

TELEPHONY AND 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 01484 483049.

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:				
Date:				
Office Number:				
I agree to the <u>Telephony</u> Terms and Conditions of use				
Signature:				
I agree to the <u>I.T</u> Terms and Conditions of use				
Signature:				

Telephones

*Subordinate extensions do not have their own external number but share the same telephone number as other telephone lines.

Type of Line (i.e. digital or analogue)	*Subordinate extension? Yes/No	Wallport number	Users Name	Email address	Mobile Number (not essential)

Hunt groups

Hunt groups are a series of telephone lines organised in such a way that if the first line is busy, the call is re routed to the next line and so on until a free line is found.

If you would like a Hunt group please detail the order in which you would like the call to route

Hunt group order	Users name				
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
If you require any further se	t up requirements, please detail them below:				
IT Connection					
IT Connections	<u>8</u>				
How many computers do yo	ou require Internet access for?				
Please list the wall port numbers that these computers will be connected to:					
	·				
If you require mapped public IP addresses please state the number here:					
Virtual Private Network (VPN)					
If you require VPN access i	nto your network please complete this section.				
Number of dial-in VPN connections required (PC to Network):					
Number of LAN to LAN VPN connections required (Network to Network):					
Rack Space with UPS					
How many U's are required	?				
Hosting					
If you require Hosting please complete this section. Place a tick next to the hosting package you require:					
Media-Plan-Basic:					
Media-Plan-Advanced:					
Please state the domain name you wish to use with this package:					



TELEPHONY AND I.T ACCEPTABLE USE POLICY

Acceptable Use Policy

This Acceptable Use Policy applies to you and any staff you allow to use the Internet Connections and/or services (together the "Service"). Any reference to "you" shall be interpreted to mean you and any staff you allow to use the Service. You are responsible for the use of the Service by any person you allow to use it.

Any user of the Service (a "User") will need to comply with this Acceptable Use Policy (AUP). The Media Centre may change the AUP to reflect any changes in the law or community standards or whenever The Media Centre deems it necessary. Any changes to the AUP will be posted to The Media Centre website and a paper copy forwarded for your records.

The Service is provided to you by Media Centre Network Ltd, a company registered in England and Wales (company number 4865642) whose registered office is The Media Centre, 7 Northumberland Street, Huddersfield, HD1 1RL ("The Media Centre"). References in this AUP to "we", "our", and "us" are to The Media Centre and to "you" and "your" are to a User.

If you have any queries about our AUP, you can contact us by emailing us abuse@the-media-centre.co.uk

1. Don't use the Service illegally!

The Service may only be used for lawful purposes in accordance with all current and future laws, statutes and regulations in force from time to time in the country (or countries) in which the Service is being used ("Laws").

You may not use the Service to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates anv Laws
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect; or
- damages or may damage our name and/or reputation

or permit any other person (whether intentionally or otherwise) to do so.

The Media Centre abides by the terms of use and advice given by its service providers, our service providers subscribe to an independent industry body, the Internet Watch Foundation ("IWF") in relation to content on the Internet. For further information regarding the IWF and its policies please refer to www.iwf.org.uk

2. Do not violate anyone's systems or network security

You must not use the Service to violate our network security or any third party's system or network security by any method including:

- 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;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate our network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses or Trojan horses;
- search engine submission scripts
- tools designed to manipulate search engine ranking
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another Internet services provider.

You must not connect to the Service insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP including but not limited to the transmission of Unsolicited Bulk Email or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of our network or any other third party system.

You are responsible for all data and/or traffic originating from the machines and/or networks that you have connected to the Service. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating data and/or traffic which contravenes this AUP upon your becoming aware of the same and/or once notified of such activity by The Media Centre.

3. E-mail

You must not send email to anyone who does not wish to receive it. We acknowledge that email is an informal method of communication however you must refrain from sending emails to another user after receiving a request to stop.

You must not send Unsolicited Bulk Email or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited. You must only send advertising material to recipients that have specifically requested it.

You must not transmit or knowingly reply to mail-bombs. Mail-bombing is either emailing multiple copies of a single message, or sending large or multiple files or messages to a single user or Internet site with the intention of disrupting the recipient's mail service.

You must not use false email headers or alter the headers of email messages to conceal their email address or to prevent Internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any email you send is from, authorised or endorsed by, The Media Centre without express prior consent.

4. Advertising to unsolicited recipients

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of Unsolicited Bulk Email (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication. This prohibition applies whether the abusive communication takes place using our network, or otherwise. Hosting providers in particular should take care to ensure that their own acceptable use policy includes a prohibition of services advertising to unsolicited email recipients, since The Media Centre reserves the right to demand immediate suspension of access to services advertising to unsolicited email recipients, once such services are drawn to the attention of The Media Centre.

5. World Wide Web and surfing the net

You will be solely responsible for your use of the Internet and any web pages owned and/or operated by you or anyone you permit to use the Service and that are connected to the Service. You must not use world wide web pages within or outside the Service to violate any part of this AUP or to disrupt or attempt to disrupt another Internet user's Internet experience and, in particular, any such web pages must comply at all times with the provisions of clause 1 and clause 2 of this AUP.

6. What can we do?

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we reasonably suspect that you may have breached this AUP we will notify you (provided that this notification does not prejudice any investigation) and we may also:

- 1. immediately suspend your access to the Service until such time as we are satisfied the breach has stopped;
- 2. immediately end your contract for the provision of the Service;
- 3. notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement agency (each a "third party authority");
- 4. investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on our network or our servers; or
- 5. remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on our network and/or our servers.

You expressly authorise The Media Centre to use your personal data and other account information in connection with any investigation carried out by The Media Centre in accordance with this AUP, including by disclosing it to any third party authority that The Media Centre considers has a legitimate interest in any such investigation or its outcome.

The Media Centre reserves the right to terminate the Service with immediate effect and without further obligation or liability to you as required by any law enforcement organisation or by the Courts or any relevant regulatory authority.

7. Your liability to us

You agree to indemnify and hold The Media Centre and employees harmless against all claims, actions, demands, costs (including legal costs and disbursements), expenses, losses and damages arising out of or incurred as a consequence of your breach of this AUP or breach of this AUP by anyone permitted to use the Service by you. In many instances a breach of this AUP would constitute a breach of Law and may in some cases carry criminal liability.

8. How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via The Media Centre network or one or more of our services, please email us at abuse@the-media-centre.co.uk



TELEPHONY AND I.T I.T TERMS AND CONDITIONS OF USE

- 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.
- 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.
- 5. Internet Connectivity is charged on a per workstation/PC/laptop or server basis.
- Sharing of internet connectivity internally by any means to other workstations/PC's/laptops or servers is forbidden and is in breach of these terms and conditions (unless otherwise agreed by The Media Centre).
- 7. Sharing of internet connectivity to other businesses by any means is forbidden and is in breach of these terms and conditions.

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. Media Centre Network Ltd's liability to the Customer for death or personal injury caused by its own negligence or that of its employees, agents or sub-contractors is unlimited.
- 2. Media Centre Network Ltd's liability to the Customer in respect of damage to tangible property resulting from its negligence or that of its employees, agents or sub-contractors is up to a maximum of £1,000,000 in respect of any one event or series of connected events arising from its performance or non-performance of the services or additional services.
- 3. Media Centre Network Ltd accepts no liability for consequential or indirect loss or damage, corruption of data, loss of profits, revenue, business or goodwill or anticipated savings.

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.
- Any rights not expressly granted in these terms and conditions are reserved.
 www.the-media-centre.co.uk



TELEPHONY AND I.T TELEPHONY TERMS AND CONDITIONS OF USE

- Use of these services is conditional upon you accepting the following terms and conditions provided by Kirklees Media Centre Limited ("The Media Centre")
- 2. The Media Centre will provide a telephone system, handset(s), telephone number(s), answering service and other related products ("telephony services") to the tenants and customers of The Media Centre ("users") who subscribe to the service at the advertised prices.
- 3. Telephone numbers are allocated by The Media Centre and cannot be transferred unless 0870 (non-geographic) or by special arrangement.
- 4. Payment for telephony 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.
- 5. The Media Centre reserves the right to terminate/disconnect the connection if the outstanding telephone bill exceeds your deposit or 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 a telephony 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.
- 4. After initial and specific programming and training requirements have taken place, charges may be incurred for any amendments, programming, additions or alterations to the telephone.

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 telephone lines if any tenant(s) of The Media Centre defaults on the telephone hiring or billing charge for more than 5 consecutive weeks. A re-connection fee of £35.00 + VAT, per telephone line will become payable on or before the reconnection date and we will hold the telephone number for 30 days only.

Limitation of Liability

- 1. We shall use reasonable skill and care in providing telephony 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. In particular, we shall not be liable to you for any mistakes made in connection with the call answering services.
- 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.
- 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.