

# Additional Network Equipment 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. Introduction

BT's provision of this Solution is subject to:

- 1.1 these Solution Terms; and
- 1.2 any other Solution Terms that apply to "off the shelf" coverage solutions (which are available at [www.bt.com/terms](http://www.bt.com/terms)) or any other online address as BT may advise you of.

### 2. Statement of Requirements

This Solution requires a Statement of Requirements.

### 3. Grant of Installation Licence

- 3.1 You grant BT and BT Personnel, at BT's own risk and expense, the right:
  - 3.1.1 to carry out the Works on your Site;
  - 3.1.2 to install, operate, maintain, repair, upgrade, modify, remove and replace the Additional Network Equipment on your Site (at the locations agreed by BT and you);
  - 3.1.3 to run, maintain, repair, remove and replace:
    - (a) electricity cables from:
      - (i) your electricity supply at your Site to the Additional Network Equipment; or
      - (ii) a mains electricity supply from the boundary of your Site, along a route agreed by BT and you, to the Additional Network Equipment;
    - (b) a communications link from the Additional Network Equipment, along a route agreed by BT and you, to the boundary of your Site; and
  - 3.1.4 to access and to occupy all parts of your Site as BT reasonably needs to exercise its rights set out in Paragraphs 3.1.1 and 3.1.2 and BT or BT Personnel will comply with your reasonable security and safety procedures ("**Installation Licence**").
- 3.2 The Installation Licence will begin on the date on which we have both signed the Statement of Requirements.
- 3.3 BT and you will agree the part of your Site where BT will carry out the Works, before BT begins the Works.
- 3.4 BT will:
  - 3.4.1 remove all Additional Network Equipment when BT leaves your Site; and
  - 3.4.2 at your request and to your reasonable satisfaction, return (allowing for reasonable wear and tear), your Site to the condition that it was in on the installation date.
- 3.5 You warrant that you:
  - 3.5.1 have a legal title to the Site;
  - 3.5.2 will obtain all consents from any landlord, mortgagee, covenantee or other third party, that are necessary for both of us to comply with these Solution Terms; and
  - 3.5.3 are not subject to any notice (including constructive notice) setting out any reason why you cannot grant BT the Installation Licence.

- 3.6 You will indemnify BT for any loss or damage that BT suffers as a result of any breach of the warranties set out in Paragraph 3.5.
- 3.7 You will, at BT's request, provide BT with a copy of your title documents to your Site.
- 3.8 BT owns the Additional Network Equipment and nothing in these Solution Terms transfers title in the Additional Network Equipment to you.

#### 4. Your Obligations

##### 4.1 You will:

###### 4.1.1 if your electricity supply is used:

- (a) enter into any agreement with the relevant electricity or communications operator to give effect to the Installation Licence;
- (b) at your own cost, ensure there is a continuous supply of electricity to the Additional Network Equipment; and
- (c) take all reasonable steps to reinstate a supply of electricity to your Site where the supply has failed as a result of your actions (or those of your agent or employees);

###### 4.1.2 not interfere with or move the Additional Network Equipment;

###### 4.1.3 take all reasonable steps to protect the Additional Network Equipment from loss, theft or damage;

###### 4.1.4 inform BT of any suspected or actual unauthorised use of the Additional Network Equipment;

###### 4.1.5 provide BT and the BT Personnel with all necessary information, assistance and cooperation to allow BT to provide this Solution;

###### 4.1.6 where you do not wish to, or are unable to, comply with the instructions of use for any Additional Network Equipment, you will notify BT and BT may disable the Additional Network Equipment and BT may arrange for collection of the Additional Network Equipment at your own cost;

###### 4.1.7 supply to BT a copy of any rating return notice or demand received for any rates, outgoings or payments in respect of BT's use of the Additional Network Equipment;

###### 4.1.8 keep the structure of your Site in good repair and condition;

###### 4.1.9 obtain and comply with all planning, local authority and other statutory consents necessary for BT to install the Additional Network Equipment at your Site;

###### 4.1.10 execute all documents that enable BT to provide the Additional Network Equipment and Works to you; and

###### 4.1.11 without limiting your obligations set out in the remainder of this Paragraph 4.1, ensure that:

- (a) any third party that owns or occupies the Site or any part of the Site will not interfere or remove the Additional Network Equipment; and
- (b) any third party that owns or occupies the Site will permit BT and BT Personnel to enter the Site to recover the Additional Network Equipment.

#### 5. BT's Obligations

##### 5.1 BT will:

###### 5.1.1 carry out the Works safely and will remedy, to your reasonable satisfaction, any damage caused by the Works or the performance of BT's other obligations under these Solution Terms;

###### 5.1.2 maintain public liability insurance and insurance to protect against other types of third party liability relating to:

- (a) any death or injury to any person;
- (b) loss of, or damage to, any property belonging to any third party,

that arises as a result of BT or the BT Personnel exercising the rights you grant to them under the Installation Licence;

- 5.1.3 provide to you, on request, details of the insurances BT holds in accordance with Paragraph 5.1.2;
- 5.1.4 pay any additional rates, outgoings or payments (except those for the supply of electricity) reasonably incurred by BT for the operation of the Additional Network Equipment at your Site; and
- 5.1.5 comply with all planning, local authority and other statutory consents granted to BT for the installation of the Additional Network Equipment at your Site.

### 6. The End of the Solution

- 6.1 Unless the Contract or the Contract Change Note says otherwise, the Minimum Term for this Solution and the Installation Licence is 24 months from the date on which we have both signed the Statement of Requirements.
- 6.2 When the Minimum Term ends, BT will continue to provide this Solution to you until you provide BT with at least 30 days' Notice that you wish to terminate this Solution.
- 6.3 BT may terminate this Solution and the Installation Licence at any of your Sites by giving you at least three months' Notice if, in BT's reasonable opinion:
  - 6.3.1 there is an operational reason why BT cannot use your Site in accordance with the terms of the Installation Licence; or
  - 6.3.2 BT can provide a reasonable standard of coverage to your Site without needing the Additional Network Equipment.
- 6.4 Subject to Paragraph 6.5, you may terminate this Solution and the Installation Licence at any of your Sites by giving BT at least three months' Notice.
- 6.5 If you terminate the Contract, the EE Mobile Schedule or this Solution before the end of the Minimum Term, in addition to any other payments due to EE under the Contract, you will pay EE Termination Charges, which will be calculated as follows:  
*(Running Costs x number of months remaining in the Minimum Term) – five per cent.*
- 6.6 In addition to your obligations under Clause 21 of the General Terms, if either of us terminates this Solution at any of your Sites for any reason:
  - 6.6.1 BT will remove the Additional Network Equipment from the relevant Site; and
  - 6.6.2 at BT's reasonable request, you will provide BT with any access that it reasonably needs to your Site to enable it to remove the Additional Network Equipment from the relevant Site.
- 6.7 If either of us terminates the Solution and Installation Licence in respect of one or more Sites, this will not affect the rights and obligations of each of us in respect of any Installation Licence relating to any other Site referred to in a Statement of Requirements.
- 6.8 If, due to a reason beyond BT's reasonable control, BT is unable to recover the Additional Network Equipment from your Site, without limiting any other rights or remedies BT has against you, you will indemnify BT in full for any loss BT incurs as a result.

### 7. Liability

Subject to Clauses 22.2, 22.3 and 22.5 of the General Terms, the total liability of each of us, under or in connection with the Installation Licence or these Solution Terms, and whether in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to £1,000,000.

### 8. Other Terms

- 8.1 BT is licenced and authorised under a Wireless Telegraphy Licence to establish, install and use radio coverage solutions, including the Additional Network Equipment.
- 8.2 BT authorises you to access and use the Additional Network Equipment under BT's Wireless Telegraphy Licence.

8.3 The Wireless Telegraphy Licence requires you to, and you will:

- 8.3.1 provide Ofcom or an equivalent Regulatory Body, with access to the Additional Network Equipment at all times; and
- 8.3.2 allow BT, at Ofcom's or an equivalent Regulatory Body's request and at all times of national or local emergencies, to modify or temporarily or permanently stop using the Additional Network Equipment if:
  - (a) you or BT breaches any Wireless Telegraphy Licence; or
  - (b) the Additional Network Equipment or any other coverage solution being operated under a Wireless Telegraphy Licence is causing or contributing to undue interference with other radio equipment.

## 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):

**"Additional Network Equipment"** means items of electronic communications Equipment set out in the Statement of Requirements.

**"BT Personnel"** means BT's or its Affiliates' employees, agents or subcontractors.

**"Installation Licence"** means the licence you grant to BT in Paragraph 3.1.

**"Regulatory Body"** means any national or supranational regulatory or competition body, government department, court, or other body authorised and empowered under local law in the relevant country to regulate or adjudicate on the provision of the Service.

**"Running Costs"** means the costs of the leased line rental of the Additional Network Equipment.

**"Wireless Telegraphy Licence"** means the licence granted to BT by Ofcom or an equivalent Regulatory Body under the Wireless Telegraphy Act 2006.

**"Works"** means the works carried out by BT and BT Personnel (including any structural works but excluding any preparatory survey works) in connection with the installation of the Additional Network Equipment and the laying of any necessary communications and electricity supply cables. Where appropriate in context, it includes any works carried out by BT in exercising the rights you grant to BT in the Installation Licence.