



# On Site Transmission Equipment Annex to the BT Business Mobile Schedule

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## A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

## Words defined in the General Terms and the Schedule

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the General Terms and the BT Business Mobile Schedule to the General Terms.

## Part A – The On Site Transmission Equipment

### 1 This Annex

- 1.1 The terms of this Annex apply in addition to the terms of the General Terms and the BT Business Mobile Schedule.
- 1.2 This Annex to the BT Business Mobile Schedule will apply where you have ordered any On Site Transmission Equipment, as set out in an applicable Order.

### 2 On Site Transmission Equipment

- 2.1 BT will provide you with the On Site Transmission Equipment and any associated installation services or maintenance services as set out in the applicable Order, to be installed by BT at a Site in order to enhance network coverage at the Site ("**On Site Transmission Equipment Service**").
- 2.2 **The On Site Transmission Equipment:**
  - 2.2.1 is only compatible with the Mobile Network and cannot be used with other telecommunication networks;
  - 2.2.2 will only be used in the United Kingdom; and
  - 2.2.3 requires compatible Devices and will only support calls over 4G; and
  - 2.2.4 will be provided in "**open mode**" so that a Device with an EE/BT, T-Mobile or Orange SIM card within the range of the On Site Transmission Equipment will be able to use the signal generated from the On Site Transmission Equipment. The use of "**open mode**" will be added to the calculation of your total data usage.
- 2.3 Unless you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of On Site Transmission Equipment for your needs.
- 2.4 BT does not guarantee that installation of the On Site Transmission Equipment will improve the Mobile Network signal throughout the Site.
- 2.5 **Access to Onsite Transmission Equipment**

You agree that, from time to time:

  - 2.5.1 BT may access the On Site Transmission Equipment remotely or at the Site in order to provide maintenance and updates to the On Site Transmission Equipment; and
  - 2.5.2 BT and Ofcom may require access to the On Site Transmission Equipment to ensure that the On Site Transmission Equipment is being used in accordance with this Annex, has not been modified and is not causing or contributing to undue interference with other radio equipment.
- 2.6 **Relocation of On Site Transmission Equipment**
  - 2.6.1 You may at least 28 weeks before the required relocation date, ask BT in writing for the On Site Transmission Equipment to be relocated to either another location within the same Site or to another location at an alternative Site.
  - 2.6.2 If BT agrees to the relocation, BT may conduct a Survey and apply additional Charges as set out in Paragraph 7.3.4.
- 2.7 **Suspension and Termination**
  - 2.7.1 BT may suspend the On Site Transmission Equipment Service where there has been no activity on the On Site Transmission Equipment for three consecutive months. During any period of suspension, you will not be able to use the On Site Transmission Equipment to make emergency calls.
  - 2.7.2 BT may terminate the On Site Transmission Equipment Service where:
    - (a) the On Site Transmission Equipment becomes permanently incompatible with the Mobile Network;
    - (b) there is a breach of this Contract;
    - (c) you have breached your obligations under the Contract and this has resulted in damage to the On Site Transmission Equipment that is, in BT's reasonable opinion, not due to normal wear and

tear and you agree that BT may charge you for any reasonable costs that BT incurs in replacing the On Site Transmission Equipment;

- (d) BT is directed to do so by Ofcom; or
- (e) your contract for access to the Mobile Network is terminated.

2.7.3 Either of us may terminate the Coverage Enhancement for convenience by providing the other with 40 days' Notice.

## 2.8 Support of the On Site Transmission Equipment

2.8.1 If at any point during the Contract BT decides that the On Site Transmission Equipment has or is likely to become unworkable, BT may stop supporting the On Site Transmission Equipment and in which case BT will:

- (a) propose the use of alternative, supported On Site Transmission Equipment; and
- (b) advise you of any additional Charges or other terms that may apply in relation to the provision of alternative On Site Transmission Equipment.

2.8.2 Within 14 days of being notified in accordance with Paragraph 2.8.1, you may give Notice to terminate the Coverage Enhancement.

## 2.9 On Site Transmission Equipment Availability

2.9.1 Where a manufacturer or distributor of On Site Transmission Equipment withdraws a product or declines to accept an order for the On Site Transmission Equipment from BT, BT will suggest an alternative to you. If this is not acceptable to you, either of us may cancel the Order as set out in this Contract.

2.9.2 You understand and agree that the availability of On Site Transmission Equipment is subject to change.

## 2.10 On Site Transmission Equipment and Emergency Calls

2.10.1 There may be circumstances where a BT SIM Card will not be able to make 999 or 112 emergency calls using the On Site Transmission Equipment or when emergency organisations will not be able to automatically locate the correct geographic position of the BT SIM Card. BT recommends that:

- (a) you make alternative arrangements to cover circumstances such as a loss of mains electricity; and
- (b) you maintain a primary fixed telephone line.

## 3 Amendments to the General Terms

For the purposes of this Annex, the definition of Order in the General Terms is deleted and replaced with the following:

"**Order**" means any order or part of an Order you give to BT that is accepted by BT for one or more Services and includes any Statement of Requirements signed by both of us.



## Part B – Obligations, Installation and Charges

### 4 BT's Obligations

- 4.1 Where applicable before the On Site Transmission Equipment Service Start Date and, where applicable, throughout the provision of the On Site Transmission Equipment Service, BT will:
- 4.1.1 carry out a written inventory of the condition of the Site where the On Site Transmission Equipment is to be installed;
  - 4.1.2 where applicable, arrange for any surveys to be conducted to:
    - (a) confirm the extent of any required Coverage Enhancement;
    - (b) assess any required additional engineering work or non-standard methods of installation;
    - (c) assess any additional engineering work or non-standard methods of installation requested by you;
    - (d) assess any relocation of the On Site Transmission Equipment in accordance with Paragraphs 2.6 and 5.1.10, (**"Survey"**).
    - (e) Upon completion of the Survey, BT may provide a new quote or Statement of Requirements to you, detailing the additional Charges you will need to pay for the engineering work to be completed (including any reasonable costs incurred by BT when conducting surveys) and: if you accept the new quote or Statement of Requirements, BT will cancel the existing Order to the affected Sites, will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
    - (f) if you do not accept the new quote or Statement of Requirements, BT will cancel your existing Order for the provision of the On Site Transmission Equipment Service to the affected Sites and BT will have no obligation to provide the On Site Transmission Equipment Service;
  - 4.1.3 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;
  - 4.1.4 provide you with a date on which delivery of the On Site Transmission Equipment (or each part of the On Site Transmission Equipment Service, including to each Site) is due to start (**"Customer Committed Date"**), but all dates are estimates;
  - 4.1.5 dispatch the On Site Transmission Equipment for delivery to the applicable Site as set out in the Order; and
  - 4.1.6 install the On Site Transmission Equipment at the applicable Sites as set out in the Order, in which case BT will:
    - (a) test On Site Transmission Equipment to ensure that it is ready for use; and
    - (b) on the date that BT has completed those tests, confirm to you that the On Site Transmission Equipment is available for you to carry out any Acceptance Tests as set out in Paragraph 5.2.

### 5 Your Obligations

- 5.1 Where applicable before the On Site Transmission Equipment Service Start Date and, where applicable, throughout the provision of the On Site Transmission Equipment Service by BT, you will:
- 5.1.1 provide BT with the name and contact details of at least one individual who is responsible for receiving the On Site Transmission Equipment at the Site;
  - 5.1.2 provide BT, and BT's employees, agents, consultants, subcontractors, suppliers, Affiliates or agents, with access to Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver, install, maintain, repair, renew, relocate, upgrade, add, alter, replace or remove the On Site Transmission Equipment, as specified in the Order;
  - 5.1.3 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
  - 5.1.4 in the case of BT Signal Assist and BT Office Signal Assist, maintain an appropriate broadband connection :
    - (a) you will need the following minimum broadband speeds unless BT lets you know otherwise from time to time:
      - (i) in the case of BT Signal Assist, at least 1.5 Mbps downlink and 0.3Mbps uplink speeds;
      - (ii) in the case of BT Office Signal Assist, at least 4Mbps downlink and 2Mbps uplink speeds;
    - and

- (b) the Coverage Enhancement is dependent on your broadband connection and interruptions affecting your broadband or power will impact the operation of the On Site Transmission Equipment;
- 5.1.5 prepare and maintain the Site for any Surveys and the installation of On Site Transmission Equipment and for future access, including:
  - (a) grant BT the right to, and obtain any applicable consents to allow BT to:
    - (i) carry out any Surveys;
    - (ii) as necessary, install, operate, maintain, renew, relocate, upgrade, add, alter, replace and remove the On Site Transmission Equipment at the Site;
    - (iii) where applicable, to run, maintain, repair, renew and replace electricity cables from your electricity supply at the Site, or the mains electricity service from the boundary of the Site, to the On Site Transmission Equipment; and
    - (iv) where applicable, to run, maintain, repair, renew and replace a communication line from the On Site Transmission Equipment to the boundary of the Site;
  - (b) provide a suitable and safe operational environment for any On Site Transmission Equipment including all necessary trunking, conduits, cable trays, power sockets and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (c) provide and use reasonable endeavours to maintain a continuous supply of electricity to the On Site Transmission Equipment at your own cost and take all reasonable steps to reinstate your electricity supply where it has failed;
  - (d) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect On Site Transmission Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or any maintenance services, as set out in the Order;
  - (e) complete any other preparation activities that BT may request, in accordance with any reasonable timescales, to enable you to receive the On Site Transmission Equipment Service promptly; and
  - (f) carry out after installation any work that may be required to make good any cosmetic damage caused during the installation or any maintenance services, as set out in the Order;
- 5.1.6 obtain any consents that you need to obtain to install the On Site Transmission Equipment (including but not limited to landlord's consent and the relevant electricity operator's consent);
- 5.1.7 register the On Site Transmission Equipment in accordance with instructions provided with the On Site Transmission Equipment;
- 5.1.8 where applicable, ensure that you have broadband that is compatible with the On Site Transmission Equipment. In addition to the speed limitations set out above, functionality of the On Site Transmission Equipment may be impacted by modems or other systems used by broadband providers other than BT;
- 5.1.9 provide BT with details of the location of the On Site Transmission Equipment;
- 5.1.10 obtain BT's prior written consent before any change to the location of the On Site Transmission Equipment and such change may require an additional Site Survey and the resulting relocation of the On Site Transmission Equipment and associated Site Survey may result in additional Charges;
- 5.1.11 agree that BT has no obligation to provide the Coverage Enhancement to any location other than the Site unless BT agrees otherwise;
- 5.1.12 notify BT if you believe that the On Site Transmission Equipment Service is being used for fraudulent or illegal purposes;
- 5.1.13 comply with the provisions of any Software licences provided with or as part of the On Site Transmission Equipment Service;
- 5.1.14 keep the On Site Transmission Equipment safe and without risk to health;
- 5.1.15 only use the On Site Transmission Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
- 5.1.16 only move the On Site Transmission Equipment or any part of it from the Site as set out in this Annex;
- 5.1.17 make sure that any third party which owns or occupies the Site or any part of the Sites will not interfere with or remove the On Site Transmission Equipment;
- 5.1.18 not make any alterations or attachments to the On Site Transmission Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the On Site Transmission Equipment;



- 5.1.19 not sell, charge, assign, transfer or dispose of or part with possession of the On Site Transmission Equipment or any part of it;
- 5.1.20 not allow any lien, encumbrance or security interest over the On Site Transmission Equipment, nor pledge the credit of BT for the repair of the On Site Transmission Equipment or otherwise;
- 5.1.21 not claim to be owner of the On Site Transmission Equipment and ensure that the owner of the Site will not claim ownership of the On Site Transmission Equipment, even if the On Site Transmission Equipment is fixed to the Site;
- 5.1.22 provide BT with a copy of the rating return notice or demand received for any rates, outgoings or payments in relation to BT's provision of any Coverage Enhancement;
- 5.1.23 take reasonable steps to protect the On Site Transmission Equipment from loss, theft or damage;
- 5.1.24 obtain appropriate insurance against any damage to or theft or loss of the On Site Transmission Equipment;
- 5.1.25 in addition to any other rights that BT may have, reimburse BT for losses, costs or liabilities arising from your miss-use of the On Site Transmission Equipment or if the On Site Transmission Equipment is damaged, stolen or lost, except where the loss or damage to On Site Transmission Equipment is a result of fair wear and tear or caused by BT. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
- 5.1.26 ensure that the On Site Transmission Equipment appears in BT's name in your accounting books;
- 5.1.27 where there is a threatened seizure of the On Site Transmission Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the On Site Transmission Equipment; and
- 5.1.28 notify interested third parties that BT owns the On Site Transmission Equipment.

5.2 If BT installs the On Site Transmission Equipment, after receiving notice from BT under Paragraph 4.1.6(b), you will promptly carry out objective tests to determine whether the On Site Transmission Equipment is ready for use ("**Acceptance Tests**").

### 5.3 **The End of the On Site Transmission Equipment Service**

On termination of BT's provision of On Site Transmission Equipment Service by either one of us, or expiry you will:

- 5.3.1 provide BT with all reasonable assistance necessary to remove the On Site Transmission Equipment from the Site(s);
- 5.3.2 make sure that any third party that owns or occupies the Site will permit BT and BT's employees, agents, consultants, subcontractors, suppliers, Affiliates or agents to enter the Site to recover the On Site Transmission Equipment;
- 5.3.3 disconnect any Customer Equipment from On Site Transmission Equipment located at the Sites;
- 5.3.4 not dispose of or use On Site Transmission Equipment other than in accordance with BT's written instructions or authorisation;
- 5.3.5 where requested, arrange for any On Site Transmission Equipment located at the Sites to be returned to BT; and
- 5.3.6 be liable for any reasonable costs of recovery that BT incurs in recovering the On Site Transmission Equipment.

## 6 **Transfer of Risk**

- 6.1 The On Site Transmission Equipment remains BT's property, but risk in the On Site Transmission Equipment will transfer to you in accordance with this Paragraph.
- 6.2 If BT delivers or installs the On Site Transmission Equipment, risk will pass to you on delivery of the On Site Transmission Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence.
- 6.3 If BT does not deliver or install the On Site Transmission Equipment, risk will pass to you when you take possession of the On Site Transmission Equipment.

## 7 **Invoicing**

- 7.1 BT will invoice you for the Charges for the On Site Transmission Equipment Service as set out in Paragraph 7.2 in the amounts and currency specified in the Order.
- 7.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 7.2.1 Installation Charges, on the On Site Transmission Equipment Service Start Date (or monthly in arrears prior to the On Site Transmission Equipment Service Start Date for any work carried out where the planned installation period is longer than one month, unless otherwise agreed by you and BT);



- 7.2.2 Charges for On Site Transmission Equipment on the date you take delivery or possession;
  - 7.2.3 any Recurring Charges monthly or annually in advance from the On Site Transmission Equipment Service Start Date (for any period where the On Site Mobile Transmission Equipment Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis or for any period where the On Site Transmission Equipment Service is provided for more than one month but less than one year, the Recurring Charges will be calculated on a monthly basis) unless otherwise agreed by you and BT; and
  - 7.2.4 De-installation Charges within 60 days of de-installation of the On Site Transmission Equipment.
- 7.3 BT may invoice you for any of the following charges in addition to those set out in the Order:
- 7.3.1 charges for expediting provision of the On Site Transmission Equipment at your request after you have been informed of the Customer Committed Date;
  - 7.3.2 charges for investigating an Incident in the On Site Transmission Equipment that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - 7.3.3 Charges for replacing BT Equipment at the end of the Contract, where, in BT's reasonable opinion, you do not provide BT with access within a reasonable timeframe to remove the BT Equipment from the Site; and
  - 7.3.4 any other charges, including any additional charges required for non-standard installation methods or relocation of the On Site Transmission Equipment as set out in Paragraphs 2.6 and 5.1.10.

On termination of the Coverage Enhancement, BT will not refund any monies that you have already paid for the provision of the Coverage Enhancement.



## Part C – Defined Terms

### 8 Defined Terms

In addition to the defined terms in the General Terms and the BT Business Mobile Schedule, capitalised terms in this Annex will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms or the BT Business Mobile Schedule, these defined terms will take precedence for the purposes of this Annex):

“**Acceptance Test**” has the meaning given in Paragraph 5.2.

“**BT Office Signal Assist**” means the service that plugs into the relevant broadband lines to enhance the Mobile Network signal indoors within your office premises and comprises BT Equipment that BT will install for you. You will need to have broadband to use this service.

“**BT Signal Assist**” means the monthly rental service that plugs into your broadband line to enhance the Mobile Network signal indoors within your premises and comprises BT Equipment that you install yourself. You will need to have broadband to use this service.

“**Coverage Enhancement**” means the provision and, if applicable, installation of On Site Transmission Equipment to provide enhanced Mobile Network coverage to a Site.

“**Customer Committed Date**” has the meaning given in Paragraph 4.1.4.

“**Distributed Antenna System**” means the service that is provided by BT to enhance the Mobile Network signal indoors within your office premises and comprises BT Equipment that BT will install.

“**De-installation Charges**” means the Charges payable by you on de-installation of the On Site Transmission Equipment that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the On Site Transmission Equipment.

“**On Site Transmission Equipment**” means an on-Site base station(s) provided by BT for the purposes of providing any of BT Signal Assist, BT Office Signal Assist or the Distributed Antenna System and which is BT Equipment.

“**On Site Transmission Equipment Service**” has the meaning given in Paragraph 2.1.

“**On Site Transmission Equipment Service Start Date**” means the date of acceptance of your Order for the On Site Transmission Equipment that applies irrespective of when you start to use the On Site Transmission Equipment.

“**Statement of Requirements**” means the document agreed between both of us that sets out the On Site Transmission Equipment, the Sites at which it is to be installed and the relevant Charges.

“**Survey**” has the meaning given in Paragraph 4.1.2.