



# 4G Office Signal Assist & 4G Office Signal Assist Plus 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 – 4G Office Signal Assist & 4G Office Signal Assist Plus

### 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 the 4G Office Signal Assist (“**Office Signal Assist**”) and 4G Office Signal Assist Plus (“**Office Signal Assist Plus**”), as set out in an applicable Order.

### 2 Office Signal Assist & Office Signal Assist Plus

- 2.1 BT will provide you with a limited licence to access and use the Office Signal Assist and Office Signal Assist Plus as set out in the applicable Order, to be installed by BT at a Site in order to enhance network coverage at the Site (“**Office Signal Assist & Office Signal Assist Plus Service**”).
- 2.2 The Office Signal Assist & Office Signal Assist Plus Service:
  - 2.2.1 will be installed at the Site by BT;
  - 2.2.2 is only compatible with the Mobile Network and cannot be used with other telecommunication networks;
  - 2.2.3 can provide 4G voice and data coverage up to 50 meters;
  - 2.2.4 can only be used in the United Kingdom; and
  - 2.2.5 requires compatible 4G Devices and will only support calls over 4G.
- 2.3 The Office Signal Assist & Office Signal Assist Plus Service will be provided in “open mode” so that any Device within the range of the Office Signal Assist & Office Signal Assist Plus will be able to use the signal generated from the Office Signal Assist & Office Signal Assist Plus Service.
- 2.4 BT does not guarantee that installation of the Office Signal Assist & Office Signal Assist Plus Service will improve the Mobile Network signal throughout the Site. Data coverage will be limited by maximum broadband speeds, number of concurrent Users and types of services being accessed.
- 2.5 **Access to Office Signal Assist and Office Signal Assist Plus**

You agree that, from time to time:

  - 2.5.1 BT may access the Office Signal Assist & Office Signal Assist Plus Service remotely or at the Site in order to provide maintenance and updates to the Office Signal Assist & Office Signal Assist Plus Service; and
  - 2.5.2 BT and Ofcom may require access to the Office Signal Assist & Office Signal Assist Plus Service to ensure that the Office Signal Assist & Office Signal Assist Plus 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 Office Signal Assist and Office Signal Assist Plus**
  - 2.6.1 You must notify BT in writing of any intention to relocate the Office Signal Assist & Office Signal Assist Plus to either another location within the same Site or to another location at an alternative Site, giving a reasonable period of notice.
  - 2.6.2 If BT agrees to the relocation, you will disconnect the Office Signal Assist & Office Signal Assist Plus from the current Site and move it to the new Site. BT will re-install the Office Signal Assist & Office Signal Assist Plus at the new Site and may charge you a re-installation Charge.
  - 2.6.3 If you are vacating the Site, you may terminate the Office Signal Assist & Office Signal Assist Plus in accordance with the terms of the Contract.
- 2.7 **Maximum number of Users**
  - 2.7.1 The maximum number of concurrent Users for:
    - (a) Office Signal Assist is 16 Users; and
    - (b) Office Signal Assist Plus is 32 Users.
- 2.8 **Warranty**



- 2.8.1 If you have made the one-off upfront payment for the Office Signal Assist & Office Signal Assist Plus Service:
- (a) if the Office Signal Assist & Office Signal Assist Plus is found to be faulty during normal use within the period of 24 months from delivery, BT will either repair or replace the Office Signal Assist & Office Signal Assist Plus free of charge in accordance with the manufacturer's warranty.
  - (b) this warranty is subject to BT's inspection of the Office Signal Assist & Office Signal Assist Plus and is only valid if the Office Signal Assist & Office Signal Assist Plus has been used in accordance with the instructions provided by BT and/or the manufacturer and has not been modified, previously repaired (except by a repairer approved by BT) or misused.
- 2.8.1 If you have selected the Office Signal Assist & Office Signal Assist Plus Service pay monthly option:
- (a) if the Office Signal Assist & Office Signal Assist Plus Solution is found to be faulty during normal use, BT will either repair or replace the Office Signal Assist & Office Signal Assist Plus Solution free of charge in accordance with the manufacturer's warranty.
  - (b) this warranty is subject to BT's inspection of the Office Signal Assist & Office Signal Assist Plus, and is only valid if the Office Signal Assist & Office Signal Assist Plus has been used in accordance with the instructions provided by BT and/or the manufacturer and has not been modified, previously repaired (except by a repairer approved by BT) or misused.
- 2.9 **Minimum Term, Suspension and Termination**
- 2.9.1 BT will provide you with the Office Signal Assist & Office Signal Assist Plus Service from the Service Start Date until either of us terminates the Office Signal Assist & Office Signal Assist Plus Service in accordance with the terms of the Contract.
- 2.9.2 Either of us may terminate the Office Signal Assist & Office Signal Assist Plus in accordance with the terms of the Contract and additionally, BT may terminate the Office Signal Assist & Office Signal Assist Plus immediately where:
- (a) the Office Signal Assist & Office Signal Assist Plus becomes permanently incompatible with the Mobile Network;
  - (b) BT is directed to do so by Ofcom; or
  - (c) your contract for access to the Mobile Network is terminated.
- 2.9.3 For the purposes of Clause 17 of the General Terms, either of us may terminate the Office Signal Assist & Office Signal Assist Plus for convenience by providing the other with 28 days' Notice.
- 2.9.4 If you terminate the Office Signal Assist & Office Signal Assist Plus before the end of the Minimum Term, you will pay BT an amount equal to 100% of the Recurring Charges for the remaining months in the Minimum Term for each terminated Office Signal Assist & Office Signal Assist Plus.
- 2.9.5 BT may suspend the Office Signal Assist & Office Signal Assist Plus where:
- (a) there has been no activity on the Office Signal Assist & Office Signal Assist Plus for three consecutive months; or
  - (b) if BT is required to suspend the Office Signal Assist & Office Signal Assist Plus as a result of a request from Ofcom.
- 2.9.6 During any period of suspension, you will not be able to use the Office Signal Assist & Office Signal Assist Plus to make emergency calls.
- 2.9.7 Charges will still apply during any period of suspension.
- 2.10 **Emergency Calls**
- 2.10.1 It may not be possible to make emergency calls on mobiles if:
- (a) the Office Signal Assist & Office Signal Assist Plus is not turned on;
  - (b) if there is no internet access; or
  - (c) if there is some other disruption, such as a power outage.
- 2.10.2 If an emergency call is made through the Office Signal Assist & Office Signal Assist Plus, the emergency services may use the Site in order to identify where the call was made from.

## Part B – Obligations, Installation and Charges

### 3 BT's Obligations

- 3.1 Where applicable before the Office Signal Assist & Office Signal Assist Plus Service Start Date and, where applicable, throughout the provision of the Office Signal Assist & Office Signal Assist Plus Service, BT will:



- 3.1.1 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;
- 3.1.2 provide you with a date on which delivery of the Office Signal Assist & Office Signal Assist Plus Service is due to take place ("**Customer Committed Date**"), but all dates are estimates;
- 3.1.3 dispatch the Office Signal Assist & Office Signal Assist Plus Equipment for delivery to the applicable Site as set out in the Order;
- 3.1.4 install the Office Signal Assist & Office Signal Assist Plus Service at the applicable Sites as set out in the Order, in which case BT will test Office Signal Assist & Office Signal Assist Plus Service to ensure that it is ready for use; and
- 3.1.5 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Office Signal Assist & Office Signal Assist Plus Service, the BT Network or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency.

#### 4 Your Obligations

- 4.1 Where applicable before the Office Signal Assist & Office Signal Assist Plus Service Start Date and, where applicable, throughout the provision of the Office Signal Assist & Office Signal Assist Plus Service by BT, you will:
  - 4.1.1 provide BT with the installation address for the Office Signal Assist & Office Signal Assist Plus Service;
  - 4.1.2 provide BT with the name and contact details of at least one individual who is responsible for receiving the Office Signal Assist & Office Signal Assist Plus Service at the Site;
  - 4.1.3 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 Office Signal Assist & Office Signal Assist Plus Service, as specified in the Order;
  - 4.1.4 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
  - 4.1.5 at your cost, maintain an appropriate broadband connection:
    - (a) you will need the following minimum broadband speeds to support 4G voice coverage (unless BT lets you know otherwise from time to time):
      - (i) in the case of Office Signal Assist, at least 22Mb average download speed and 11Mb average upload speed;
      - (ii) in the case of Office Signal Assist Plus, at least 44Mb average download speed and 22Mb average upload speed; and
    - (b) the Office Signal Assist & Office Signal Assist Plus Service is dependent on your broadband connection and interruptions affecting your broadband or power will impact the operation of the Office Signal Assist & Office Signal Assist Plus;
  - 4.1.6 prepare and maintain the Site for any surveys and the installation of Office Signal Assist & Office Signal Assist Plus Service and for future access, including:
    - (a) configure your network in accordance with the Office Signal Assist & Office Signal Assist Plus Service set up guide prior to installation of the Office Signal Assist & Office Signal Assist Plus Service. Where installation of the Office Signal Assist & Office Signal Assist Plus Service fails or is cancelled due to your failure to properly configure your network, Charges may apply; and
    - (b) 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 Office Signal Assist & Office Signal Assist Plus Service at the Site; and
      - (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 Office Signal Assist & Office Signal Assist Plus Service;
  - 4.1.7 provide a suitable and safe operational environment for any Office Signal Assist & Office Signal Assist Plus Service 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;

- 4.1.8 provide and use reasonable endeavours to maintain a continuous supply of electricity to the Office Signal Assist & Office Signal Assist Plus Service at your own cost and take all reasonable steps to reinstate your electricity supply where it has failed;
- 4.1.9 take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect Office Signal Assist & Office Signal Assist Plus Service to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or any maintenance services, as set out in the Order;
- 4.1.10 complete any other preparation activities that BT may request, in accordance with any reasonable timescales, to enable you to receive the Office Signal Assist & Office Signal Assist Plus Service promptly;
- 4.1.11 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;
- 4.1.12 obtain any consents that you need to obtain to install the Office Signal Assist & Office Signal Assist Plus Service (including but not limited to landlord's consent and the relevant electricity operator's consent);
- 4.1.13 obtain BT's prior written consent before any change to the location of the Office Signal Assist & Office Signal Assist Plus Service in accordance with Paragraph 2.6;
- 4.1.14 agree that BT has no obligation to provide the Office Signal Assist & Office Signal Assist Plus Service to any location other than the Site unless BT agrees otherwise;
- 4.1.15 not knowingly, recklessly or negligently permit any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Office Signal Assist & Office Signal Assist Plus Service and will notify BT if you believe that the Office Signal Assist & Office Signal Assist Plus Service is being used for fraudulent or illegal purposes;
- 4.1.16 comply with the provisions of any Software licences provided with or as part of the Office Signal Assist & Office Signal Assist Plus Service and except as permitted by law, will not reverse engineer, decompile or modify the software utilized by the Office Signal Assist & Office Signal Assist Plus Service;
- 4.1.17 keep the Office Signal Assist & Office Signal Assist Plus Equipment safe and without risk to health;
- 4.1.18 only use the Office Signal Assist & Office Signal Assist Plus Service, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
- 4.1.19 only move the Office Signal Assist & Office Signal Assist Plus Service or any part of it from the Site as set out in this Annex;
- 4.1.20 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 Office Signal Assist & Office Signal Assist Plus Service;
- 4.1.21 not make any alterations or attachments to the Office Signal Assist & Office Signal Assist Plus Service without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Office Signal Assist & Office Signal Assist Plus Service;
- 4.1.22 not sell, charge, assign, transfer or dispose of or part with possession of the Office Signal Assist & Office Signal Assist Plus Service or any part of it;
- 4.1.23 not allow any lien, encumbrance or security interest over the Office Signal Assist & Office Signal Assist Plus Equipment, nor pledge the credit of BT for the repair of the Office Signal Assist & Office Signal Assist Plus Equipment or otherwise;
- 4.1.24 not claim to be owner of the Office Signal Assist & Office Signal Assist Plus Equipment and ensure that the owner of the Site will not claim ownership of the Office Signal Assist & Office Signal Assist Plus Equipment, even if the Office Signal Assist & Office Signal Assist Plus Equipment is fixed to the Site;
- 4.1.25 take reasonable steps to protect the Office Signal Assist & Office Signal Assist Plus Equipment from loss, theft or damage by any wilful act, neglect or default;
- 4.1.26 obtain appropriate insurance against any damage to or theft or loss of the Office Signal Assist & Office Signal Assist Plus Equipment;
- 4.1.27 in addition to any other rights that BT may have, reimburse BT for losses, costs or liabilities arising from your miss-use of the Office Signal Assist & Office Signal Assist Plus Service or if the Office Signal Assist & Office Signal Assist Plus Equipment is damaged, stolen or lost, except where the loss or damage to Office Signal Assist & Office Signal Assist Plus 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;
- 4.1.28 ensure that the Office Signal Assist & Office Signal Assist Plus Equipment appears in BT's name in your accounting books;



- 4.1.29 where there is a threatened seizure of the Office Signal Assist & Office Signal Assist Plus Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Office Signal Assist & Office Signal Assist Plus Equipment; and
  - 4.1.30 notify interested third parties that BT owns the Office Signal Assist & Office Signal Assist Plus Equipment.
- 4.2 **The End of the Office Signal Assist & Office Signal Assist Plus Service**
- On termination of BT's provision of Office Signal Assist & Office Signal Assist Plus Service by either one of us, or expiry you will:
- 4.2.1 if applicable, provide BT with all reasonable assistance necessary to remove the Office Signal Assist & Office Signal Assist Plus Service from the Site(s);
  - 4.2.2 if applicable, 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 Office Signal Assist & Office Signal Assist Plus Equipment;
  - 4.2.3 disconnect any Customer Equipment from Office Signal Assist & Office Signal Assist Plus Service located at the Sites;
  - 4.2.4 not dispose of or use Office Signal Assist & Office Signal Assist Plus Equipment other than in accordance with BT's written instructions or authorisation;
  - 4.2.5 where requested, arrange for any Office Signal Assist & Office Signal Assist Plus Equipment located at the Sites to be returned to BT; and
  - 4.2.6 if applicable, be liable for any reasonable costs of recovery that BT incurs in recovering the Office Signal Assist & Office Signal Assist Plus Equipment.

### 5 Transfer of Risk

- 5.1 The Office Signal Assist & Office Signal Assist Plus Equipment remains BT's property at all times, but risk in the Office Signal Assist & Office Signal Assist Plus Equipment will transfer to you on delivery.
- 5.2 You will not be liable for any loss or damage that is caused by BT's negligence.

### 6 Invoicing

- 6.1 BT will invoice you for the Charges for the Office Signal Assist & Office Signal Assist Plus Service as set out in Paragraph 6.2 in the amounts and currency specified in the Order.
- 6.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 6.2.1 if applicable, one-off upfront Charge for Office Signal Assist & Office Signal Assist Plus Service on the date you take delivery or possession; and
  - 6.2.2 Recurring Charges on a monthly basis (this will include the monthly maintenance Charge and if applicable, the monthly purchase Charge if you selected the pay monthly option). For any period where the Office Signal Assist & Office Signal Assist Plus Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis unless otherwise agreed by you and BT.
- 6.3 BT may invoice you for any of the following charges in addition to those set out in the Order:
  - 6.3.1 charges for expediting provision of the Office Signal Assist & Office Signal Assist Plus Service at your request after you have been informed of the Customer Committed Date;
  - 6.3.2 charges for investigating an Incident in the Office Signal Assist & Office Signal Assist Plus Service 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;
  - 6.3.3 cancellation charges if you cancel the Office Signal Assist & Office Signal Assist Plus Service prior to installation in accordance with Clause 16 of the General Terms;
  - 6.3.4 De-installation Charges within 60 days of de-installation of the Office Signal Assist & Office Signal Assist Plus Service.
  - 6.3.5 Termination Charges as set out in Paragraph 2.9.4; and
  - 6.3.6 any other charges, including any re-installation charges required for relocation of the Office Signal Assist & Office Signal Assist Plus Service as set out in Paragraph 2.6.2 or Failed Installation Charges as set out in Paragraph 4.1.6(a).



## Part C – Defined Terms

### 7 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):

“**Customer Committed Date**” has the meaning given in Paragraph 3.1.2.

“**De-installation Charges**” means the Charges payable by you on de-installation of the Office Signal Assist & Office Signal Assist Plus 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 Office Signal Assist & Office Signal Assist Plus.

“**Office Signal Assist**” means the 4G Office Signal Assist.

“**Office Signal Assist Plus**” means the 4G Office Signal Assist Plus.

“**Office Signal Assist & Office Signal Assist Plus Service**” has the meaning given to it in Paragraph 2.1.

“**Office Signal Assist & Office Signal Assist Equipment**” means the BT Equipment that is provided to you as part of the Office Signal Assist & Office Signal Assist Plus Service.

“**Minimum Term**” means a period of 24 months from the Service Start Date for each Office Signal Assist & Office Signal Assist Plus.

“**Service Start Date**” means the date BT first makes the Office Signal Assist & Office Signal Assist Plus Service available to you.