

TMC MCN – I.T Order Form

Please fill in your requirements below and return to reception. If you require any assistance in completing this form please contact our IT Support team on 0870 990 5049.

I the undersigned understand and am duly authorised to accept the responsibilities detailed in The Media Centre 'Acceptable Use Policy' and 'Terms and Conditions of Use'. I understand that violation of the 'Acceptable Use Policy' or 'Terms and Conditions of Use' may result in temporary or permanent suspension of service.

Company:

Authorised Person:

Position:

Signature:

Date:

Building:

Office Number:

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Internet Access

How many computers do you require Internet access for:

Please list the wall port numbers that these computers will be connected to:

Do you require mapped public IP addresses/how many:

Rack Space with UPS

How many U's are required:

Virtual Private Network (VPN)

If you require VPN access into your network please complete this section.

Number of dial-in VPN connections required

Number of LAN to LAN VPN connections required

Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by Media Centre Network Limited ("The Media Centre") to users of The Media Centre Network.

ILLEGAL USE

The Media Centre Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. The Media Centre will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network.

Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

EMAIL

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

USENET

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

Indirect or attempted violations of the policy, and actual or attempted violations by a third party on behalf of one of our customer or a customer's end user, shall be considered violations of the policy by such customer or end user.

Terms and Conditions of Use

1. Use of these services is conditional upon you accepting the following terms and conditions provided by Media Centre Network Limited ("The Media Centre")
2. The Media Centre will provide network connectivity, Internet connectivity, VPN facilities and other related products ("IT services") to the tenants and customers of The Media Centre ("users") who subscribe to the service at the advertised prices.
3. Payment for IT services must be made by direct debit and a customer order form must be signed prior to installation of these services. The Media Centre will provide statements and itemised bills at least 10 days in advance of drawing payment and will comply with the code of good practice for direct debit payments.
4. The Media Centre reserves the right to terminate/disconnect the connection if the Direct Debit is refused or cancelled.

MODIFICATIONS

1. We, The Media Centre, reserve the right to change or supplement these terms and conditions from time to time, including the charges. We will

ensure that any such charges or supplements are made reasonably apparent to you and will provide at least 30 days advance notice.

2. If we do change or supplement these terms and conditions then you may terminate this Agreement in accordance with the provision set out below.
3. Upon receipt of an IT modification/programming request issued specifically by the tenant(s) a lead-time of 5 working days is required from receipt of notification to The Media Centre to either install/connect/modify as per the tenant(s) request. The standard installation cost is incurred if a tenant wishes to move line(s) to a different office.

CANCELLATION OR TERMINATION

1. You have the right to terminate this Agreement at any time following a 6 months contractual obligation. One month's notice will be required to terminate or cancel the service.
2. The Media Centre will have the right to terminate this Agreement, at our sole discretion, for any reason including if we believe you have damaged our equipment or violated or acted inconsistently with these terms and conditions.
3. The Media Centre reserves the right to disconnect lines if any tenant(s) of The Media Centre defaults on the installation or rental charge for more than 5 consecutive weeks. A re-connection charge will become payable on or before the re-connection date and we will hold the IP address range or domain name for 30 days only.

LIMITATION OF LIABILITY

1. We shall use reasonable skill and care in providing IT and related services to you. Except as expressly provided in these terms and conditions, we expressly disclaim, to the extent permitted by law, any further representations (except misrepresentations made fraudulently), warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.
2. We shall not be liable in contract, tort (including negligence), statutory duty or collaterally or otherwise arising out of or in connection with these terms and conditions or The Media Centre for consequential, indirect or special

loss or damage or any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case whether advised of the possibility of such loss or damage and howsoever incurred.

3. Notwithstanding any provision of these terms and conditions: your statutory rights as a consumer are not affected.

GENERAL

1. These terms and conditions are governed by English law and any dispute connected with these services is subject to the exclusive jurisdiction of the English courts.
2. You acknowledge that you have entered into these terms and conditions in reliance only on the representation, warranties and promises specifically contained or incorporated in these terms and conditions and, save as expressly set out in these terms and conditions, we shall have no liability in respect of any other representation, warranty or promise made prior to these terms and conditions unless it was made fraudulently.
3. Any rights not expressly granted in these terms and conditions are reserved.