



## 1. Interpretation

1.1 The Additional Network Equipment Solution (referred to in these Solution Terms as "**Additional Network Equipment**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Other Terms	EE's provision of Additional Network Equipment is also subject to any Solution Terms which apply to "off the shelf" coverage solutions, which are available at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> .
1.3	Statement of Requirements	The parties must agree the Additional Network Equipment Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.

## 2. Definitions

The definitions set out in the Commercial Terms and General Terms and Conditions for Business Customers apply to this Solution except where amended below or in the Statement of Requirements.

2.1	Additional Network Equipment	means items of electronic communications equipment set out in the Statement of Requirements.
2.2	Rights	means the rights granted under clause 3.1 of these Solution Terms.
2.3	Minimum Period	means as defined in clause 6.1 of these Solution Terms.
2.4	Works	means the works carried out by EE, its employees, agents, group companies or independent contractors (including any structural works as may be reasonably necessary 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 and shall where the context applies include any works carried out by EE in exercising the Rights.
2.5	Customer Premises	means the property, and the curtilage of that property the address of which is detailed in the Agreement or Contract Change Note.
2.6	Running Costs	means the costs of the leased line rental of the Additional Network Equipment.

## 3. Licence

3.1	Licence	<p>The Customer grants to EE (and its employees, agents, group companies and independent contractors) the right at its own risk and expense:</p> <ul style="list-style-type: none"> <li>(a) to carry out the Works on the Customer Premises;</li> <li>(b) to install, operate, maintain, repair, renew, upgrade, add, alter, remove and replace the Additional Network Equipment on the Customer Premises in the positions as shall be agreed between the parties (acting reasonably);</li> <li>(c) to run, maintain, repair, renew, remove and replace electricity cables from the Customer's electricity supply at the Customer Premises to the Additional Network Equipment or if required a mains electricity service from the boundary of the Customer Premises to the Additional Network Equipment in such positions as shall be agreed between the parties (acting reasonably);</li> <li>(d) to run, maintain, repair, renew, remove and replace a communications link from the Additional Network Equipment to the boundary of the Customer Premises in such positions as shall be agreed between the parties (acting reasonably); and</li> <li>(e) to access and to occupy all parts of the Customer Premises as are reasonably necessary in order to install, operate, maintain, repair, renew, alter, upgrade remove and replace the Additional Network Equipment on the Customer Premises and to carry out the Works, provided that all such persons comply with such reasonable security and safety procedures as are required by the Customer.</li> </ul>
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3.2	Installation Licence	Upon both parties signing and dating the Statement of Requirements for the relevant Customer Premises a licence for EE to use those Customer Premises (the "Installation Licence") will come into effect, and the Installation Licence will (save where the parties agree otherwise in the Statement of Requirements) incorporate the terms and conditions set out in these Solution Terms and those set out in the Statement of Requirements.
3.3	Works	Prior to EE commencing the Works the parties shall agree the condition of that part of the Customer Premises where Works are to be carried out. Upon vacating the Customer Premises, EE shall remove all Additional Network Equipment and shall if required by the Customer reinstate that part of the Customer Premises where Works have been carried out to its former state and condition as at the date of installation (fair wear and tear excepted) to the reasonable satisfaction of the Customer.
3.4	Consents	The Customer warrants that it has a legal estate in the Customer Premises and will promptly obtain all consents and permissions of any landlord, mortgagee, covenantee or other third party, necessary to comply with these Solution Terms and does not have notice (including constructive notice) of any reason why it should not grant the Rights set out in these Solution Terms. The Customer shall indemnify EE for any loss or damage EE suffers as a result of any breach of this warranty by the Customer. If requested by EE, the Customer will provide a copy of its title documents for the Customer Premises
3.5	Title	The Additional Network Equipment shall at all times remain the exclusive property of EE.

## 4. Customer Obligations

4.1	Customer obligations	<p>The Customer shall:</p> <ul style="list-style-type: none"> <li>(a) if the Customer's electricity supply is used, (i) enter into any agreement with the relevant electricity or communications operator as may be necessary to give effect to the Rights, (ii) ensure a continuous supply of electricity to the Additional Network Equipment at its own cost, and (iii) take all reasonable steps to reinstate a supply of electricity to the Customer Premises where the supply has failed as a result of the Customer's actions (or those of his agent or servants);</li> <li>(b) not interfere with or move the Additional Network Equipment;</li> <li>(c) take all reasonable steps to protect the Additional Network Equipment from loss, theft or damage;</li> <li>(d) supply a copy to EE of any rating return notice or demand received for any rates outgoings or payments in respect of EE's use of the Additional Network Equipment;</li> <li>(e) keep the structure of the Customer Premises in good and substantial repair and condition;</li> <li>(f) obtain and comply with all planning, local authority and other statutory consents necessary for the installation of the Additional Network Equipment at the Customer Premises;</li> <li>(g) execute such other documents as may be reasonably required to enable EE to provide the Additional Network Equipment and the Works to the Customer; and</li> <li>(h) without prejudice to the Customer's obligations in this clause 4.1, procure that: (i) any third party which owns or occupies the Customer Premises or any part of the Customer Premises shall not interfere or remove the Additional Network Equipment; and (ii) any such third party shall permit EE, its employees, agents, group companies or independent contractors to enter onto the Customer Premises to recover the Additional Network Equipment.</li> </ul>
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## 5. EE Obligations

5.1	EE's obligations	<p>EE shall:</p> <ul style="list-style-type: none"> <li>(a) carry out the Works in a good and safe state of repair and condition and to make good any damage caused by the Works or by such operation, maintenance, repair, renewal or replacement to the reasonable satisfaction of the Customer;</li> <li>(b) maintain public liability insurance and insurance against other third party liability in connection with any injury (including death) loss or damage to any persons or property belonging to any third party arising out of the exercise by EE, its employees, agents or independent contractors of the Rights and to provide such details of such insurance to the Customer on request;</li> <li>(c) pay any additional rates, outgoings or payments levied by reason of EE's operation of the Additional Network Equipment at the Customer Premises (except in relation to the supply of electricity); and</li> <li>(d) comply with all planning, local authority and other statutory consents granted for the installation of the Additional Network Equipment at the Customer Premises.</li> </ul>
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## 6. Term and Termination

6.1	Minimum Period	The Minimum Period for this Solution and the Installation Licence is 24 months from the date the last party signed the Statement of Requirements unless otherwise set out in the Agreement or the Contract Change Note.
6.2	Termination by EE	EE may terminate this Solution in respect of any Customer Premises and the Installation Licence on giving the Customer not less than three months' notice in writing if (in EE's reasonable opinion): (a) there is an operational reason why EE cannot use the Customer Premises for the exercise of the Rights; and/or (b) EE can provide a reasonable standard of coverage to the Customer Premises without the need for the Additional Network Equipment.
6.3	Termination by Customer	Subject to clause 6.4, the Customer may terminate this Solution in respect of any Customer Premises and the Installation Licence on giving EE at least three months' notice in writing.
6.4	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of the Additional Network Equipment Solution: (List Price Running Costs x number of months remaining in the Minimum Period for the Solution) – 5%.
6.5	Consequences of Termination	6.5.1 In addition to the provisions set out in clause 21 of the Agreement, where the Solution is terminated for any reason in respect of the Customer Premises EE will remove the Additional Network Equipment from the Customer Premises and (without prejudice to any other rights to remove the Additional network Equipment EE has under these Solution Terms) the Customer will provide such access as is reasonably necessary to the Customer Premises for that purpose upon reasonable request by EE. Either party's accrued rights or liabilities under this clause 6.5 are intended to survive the termination or expiry of this Solution or the Agreement (or any part of it);  6.5.2 Termination of the Solution and/or Installation Licence for whatever reason shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Solution and/or the Installation Licence and nor shall termination of the Solution and Installation Licence in respect of Customer Premises affect the rights and obligations the parties may have in respect of any Installation Licence relating to other Customer Premises referred to in other Statements of Requirements.
6.6	Recovery of Equipment	In the event that under these Solution terms EE is required to recover Additional Network Equipment from the Customer Premises and is unable to do so due to a reason outside of EE's reasonable control then (without prejudice to any other rights or remedies EE has against the Customer ) the Customer shall indemnify EE in full for any loss EE incurs as a result.

## 7. Liability

7.1	Limitation of Liability	Subject to clause 7.2: a. the total liability of each party under or arising in connection with the Installation Licence and these Solution Terms in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to £1,000,000; and b. neither party will be liable to the other in contract or tort (including negligence) or otherwise for: i. any loss (whether direct or indirect) of profit, business, contract, use, anticipated saving or revenue, goodwill, production, business interruption, wasted expenditure, or ii. for any indirect or consequential loss or damage whatsoever arising under or in connection with the Solution.
7.2	Exceptions	Nothing in these Solution Terms or the Installation Licence limits or excludes: a. either party's liability for death or personal injury caused by the negligence of its employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded; or b. the Customer's obligation to pay the Termination Fee referred to in clause 6.4.

## 8. Confidentiality and Data Protection



8.1	Confidentiality and Data Protection	Clauses 25 and 26 of the General Terms and Conditions apply to the provision of this Solution.
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## 9. General

9.1	Regulatory Limitations	<p>EE has Wireless Telegraphy Act licences under which it is authorised to establish, install and use radio coverage solutions, including the Additional Network Equipment. It is able to authorise the Customer to use the Additional Network Equipment under these licences. Pursuant to these Solution terms the Customer is authorised to access and use the Additional Network Equipment, but not to establish or install it. It must not be moved in any way without EE's prior written consent. As a legal matter the Additional Network Equipment will always be under EE's ultimate control and EE shall be entitled to turn it off if there is a breach of the Agreement or it is directed to do so by Ofcom. EE may, by providing the Customer with written notice, remove the Additional Network Equipment from the Customer Premises or require the Customer to return it to EE. Under its licences EE is required to ensure that any Additional Network Equipment is operated in accordance with the licences and that all users are aware of, and comply with, the relevant terms of the licences.</p> <p>The relevant terms of the licences the Customer needs to be aware of are as follows:</p> <ol style="list-style-type: none"> <li>a. The Customer acknowledges and agrees (and shall procure that its Users acknowledge and agree) that the Additional Network Equipment may only be used at the level of power installed by EE and only using the particular spectrum for which the Additional Network Equipment has been designed and which has been installed by EE. Ofcom has a right of access to the Additional Network Equipment and to ensure it is being used in accordance with the licences.</li> <li>b. Ofcom can require the Additional Network Equipment to be modified or temporarily or permanently stop its use if there is a breach of any of the licences by EE or the Additional Network Equipment or any other coverage solution of a similar type being operated under any of the licences is causing or contributing to undue interference with other radio equipment. Ofcom can also do this in times of national or local states of emergency.</li> </ol>
9.2	Running Costs	<p>9.2.1 Where the supply of Additional Network Equipment continues after the Minimum Period EE reserves the right to:</p> <ol style="list-style-type: none"> <li>a. continue to charge the customer the Running Costs set out in the Agreement or Contract Change Note; or</li> <li>b. to charge the Customer Running Costs if this cost had previously been covered by EE.</li> </ol> <p>9.2.2 The Running Costs set out in the Agreement or Contract Change Note are fixed for the Minimum Period only and may be varied in line with third party charges after this time. EE will notify the Customer of any changes to the Running Costs. If the Customer does not accept the amended Running Costs the parties may agree to terminate the provision of the Additional Network Equipment in accordance with these Solution Terms.</p> <p>9.2.3 If the Customer disconnects more than 90% of their Connections from the EE Network prior to the expiry of the Minimum Period, EE reserves the right to charge the customer the Running Costs in full for the remainder of the Minimum Period.</p>
9.3	No Minimum Spend	The Customer's Charges under this Solution will not contribute towards Customer's Minimum Spend under the Agreement.