

6 For Office Use Only

6.1 Service information

(a) RTOM area

(b) Customer telephone number

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(c) Telephone instrument serial number (ESN)

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6.2 Check and confirm that following accessories were supplied to the customer along with the telephone instrument

Battery Antenna Power unit Data cable

6.3 The following documents to be collected from the customer. After verification, keep copies of those documents attached to the application, and retain at RTOM office.

- (a) Electricity bill, Water bill, etc to prove the residence
- (b) Consent letter/certification of owner of the house, if the premises doesn't belong to the customer
- (c) National identity card / Passport / Driving licence / Any other documentary proof

Signature of the authorized officer: Date:.....

TERMS AND CONDITIONS FOR THE PROVISION OF TELEPHONE SERVICES BY SRI LANKA TELECOM PLC.

Sri Lanka Telecom PLC. ("hereinafter called SLT") will provide the telephone service and maintain the same in good working order and the Customer shall use the same subject to these "Terms and Conditions" as amended from time to time and regulations made under relevant legislation.

1. The Customer is hereby informed that SLT shall not be liable for any loss or damage, whether consequential or otherwise due to total or partial interruption of the telephone installation, due to natural disasters, accidents, or improper use or negligence by the Customer or any reason beyond the control of SLT.
2. Customer's Responsibilities.
 - 2.1. The Customer shall be responsible for the safety of the telephone installation, its fixtures and accessories at the Customer's premises and shall not damage, attach, alter, remove, sell or transfer the same, without the prior written approval of SLT.
 - 2.2. The Customer shall not make any attachment to the same or place another apparatus with electrical connections therewith, or obliterate any marks, words, numbers or permit any other person to carry out any of the above acts and the Customer shall on demand make good the loss to SLT by payment of certified costs and damage.
 - 2.3. The Customer shall not resell the services provided by SLT.
 - 2.4. The Customer shall not permit the telephone installation in his/her custody or control to be put in to any illegal, immoral or improper use. If the Customer allows the telephone to be put into such use SLT may withdraw the connection and may remove the installation allotted to the Customer. The Customer shall have no claim for damages or any other claim in consequence of a withdrawal or removal of the telephone installation.
 - 2.5. The Customer shall answer questions addressed by or on behalf of SLT to the Customer, with regard to the use of the telephone installation supplied by SLT. The Customer shall have no claim against SLT whatsoever in consequence of the disconnection of the telephone installation due to the refusal to answer such questions. SLT shall also not be liable to refund any subscription paid.
 - 2.6. The Customer shall pay on demand to SLT the certified costs of repairing renewing or replacing in stock any part or parts of the telephone installation on the Customer's premises which may be stolen, lost or which may be destroyed by fire or other cause.
 - 2.7. The Customer shall not make any claim against SLT on account of any damage or injury caused by any high potential current (not emanating from SLT's premises) which may be conveyed to Customer's premises by the telephone installation and shall indemnify SLT against any such claim, made by any other person.
 - 2.8. The Customer shall not, without the written consent of SLT assign, under let or otherwise dispose of the telephone installation. The Customer shall not be entitled to carry on the business of collecting, receiving or delivering messages or other communications transmitted by the telephone installation or any business of a like nature.
 - 2.9. The Customer shall provide, if required electric power, necessary for installation testing and maintaining the equipment, and a suitable supply of electricity provided for the operation of the equipment without any charge to SLT.
 - 2.10. The Customer shall grant to SLT free of charge every facility in his/her power and obtain necessary consents required for erection of poles and wires where necessary and to inspect and maintain the telephone installation, and shall permit and authorize employees of SLT at all reasonable times to have free access to all the premises under the Customer's control for all or any of the purposes aforesaid and if permission for accesses required from any other person the Customer shall obtain same at the request of SLT, and SLT shall not be held responsible for any loss or damage caused to the Customer as a result of the failure by SLT to perform such acts as stated herein due to the unavailability of free access.
 - 2.11. The Customer shall pay to SLT on demand all message rates, other fees and charges which shall be levied by SLT in respect of calls originated from the installation or any collect calls received on such telephone installation, in respect of the facilities provided and services rendered by SLT at the request of the Customer. All such fees and charges shall be paid on demand to SLT, within the period specified on such bill or notice, as the fees due date or within fourteen (14) days of receipt of the bill.
3. Disconnection at Customer's request.
 - 3.1. On the written request made by the Customer to SLT for a temporary disconnection for a period not exceeding 3 months, SLT shall have the option to keep the telephone line disconnected for such period and an additional amount shall be levied, which shall be

4. Disconnection by SLT.

4.1 SLT may, due to service reasons disconnect the telephone installation from the telephone exchange with which it is connected at any time and reconnect it with any other exchange in the area, and may at any time, alter the telephone number allotted to the Customer or the name and numbers of the exchange with which the Customer is connected.

5. Alterations.

- 5.1. At the request of the Customer and if it is feasible SLT may make any alteration in the telephone installation, its fixtures and accessories including the line of wires if applicable so far as they are within the boundaries of the premises in which the telephone installation is fitted, or remove the telephone installation to another position within the same curtilage. The charges applicable to such alteration or removal shall be paid by the Customer on demand to SLT.
- 5.2. SLT may also at any time without request by the Customer, after prior notice and free of expense to the Customer make any alteration in the telephone installation, if SLT considers such alteration is desirable in the interest of the Customer or the Public.
- 5.3. SLT shall not be held responsible for any loss caused to the Customer in effecting such an alteration and the Customer shall not be entitled to a rebate of subscriptions in consequence of a partial or total interruption of telephone communications pursuant to such an alteration.

6. Rights of SLT

- 6.1. In case of death of the Customer or vacation of premises by the Customer and in the event of a dispute, SLT reserves the right to disconnect the telephone service such disconnection however shall not affect Customer's liabilities to SLT.
- 6.1. (a) In the event of the death of the Customer, his/her heirs executors administrators shall take over the liabilities of the Customers in respect of the telephone installation.

7. International Direct Dialing Facility (IDD)

- 7.1. The Customer who is provided with IDD facility may obtain the secret code and follow instructions given by SLT in connection with the use of the secret code depending on the availability of the secret code facility. If a secret code is not obtained and in the event the secret code has not been used properly Customer is solely responsible for all the calls originated through his/her number.
- 7.2. SLT shall not be responsible for any loss or damage suffered by the Customer due to the failure on the part of the subscriber to follow instructions given by SLT in this regard.

8. Duties of the Customer

- 8.1. The Customer shall pay to SLT installation charges for the telephone services, and for additional apparatus or extension lines, be payable to SLT from the date of provision of the connection or such apparatus or extension lines.

9. Termination of the facility/facilities provided on the telephone installation(s)

9.1. SLT may terminate the facility/facilities provided on the telephone installation(s)

- 9.1.1. If any subscription or any additional fees, charges, expenses or damages payable by the Customer shall be in arrears for one month after notice has been issued to the Customer.
- 9.1.2. If the Customer shall be adjudicated an insolvent or make any composition or arrangement with the creditors to assign a benefit.
- 9.1.3. In case of a Company, if it shall be wound up or shall have a receiver of assets appointed.
- 9.1.4. If the telephone installation is disconnected, at the request of the Customer and the period of disconnection exceeds a continuous period of one year.
- 9.1.5. The failure of the Customer to observe the terms and conditions contained herein.
Termination of the telephone facility shall not prevent SLT from recovering arrears from the Customer or his/her/its/heirs, executors administrators successors or assigns.

9.2. SLT may by notice in writing to that effect terminate the facility or facilities provided on the telephone installation(s) for the following reasons.

- 9.2.1. If SLT is unable at any time to obtain or maintain any license way leave permission or easement necessary for construction or maintenance of the telephone installation.
- 9.2.2. If the Customer fails to give an undertaking forthwith, required by SLT to pay certified costs of alternation etc. to the telephone installation to prevent damages or injurious effects caused to the telephone installation, due to electric lighting or power plant erected by or on behalf of the Customer or due to other case.
- 9.2.3. If the Customer is unable to obtain the necessary consents or permission required for the installation and use of the equipment, SLT may by notice terminate the telephone facility or facilities and the Customer shall not be entitled to any payment or compensation.

10. Termination of the facility or facilities on request by the Customer.

- 10.1. If the Customer desires that the telephone facility or facilities should be terminated the customer shall forward a written request to that effect to the relevant RTOM of SLT. After the payment of subscriptions for that particular month and on settlement of other fees and charges by the Customer including arrears of subscriptions SLT shall disconnect the facility/facilities.

11. In the event of termination of the facility/facilities in terms of Clause 10 & 11 hereof the Customer shall, forthwith, hand over to SLT the telephone installation belonging to SLT with all fixtures and accessories in good condition, ordinary wear and tear excepted. For this purpose the Customer shall permit SLT's authorized personnel to have access to the premises of the Customer after notice, and the Customer may be entitled to a return of the balance of the deposit made.

12. In case of a dispute in connection with the telephone installation between the customer and the occupants of the adjoining premises, or land lords, the Customer shall not hold SLT liable for the delay or failure to erect the telephone installation.

13. Changes or Variations.

The amounts payable in respect of the telephone installation or services provided by SLT shall be subject to tariff revision from time to time and the terms and conditions set forth herein may change from time to time as a result of any changes made under Sri Lanka Telecommunications Act No.25 of 1991 or under any other Law or regulations or rules made by Sri Lanka Telecom PLC.

14. CDMA connections.

In relation to a CDMA telephone connection provided under the SLT CityLink - Easy pay package and in the event the Customer has obtained a loan from a Bank and is in default for one or more monthly installments, SLT shall have the right to immediately disconnect the service so provided upon receipt of information of such default from the Bank.

15. Notices shall be sent to the Customer by post to the address given in the application form. In case of a change of address the Customer undertakes to inform SLT one month prior to such change SLT shall not be liable for any notice or other correspondence not received by the Customer due to a change of address not being informed as provided herein.