



# Rapid Site Solution Terms

## Annex to the EE Mobile Schedule

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in these Solution Terms have the meanings given to them in the General Terms, EE Mobile Schedule, Orders and EE Price Guide.

## Part A – This Solution

### 1 Statement of Requirements

This Solution requires a Statement of Requirements.

### 2 The Rapid Site Solution

#### 2.1 BT will:

- 2.1.1 install, maintain and support the Rapid Site Equipment as set out in the Rapid Site Solution Description;
- 2.1.2 provide you with access to a helpdesk 24x7x365;
- 2.1.3 hold and deploy additional Rapid Site Equipment;
- 2.1.4 remotely monitor and endeavour to resolve issues the Rapid Site Equipment and report on any performance issues; and
- 2.1.5 upon your request:
  - a) provide read-only access to a Customer Portal, if applicable;
  - b) provide the LEO Service and read-only access to the LEO Portal, if applicable.

2.2 All risks in the Rapid Site Equipment pass to you on delivery. BT or the appropriate third party retains title in the Rapid Site Equipment. BT (or the appropriate third party) grants you a licence to use any Rapid Site Equipment only for accessing the Mobile Network during the term of the Contract.

2.3 If the Rapid Site Equipment is found to be faulty during normal use during the manufacturer's warranty period, BT will either repair or replace the Rapid Site Equipment at no additional charge in accordance with the manufacturer's warranty. This warranty is subject to Paragraph 3.5 below, BT's inspection of the Rapid Site Equipment, and is only valid if the Rapid Site Equipment has been used in accordance with the instructions provided by BT or EE and/or the manufacturer and has not been modified, previously repaired (except by a repairer approved by BT) or misused. Outside of the manufacturer's warranty period, subject to such use and modification restrictions and to Paragraph 3.5 of these Solution Terms, BT will replace faulty Rapid Site Equipment at no additional charge.

#### 2.4 Third Party Terms

- 2.4.1 By selecting a Rapid Site Option, you acknowledge and accept to be bound by the Third Party Terms, in addition to this Contract, as follows:
- a) the LEO Supplier Policies and Terms will apply to the LEO Service;
  - b) the Customer Portal Terms will apply to access to the Customer Portal; and/or
  - c) the LEO Portal Terms will apply to access to the LEO Portal.

2.4.2 If you do not comply with the applicable Third Party Terms, BT may restrict or suspend access to the selected Rapid Site Option upon reasonable notice and you will continue to pay the Charges for that Rapid Site Option (where applicable) until the end of the Minimum Term.

2.4.3 You acknowledge and agree that the rights, obligations, acknowledgements, undertakings, liabilities, warranties and indemnities in the applicable Third Party Terms are between you and (i) the Customer Portal Supplier, (ii) the LEO Supplier and/or (iii) the LEO Portal Supplier (as the case may be).

#### 2.5 Standard of LEO Service

2.5.1 This Paragraph applies in addition to Paragraph 6.5 of the EE Mobile Schedule. BT will use its reasonable endeavours to provide the LEO Service where technically possible within the range of the LEO Satellite(s) that make up the LEO Service, however BT is unable to guarantee a continuous fault-free service and has no obligation to provide any LEO Service outside of the range of LEO Satellite(s) that make up the LEO Service.

2.5.2 You acknowledge (i) that the LEO Satellite(s) that make up the LEO Service are subject to upgrades from time to time at the LEO Supplier's discretion, and (ii) that at any time the LEO Satellite(s) that make up the LEO Service may comprise of different technologies. The LEO Service is made available provided



you are in the range of the LEO Satellite(s) that make up the LEO Service when trying to use the LEO Service.

- 2.5.3 The quality and availability of the LEO Service is also subject to: a. local geography and topography; b. weather and/or atmospheric conditions; c. degradation, congestion or maintenance requirements of the LEO Satellite(s) that make up the LEO Service; d. other physical or electromagnetic obstructions or interference including the proximity of other Customer devices to the LEO Satellite Equipment; e. quality of any Customer devices to which the LEO Satellite Equipment is connected; f. angle and/or field of view of the LEO Satellite Equipment and g. the compatibility of Equipment and/or Customer Equipment used.

### 3 Charges

- 3.1 BT will invoice you for:
- 3.1.1 a one-off Installation Charge per Connection for each Rapid Site Equipment and LEO Satellite Equipment (if any) that is provided to you as part of the Rapid Site Solution; and
  - 3.1.2 Subscription Charges, including for the Rapid Site Data Service Plans, monthly in advance and shall commence for all Connections on Order on the earlier of (a) the Service Start Date or (b) 90 days from the date of BT's acceptance of the Order.
- 3.2 Rapid Site Data Service Plans
- 3.2.1 With the exception of unlimited Rapid Site Data Service Plans, a data spend limit for data Usage Charges can be applied to your Rapid Site Data Service Plan for each Connection by selecting a Bill Protector spend limit as set out in the EE Price Guide.
  - 3.2.2 Once the Rapid Site Data Service Plan's data allowance is used up, an out of bundle rate per MB, as set out in the EE Price Guide, will apply to each Connection for any additional data usage, up to the Bill Protector spend limit (where selected), for your Rapid Site Data Service Plan.
  - 3.2.3 Email alerts are sent to the Account Administrator's email address at 80% and 100% of the Bill Protector spend limit (set out in the EE Price Guide).
- 3.3 Any Charges for this Solution will not contribute towards the Minimum Spend, unless expressly stated otherwise in the Contract.
- 3.4 Rapid Site Data Service Plans will not be included in any spend caps requested by you.
- 3.5 Additional Charges may apply. These Charges will be added to the monthly invoice. In addition, you may be charged additional service fees in respect of any corrective or repair work where the fault is not within BT's reasonable control, including but not limited to:
- 3.5.1 any maintenance, alteration, modification or adjustment that has been performed by persons other than BT (unless approved in advance by BT);
  - 3.5.2 Full Site Surveys;
  - 3.5.3 Rapid Site Equipment have been moved (unless approved in advance by BT);
  - 3.5.4 there has been failure, interruption or surge in the electrical power to the Rapid Site Equipment;
  - 3.5.5 the fault arises from cabling or wiring problems at the Site;
  - 3.5.6 the Rapid Site Equipment have been neglected or misused;
  - 3.5.7 BT is unable to get access or is unreasonably delayed in getting access to the Site;
  - 3.5.8 you cancel an installation with less than 48 hours' Notice;
  - 3.5.9 you cancel a decommission with less than 48 hours' Notice; or
  - 3.5.10 the Site is in a remote area including but not limited to; the highlands and islands of Scotland, The Isle of Wight and Northern Ireland.
- 3.6 LEO Data Service Plan Add-Ons
- 3.6.1 The monthly included data period for the LEO Data Service Plan Add-On commences on the first day of each calendar month.
  - 3.6.2 Once the monthly included data allowance is used up, a 1MB speed cap is applied per Connection until the first day of the next calendar month, when the next monthly included data period commences.
  - 3.6.3 Additional Subscription Charges apply for the LEO Data Service Plan Add-On.

### 4 Your Obligations

- 4.1 You will:
- 4.1.1 provide complete and accurate information in the Statement of Requirements;

- 4.1.2 allow BT Personnel adequate and safe access to the Site as is reasonably necessary to set up, operate and manage the Rapid Site Equipment on the Site, provided that all BT Personnel comply with your reasonable security and safety procedures;
- 4.1.3 at your expense, provide electricity to each item of the Rapid Site Equipment needing electricity, in accordance with the specifications provided by BT from time to time;
- 4.1.4 prior to the installation date, complete any configuration requirements on your systems;
- 4.1.5 where required, provide an adequate and safe area for BT to mount the Rapid Site Equipment without any other equipment interfering with the Rapid Site Equipment;
- 4.1.6 where required prior to the installation date, facilitate any Site surveys and visits that might be required by BT or a BT sub-contractor;
- 4.1.7 as part of the Equipment Plan, confirm any details or requirements for installing the Router/s and Antenna/s and where the Router/s/Antenna/s need to be physically installed onto your existing infrastructure, you shall confirm acceptance of this in the Statement of Requirements;
- 4.1.8 once BT has completed installation of the Rapid Site Equipment, provide sign off before BT leaves the Site that the Rapid Site Solution is in working order;
- 4.1.9 ensure that a Customer Contact is on-site during any installation or decommission to provide approval and support if BT reasonably requires it;
- 4.1.10 keep the Rapid Site Solution safe and without risk to health;
- 4.1.11 only use the Rapid Site Solution or allow it to be used in accordance with any instructions or authorisation BT gives and the purpose for which the Rapid Site Solution is designed for;
- 4.1.12 not use the Rapid Site Solution or any part of it outside of the United Kingdom;
- 4.1.13 not move the Rapid Site Solution or any part of it from site(s) without BT's written consent and the you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 4.1.14 not make any alterations or attachments to, or otherwise interfere with, the Rapid Site Solution, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments will become part of the Rapid Site Solution;
- 4.1.15 not sell, charge, assign, transfer or dispose of or part with possession of the Rapid Site Solution or any part of it;
- 4.1.16 not allow any encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the Rapid Site Solution;
- 4.1.17 not claim to be owner of the Rapid Site Solution and ensure that the owner of the Site will not claim ownership of the Rapid Site Solution, even where the Rapid Site Solution is fixed to the Site(s);
- 4.1.18 obtain appropriate insurance against any damage to or theft or loss of the Rapid Site Solution;
- 4.1.19 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or mis-use of the Rapid Site Solution or where the Rapid Site Solution is damaged, stolen, or lost, except where loss or damage to Rapid Site Solution is a result of fair wear and tear or caused by BT; and
- 4.1.20 where BT agrees to provide the LEO Service:
  - a) permit, and obtain all required permissions, authorisations and licences to allow, BT to carry out installation works, which may include drilling at a Customer Site, to instal the LEO Service as detailed in the Statement of Requirements . BT cannot and will not be required to provide the LEO Service in the absence of such permissions, authorisations or licences; and
  - b) not block, interrupt or impede the LEO Satellite Equipment's view of the sky as this may affect performance.

## 5 The End of this Solution

- 5.1 A Minimum Term applies to this Solution as set out in the Order. The Minimum Term is per Connection and commences upon completion of installation of the Connection at a Customer Site.
- 5.2 Following the expiry of the Minimum Term, BT will continue to provide the Solution and you shall continue to pay the Charges until it is terminated by either party by giving at least 30 days' written notice to the other or otherwise in accordance with the Contract.
- 5.3 The Minimum Term for any LEO Service added to a Connection at a Customer Site after the Service Start Date will be co-terminous with the Minimum Term of that Connection at that Site.
- 5.4 Subject to Paragraph5.6, you may terminate this Solution or the LEO Service by giving BT 30 days' Notice.



- 5.5 Upon expiry or termination of the Contract, the EE Mobile Service or this Solution for any reason, BT may require you to return all Rapid Site Equipment to BT, at your own expense. BT may charge the List Price for any Rapid Site Equipment that are not returned, or in BT's reasonable opinion, are not returned in good working order.
- 5.6 Termination Charges
- 5.6.1 You shall pay BT the following Termination Charges in accordance with the Contract upon early termination of this Solution in whole or in part: Subscription Charges multiplied by number of months remaining in the Minimum Term for the Solution, for each Connection terminated.
- 5.6.2 Subscription Charges referred to above shall include all Subscription Charges for the Rapid Site Equipment, Rapid Site Data Service Plan, and any LEO Data Service Plan Add-on for the Solution, for each Connection terminated.
- 5.6.3 In the event of termination of (only) a LEO Service, the following Termination Charges will apply: Subscription Charges for the LEO Service multiplied by the number of months remaining in the Minimum Term.
- 5.7 If you no longer require Rapid Site Equipment at a Customer Site, then you must give BT a minimum of ten (10) working days' notice for Decommissioning of any Rapid Site Equipment.
- 5.8 If you no longer require the Solution at any of your Customer Sites, you shall notify BT in accordance with Paragraph 5.4 of these Solution Terms.
- 5.9 In the event that under these Solution Terms BT is required to recover Rapid Site Equipment from a Customer Site and is unable to do so due to a reason outside of BT's reasonable control then (without prejudice to any other rights or remedies BT has against you) you shall indemnify BT and any member of the BT Group in full for any loss they incur as a result.

## 6 Technical Support

- 6.1 Technical support for the Rapid Site Solution is as set out in the Rapid Site Solution Description.
- 6.2 BT will use reasonable endeavours to rectify faults within the Target Response Times specified in the Rapid Site Solution Description.
- 6.3 BT will suspend the Target Response Time while BT is awaiting your response or action, or that of your supplier. BT will keep you informed of any changes to the Target Response Time.
- 6.4 The Target Response Time ends when BT reports that this Solution is fully restored.
- 6.5 Any Target Response Times will not apply for any period of time during which you fail to comply with Paragraphs 4.1.2, 4.1.3, 4.1.4 and 4.1.5.
- 6.6 Your contact details shall be set out in the Statement of Requirements and any changes to your details shall be promptly notified to BT in writing. Contact details for BT are set out in the Solution Description.

## 7 Other Terms

- 7.1 As with any automated service, this Solution may malfunction due to factors beyond the reasonable control of BT, the BT Group or its third party suppliers (including due to a fault, delay or disruption in the telecommunications equipment or network availability, misuse or malfunction of equipment or services) and BT will have no liability to you in these circumstances.
- 7.2 The LEO Satellite Equipment requires a clear field of view of the sky in order for the LEO Service to function. BT cannot be held liable for any failure or malfunction of the LEO Service where the LEO Satellite Equipment's field of view of the sky is blocked, impeded or interrupted in any way.
- 7.3 Roaming is not available with this Solution.
- 7.4 The Rapid Site Solution can only be used within the United Kingdom.

## 8 Data Protection

- 8.1 You acknowledge and agree that you are a Data Controller of any Personal Data processed by the Solution and that BT, the BT Group and/or its sub-contractor are authorised (and have sufficient User consent) to enable them to process such Personal Data in order to meet their obligations hereunder.
- 8.2 You acknowledge and accept that BT's sub-contractors may contact the Customer Contact directly where necessary for the provision of the Solution for operational or emergency reasons and to provide support.
- 8.3 The Rapid Site Solution GDPR Processing Annex at <https://business.bt.com/terms-and-conditions/gdpr/> applies to the provision of this Solution.
- 8.4 You acknowledge and agree that when your Users access:
- 8.4.1 the Customer Portal; and/or



8.4.2 the LEO Portal,  
each User will accept the Customer Portal Terms and/or the LEO Portal Terms which set out how the Customer Portal Supplier and/or LEO Portal Supplier will process any Personal Data the User provides to the Customer Portal Supplier and/or the LEO Portal Supplier in order to access and use the Customer Portal and/or the LEO Portal.



## Part B – Defined Terms

### 9 Defined Terms

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Solution Terms will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, EE Mobile Schedule, Orders or EE Price Guide, these defined terms will take precedence for the purposes of these Solution Terms):

**"Account Administrator"** means any individual(s) authorised by you who will be responsible for administering the Rapid Site Solution and receiving Bill Protector email notifications.

**"Antenna"** means either:

1. Externally mounted high gain antenna for EE network signal;
2. Internally mounted high gain antenna for EE network signal;
3. Internal antenna for Wi-Fi broadcast; or
4. a LEO Satellite antenna system receiver.

**"Bill Protector"** means a single Connection data spend limit for any data Usage Charges as set out in the Bill Protector section of the EE Price Guide.

**"Customer Portal"** means the portal that provides Router information in relation to the Solution such as local network conditions, Router health, data usage.

**"Customer Portal Supplier"** means Ericsson Enterprise Wireless Solutions UK Ltd, company number 9090308 with registered office at Menzies LLP 2nd Floor Magna House, 18-32 London Road, Staines-Upon-Thames, United Kingdom, TW18 4BP.

**"Customer Portal Terms"** means the Customer Portal (1) terms and conditions and (2) privacy policy in the form set out at <https://cradlepoint.com/legal/> as may be amended or supplemented from time to time by the Customer Portal Supplier.

**"Customer Site"** means any place identified in the Contract from or to which BT provides the Solution to you.

**"Decommissioning"** means the process of removing the Rapid Site Equipment from the Site, factory resetting and removal of any SIMs.

**"Full Site Survey"** means a survey carried out by BT at the location of a Customer Site.

**"LEO Data Service Plan Add-On"** means the EE data Service Plan Add-Ons specific to the LEO Service as detailed in the EE Price Guide.

**"LEO Portal"** means the portal that provides LEO Satellite information in relation to the Rapid Site Solution such as network conditions, connection to the LEO Satellite and data usage.

**"LEO Portal Supplier"** means Marlink AS, company number 990 362 688 whose registered office is at Lysaker Torg 45, 1366, Lysaker, Norway by and through its local United Kingdom affiliated entity ITC Global (UK) Limited, company number 09264169, whose registered office is at Menzies LLP 2nd Floor Magna House, 18-32 London Road, Staines-Upon-Thames, United Kingdom, TW18 4BP.

**"LEO Portal Terms"** means the LEO Portal (1) terms and conditions and (2) privacy policy in the form set out at: <https://marlink.com/oneportal/> as may be amended or supplemented from time to time by the LEO Portal Supplier.

**"LEO Satellite"** means low earth orbit satellite internet connectivity.

**"LEO Satellite Equipment"** means the equipment provided to connect to the LEO Satellite including, but not limited to the Antenna, cables and power supply.

**"LEO Service"** means the optional LEO Satellite service consisting of a LEO Data Service Plan Add-on and LEO Satellite Equipment that provides additional internet connectivity which can be added to the Rapid Site Solution.

**"LEO Supplier"** means Starlink Internet Services Limited, company number (Ireland) 677409 with registered office at Floor 3, Block 3, Miesian Plaza, Dublin 2, D02 Y754, Ireland.

**"LEO Supplier Maritime Service Terms"** means the LEO Supplier's maritime terms of service in the form set out at: <https://www.starlink.com/legal/documents/DOC-1884-25296-81?regionCode=GB> as may be amended or supplemented from time to time by the LEO Supplier.

**"LEO Supplier Policies and Terms"** means the LEO Supplier's terms and conditions and policies in the form set out at <http://www.starlink.com/legal> as may be amended or supplemented from time to time by the LEO Supplier, excluding the LEO Supplier Maritime Service Terms in their entirety and clauses 1,2, 3, 5, 6, 7.1, 10 and 11 of the LEO Supplier Terms of Service as these do not apply to the Rapid Site Solution.

**"LEO Supplier Terms of Service"** means the LEO Supplier's terms of service in respect to the provision of the LEO Service in the form set out at: <https://www.starlink.com/legal/documents/DOC-1026-18522-63?regionCode=GB> as may be amended or supplemented from time to time by the LEO Supplier.

**"Other Peripherals"** means additional Devices and access points that could be added to the Rapid Site Solution to upload and download information into and out of the Rapid Site Solution as set out in any Order.



**"Rapid Site Data Service Plan"** means the data service plans specific to the Rapid Site Solution as detailed in the EE Price Guide.

**"Rapid Site Equipment"** means the business grade equipment supplied comprising of a business grade Router, Antenna and cabling and any Other Peripherals or equipment as deemed necessary or as specified in the Statement of Requirements. This also includes LEO Satellite Equipment where the LEO Service is added to the Solution by you.

**"Rapid Site Options"** means the following additional options you may take with their Rapid Site Solution:

1. the LEO Data Service Plan Add-On to add the LEO Service to the Rapid Site Solution;
2. access to the Customer Portal; and/or
3. access to the LEO Portal.

**"Router"** means either:

1. the business grade router; or
2. the business grade branch adapter

provided by BT.

**"Site Visit"** means any occasion BT visit Site, including but not limited to carrying out:

1. Installation or delivery (as applicable) of Rapid Site Equipment;
2. Full Site Survey;
3. Repair of a fault; and/or
4. Decommissioning of Rapid Site Equipment.

**"Target Response Time"** means the relevant target response times as set out the Rapid Site Solution Description.

**"Third Party Terms"** means the:

1. The Customer Portal Terms;
2. The LEO Supplier Policies and Terms; and
3. The LEO Portal Terms.