



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

- 1.1 BT will provide you with a limited licence to access and use the 4G Office Signal Assist & 4G Office Signal Assist Plus Solution, solely to access the Mobile Network to enhance network coverage at the Site in accordance with these Solution Terms ("**Office Signal Assist & Office Signal Assist Plus Solution**").
- 1.2 BT will install the Office Signal Assist & Office Signal Assist Plus Solution at the Site.
- 1.3 The Office Signal Assist & Office Signal Assist Plus Solution:
  - 1.3.1 can provide 4G voice and data coverage up to 50 metres;
  - 1.3.2 requires compatible 4G Devices;
  - 1.3.3 will only support calls over 4G;
  - 1.3.4 can only be used in the United Kingdom; and
  - 1.3.5 is only compatible with the Mobile Network. You cannot use the Office Signal Assist & Office Signal Assist Plus Solution with other telecommunications networks.
- 1.4 The Office Signal Assist & Office Signal Assist Plus Solution is provided in "Open Mode", this means that anyone on the Mobile Network within range of the Site will be able to use the signal generated from the Office Signal Assist & Office Signal Assist Plus Solution.
- 1.5 BT does not guarantee that the Office Signal Assist & Office Signal Assist Plus Solution 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.
- 1.6 **Access to Office Signal Assist and Office Signal Assist Plus**

You agree that, from time to time:

  - 1.6.1 BT may access the Office Signal Assist & Office Signal Assist Plus Solution remotely or at the Site in order to provide Maintenance and updates to the Office Signal Assist & Office Signal Assist Plus Solution; and
  - 1.6.2 BT and Ofcom may require access to the Office Signal Assist & Office Signal Assist Plus Solution to ensure that the Office Signal Assist & Office Signal Assist Plus Solution 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.
- 1.7 **Relocation of Office Signal Assist and Office Signal Assist Plus**
  - 1.7.1 You must notify BT in writing of any intention to relocate the Office Signal Assist & Office Signal Assist Plus Solution to either another location within the same Site or to another location at an alternative Site, giving a reasonable period of notice.
  - 1.7.2 If BT agrees to the relocation, you will disconnect the Office Signal Assist & Office Signal Assist Plus Solution from the current Site and move it to the new Site. BT will re-install the Office Signal Assist & Office Signal Assist Plus Solution at the new Site and you may be required to pay a re-installation Charge.
  - 1.7.3 If you are vacating the Site, you may terminate the Office Signal Assist & Office Signal Assist Plus Solution in accordance with the terms of the Contract.
- 1.8 **Maximum number of Users**
  - 1.8.1 The maximum number of concurrent Users for:
    - (a) Office Signal Assist is 16 Users; and
    - (b) Office Signal Assist Plus is 32 Users.
- 1.9 **Warranty**
  - 1.9.1 If you have made the one-off upfront payment for the Office Signal Assist & Office Signal Assist Plus Solution:
    - (a) if the Office Signal Assist & Office Signal Assist Plus Solution 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 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 Solution and is only valid if the Office Signal Assist & Office Signal Assist Plus Solution 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.
- 1.9.2 If you have selected the Office Signal Assist & Office Signal Assist Plus Solution 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 Solution, and is only valid if the Office Signal Assist & Office Signal Assist Plus Solution 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.
- 1.10 **Emergency Calls**
- 1.10.1 It may not be possible to make emergency calls on mobiles if:
- (a) the Office Signal Assist & Office Signal Assist Plus Solution is not turned on;
  - (b) if there is no internet access; or
  - (c) if there is some other disruption, such as a power outage.
- 1.10.2 If an emergency call is made through the Office Signal Assist & Office Signal Assist Plus Solution, the emergency services may use the Site in order to identify where the call was made from.

## 2 Risk and Delivery

- 2.1 BT retains legal ownership of the Office Signal Assist & Office Signal Assist Plus Equipment at all times.
- 2.2 Risk in the Office Signal Assist & Office Signal Assist Plus Equipment passes to you on delivery to the Site. You will not be liable for any loss or damage that is caused by BT's negligence.
- 2.3 In addition to the terms set out in this Annex, your use of the Office Signal Assist & Office Signal Assist Plus Equipment must be in accordance with Paragraph 5.2 of the EE Mobile Schedule.
- 2.4 You will take all reasonable steps to protect the Office Signal Assist & Office Signal Assist Plus Equipment and will not cause or allow any third party to cause any damage to the Office Signal Assist & Office Signal Assist Plus Equipment by any wilful act, neglect or default.
- 2.5 You will not knowingly, recklessly, or negligently use the Office Signal Assist & Office Signal Assist Plus Solution in any fraudulent or other unauthorised way.
- 2.6 You will comply with the provisions of any Software licences provided with or as part of the Office Signal Assist & Office Signal Assist Plus Solution and you will not decompile or modify the Software used by the Office Signal Assist & Office Signal Assist Plus Solution. You will notify BT immediately if you become aware of or suspect such activity.

## 3 Minimum Term and Suspension

- 3.1 BT will provide you with the Office Signal Assist & Office Signal Assist Plus Solution from the Service Start Date until either of us terminates the Office Signal Assist & Office Signal Assist Plus Solution in accordance with the terms of the Contract.
- 3.2 Either of us may terminate the Office Signal Assist & Office Signal Assist Plus Solution in accordance with the terms of the Contract and additionally, BT may terminate the Office Signal Assist & Office Signal Assist Plus Solution immediately where:
  - 3.2.1 the Office Signal Assist & Office Signal Assist Plus Solution becomes permanently incompatible with the Mobile Network;
  - 3.2.2 BT is directed to do so by Ofcom; or
  - 3.2.3 your contract for access to the Mobile Network is terminated.
- 3.3 For the purposes of Clause 17 of the General Terms, either of us may terminate the Office Signal Assist & Office Signal Assist Plus Solution for convenience by providing the other with 30 days' Notice.
- 3.4 If you terminate the Office Signal Assist & Office Signal Assist Plus Solution before the end of the Minimum Term, you will pay BT an amount equal to:
  - 3.4.1 if you have made the one-off upfront payment for the Office Signal Assist & Office Signal Assist Plus Solution, 100% of the monthly maintenance charge (as set out in the EE Price Guide) for the remaining



- months in the Minimum Term for each terminated Office Signal Assist & Office Signal Assist Plus Solution;  
and
- 3.4.2 if you selected the Office Signal Assist & Office Signal Assist Plus Solution pay monthly option, 100% of the monthly purchase charge and the monthly maintenance charge (as set out in the EE Price Guide) for the remaining months in the Minimum Term for each Office Signal Assist & Office Signal Assist Plus Solution.
- 3.5 In addition to any rights BT has to suspend the Office Signal Assist & Office Signal Assist Plus Solution in the General Terms and EE Mobile Schedule, BT may suspend the Office Signal Assist & Office Signal Assist Plus Solution:
- 3.5.1 where there has been no activity on the Office Signal Assist & Office Signal Assist Plus Solution for three consecutive months; or
- 3.5.2 if BT is required to suspend the Office Signal Assist & Office Signal Assist Plus Solution as a result of a request from Ofcom.
- 3.6 During any period of suspension, you will not be able to use the Office Signal Assist & Office Signal Assist Plus Solution to make emergency calls and Charges will still apply.

#### 4 Invoicing

- 4.1 BT will invoice you for the Charges for the Office Signal Assist & Office Signal Assist Plus Solution as set out in Paragraph 4.2 in the amounts and currency specified in the Order.
- 4.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 4.2.1 if applicable, one-off upfront Charge for Office Signal Assist & Office Signal Assist Plus Solution on the date you take delivery or possession of the Office Signal Assist & Office Signal Assist Plus Equipment; and
- 4.2.2 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 Solution is provided for less than one month, the Recurring Charges will be calculated on a daily basis unless otherwise agreed by you and BT.
- 4.3 BT may invoice you for any of the following charges in addition to those set out in the Order:
- 4.3.1 charges for expediting provision of the Office Signal Assist & Office Signal Assist Plus Solution at your request after you have been informed of the installation date;
- 4.3.2 charges for investigating an Incident in the Office Signal Assist & Office Signal Assist Plus Solution 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;
- 4.3.3 cancellation charges if you cancel the Office Signal Assist & Office Signal Assist Plus Solution prior to installation in accordance with Clause 16 of the General Terms;
- 4.3.4 De-installation Charges within 60 days of de-installation of the Office Signal Assist & Office Signal Assist Plus Solution.
- 4.3.5 Termination Charges as set out in Paragraph 3.4; and
- 4.3.6 any other charges, including any re-installation charges required for relocation of the Office Signal Assist & Office Signal Assist Plus Solution as set out in Paragraph 1.7.2 or Failed Installation Charges as set out in Paragraph 5.9.

#### 5 Your Obligations

- 5.1 You must provide BT with the installation address for the Office Signal Assist & Office Signal Assist Plus Solution.
- 5.2 You must provide BT with the name and contract details of at least one individual who is responsible for receiving the Office Signal Assist & Office Signal Assist Solution at the Site.
- 5.3 You must notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site.
- 5.4 You are responsible for ensuring:
- 5.4.1 a continuous supply of electricity to the Office Signal Assist & Office Signal Assist Plus Solution; and
- 5.4.2 the provision of internet access (either via a broadband connection or via correctly configured LAN and firewalls) and bandwidth.
- 5.5 You are responsible for all costs associated with the operation of the Office Signal Assist & Office Signal Assist Plus Solution, including the provision of electricity and internet access.
- 5.6 You are responsible for ensuring that you are permitted to use Office Signal Assist & Office Signal Assist Plus Solution with your internet.



- 5.7 You are responsible for obtaining any consents that you need to obtain to install the Office Signal Assist & Office Signal Assist Plus (including but not limited to landlord's consent and the relevant electricity operator's consent);
- 5.8 Operating the Office Signal Assist & Office Signal Assist Plus Solution will use data from your internet data allowance and you are responsible for ensuring that its data speeds and data allowances are sufficient to cover the use of the Office Signal Assist & Office Signal Assist Plus Solution. You will need the following minimum broadband speeds to support 4G voice coverage (unless BT lets you know otherwise from time to time):
  - 5.8.1 in the case of Office Signal Assist, at least 22Mb average download speed and 11Mb average upload speed; and
  - 5.8.2 in the case of Office Signal Assist Plus, at least 44Mb average download speed and 22Mb average upload speed.
- 5.9 You are responsible for configuring your network in accordance with the Office Signal Assist & Office Signal Assist Plus Solution set up guide prior to installation of the Office Signal Assist & Office Signal Assist Plus Solution by BT. Where BT are due to install the Office Signal Assist & Office Signal Assist Plus Solution and such installation fails or is cancelled due to your failure to properly configure your network, BT may charge you a Failed Installation Charge.
- 5.10 On termination of BT's provision of Office Signal Assist & Office Signal Assist Plus Solution by either one of us, or expiry you will:
  - 5.10.1 if applicable, provide BT with all reasonable assistance necessary to remove the Office Signal Assist & Office Signal Assist Plus Solution from the Site(s);
  - 5.10.2 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 Solution;
  - 5.10.3 disconnect any Customer Equipment from Office Signal Assist & Office Signal Assist Plus Solution located at the Sites;
  - 5.10.4 not dispose of or use Office Signal Assist & Office Signal Assist Plus Solution other than in accordance with BT's written instructions or authorisation;
  - 5.10.5 where requested, arrange for any Office Signal Assist & Office Signal Assist Plus Solution located at the Sites to be returned to BT; and
  - 5.10.6 if applicable, be liable for any reasonable costs of recovery that BT incurs in recovering the Office Signal Assist & Office Signal Assist Plus Solution.



## Part B – Defined Terms

### 6 Defined Terms

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, 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, EE Mobile Schedule, Orders or EE Price Guide, these defined terms will take precedence for the purposes of this Annex):

“**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.

“**Failed Installation Charge**” has the meaning given to it in Paragraph 5.9

“**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 Solution**” has the meaning given to it in Paragraph 1.1.

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