodic and/or recurring interruption in the services being provided under this Agreement.
- 12. Assignment:** <Service Provider Name> may assign the rights and obligations under this Agreement or assign the right to receive payments without consumer's consent. The consumer shall not assign this Agreement without <Service Provider Name> prior written consent; permission of which <Service Provider Name> may withhold in its sole discretion.
- 13. Internal Wiring Fees:** <Service Provider Name> technicians will perform limited inside wiring for connectivity to the equipment. If the consumer authorizes or request <Service Provider Name> technicians to place the equipment in a location that requires inside wiring, then <Service Provider Name> will provide this service at the additional rates. The inside wiring does not include connecting the equipment to the computer or hub/switch, any Ethernet cabling to the equipment, or coaxial cabling for TV sets. Such wiring, if required by the consumer, will be carried out by the <Service Provider Name> at the additional charges. These charges be intimated to consumers in advance.
- 14. Warranty of Hardware:** All equipment supplied by <Service Provider Name> will satisfactorily perform the function for which they are intended. The consumer undertakes that various models of the equipment have their limitations for the various types of networks which are explained to him/her at the time of sign up of connection from <Service Provider Name>. The non-compatibility of equipment with the consumer's requirements or consumer's network will not be treated as failure of equipment to perform its prime function that is enabling connectivity with PC, LAN of phone. If the requirement fails to perform the functions for which it is intended as specified in the specifications/ literature/ product information of the equipment, it will be treated as non-functional and it will be returned to the <Service Provider Name> under warranty cover. The consumer shall return the faulty equipment to <Service Provider Name> with a fault report. <Service Provider Name> shall no later than two (2) working days, either replace the equipment with a new one, or provide a backup

equipment to the consumer and install the original equipment after repair. The warranty shall not apply to defects resulting from improper or inadequate use and/or maintenance of the equipment by the consumer, physical damage, and unauthorized modification or tampering with the equipment, or misuse or operating outside the environmental specification of the product. Improper site preparation or non-availability of earthing at consumer's premises. In case of any dispute in the warranty claim, the technical analysis of <Service Provider Name> will be treated as final.

- 15. Disconnection/ Reconnection Fee:** In case of disconnection of services, the <Service Provider Name> will not charge any fee. However, reconnection fee (as applicable) may be charged by the <Service Provider Name>.
- 16. Refunds/Other Claims by Consumers:** The <Service Provider Name> will consider appropriately such claims within the limits of rented/leased services by the consumers. Over/wrong billing claims duly supported with proof, will be adjusted in the subsequent billing.
- 17. Confidentiality of Consumers Information:** No personal/business information other than directory information of the consumers will be disclosed except that required for (a) collection of debts (b) to another operator for provision of services (c) audit purposes (d) for detection of crime etc. under any law of Pakistan and (e) under any provision of License. The <Service Provider Name> may publish information about consumers in service directories, agreed by the consumer after getting their consents on (a) Nature of Information to be disclosed (b) recipients of the information to be disclosed & (c) purpose of disclosure.
- 18. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
- 19. Dispute Resolution:** <Service Provider Name> will be focused on quick and appropriate action necessary to solve the problem and satisfy the consumers. The <Service Provider Name> is committed to quick resolution of formal complaints and will ensure that complaints are handled without bias or prejudice. In this regard, the <Service Provider Name> will ensure the following:
  - 1.1.1 If for some reason, a complaint is not sorted out promptly, consumers can complain to service provider in writing.
  - 1.1.2 The <Service Provider Name> will investigate the complaint and take appropriate measures to remedy the complaint and will inform the consumer within three (03) working days to apprise him/her of the outcome.
  - 1.1.3 Consumer may be invited for meeting to amicably resolve the dispute.
  - 1.1.4 For unresolved dispute relating to the complaint, application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation/arbitration with any alternative dispute resolution (ADR) institution before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation/arbitration. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five

days after receipt of the notice of intention to mediate, the mediator will be appointed by ADR institution. The Parties agree to attempt to resolve their dispute at mediation/arbitration. The costs of the mediator shall be shared equally by the Parties.

**20. Harassing, Offensive or Illegal Calls:** The consumer(s) will be personally responsible for any such calls from his/her telephone. The <Service Provider Name> will facilitate monitoring of such calls as authorized in the license and may refer the matter to competent authority for further action.

**21. Consumer Support Center (CSC):** The <Service Provider Name> will provide 24 hours Toll free access as its CSC to the consumers for any queries regarding billing or any other complaints.

Toll Free Number: 0800-xxxxx; Officer Incharge CSC Number: xxx-xxx xxx xxx, EmailXXXXXXXXXXXXX

**22. General:**

- i. The parties specifically agree that Agreement shall be the sole Agreement governing in respect of Services and the Equipment and hereby specifically agree that Agreement shall supersede any other agreement offer, undertaking, utterance or statement, prior to the commencement of this Agreement.
- ii. The Consumer shall not have any right to assign or otherwise transfer its rights or obligations under this Agreement.
- iii. The standard time for provision of services, after payment being made by the consumer is 10 working days.

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(For and on behalf of <Service Provider Name>)

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(For and on behalf of Consumers)