

Solution Terms for 2G Signal Box (formerly known as Nano BTS from Orange)



1. Interpretation

1.1 This Solution is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	There is no Solution Description applicable to this Solution.
1.3	Statement of Requirements	There is no Statement of Requirements applicable to this Solution.

2. Definitions

Coverage Solution	This 2G Signal Box coverage enhancement solution(s) as described in the Initial Order or applicable Contract Change Note.
Customer Premises	The location where the Coverage Solution is to be installed as specified in the Initial Order or applicable Contract Change Note.

3. 2G Signal Box – the Solution

3.1	Service/Equipment	a. EE grants the Customer a licence to use the Coverage Solution solely to access EE's 2G electronic communications Network in accordance with these Solution Terms and only at the Customer Premises. b. The Coverage Solution is Installed Equipment and the Customer's attention is drawn in particular to the clauses of the General Terms and Conditions for Business Customers relating to Installed Equipment. c. EE is responsible for the installation, maintenance and repair of the Coverage Solution in accordance with the Agreement.
3.2	Solution Requirements	The Customer shall, at its cost, ensure a continuous supply of electricity to the Coverage Solution.
3.3	Rights and Consents	EE shall obtain all necessary planning and other statutory consents for the installation of the Coverage Solution.
3.4	Removal at Customer's request	The Customer may require removal of the Coverage Solution at any time in writing (to Everything Everywhere Ltd, Property Department, Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW) and EE shall remove the Coverage Solution as soon as reasonably practicable thereafter.

4. Customer Obligations

4.1	Damage to Coverage Solution	The Customer shall take all reasonable steps to protect the Coverage Solution and shall not cause or allow to be caused any damage to the Coverage Solution by any wilful act, neglect or default.
4.2	Vacation of Customer Premises	The Customer shall notify EE in writing (to Everything Everywhere Ltd, Property Department, Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW) of any intention on its part to vacate the Customer Premises and/or relocate to another property giving a reasonable period of notice. EE will thereafter remove the Coverage Solution and may at EE's option, and upon payment of an installation fee by the Customer, relocate it to the new property, provided that if EE does decide to relocate the Coverage Solution EE will obtain the consent of the Customer (not to be unreasonably withheld or delayed) in the form of a Contract Change Note which shall be subject to these Solution Terms.

5. Term and Termination

5.1	Conclusion of Agreement	On expiry or earlier termination of the Agreement, or of this Solution, the Customer must agree a mutually convenient date with EE to remove the Coverage Solution, such date to be within 60 days of the termination or expiry of the Agreement or these Solution Terms. If a date cannot be agreed, EE may enter onto the Customer Premises at such time as is convenient to recover the Coverage Solution.
5.2	Failure to recover Coverage Solution	If EE is unable to remove the Coverage Solution due to it being unable to gain access to the Customer Premises in question then EE shall be entitled to recover the cost of the Coverage Solution from the Customer.

6. Solution Restrictions

6.1	Restrictions	a. The Coverage Solution has a limited range and EE cannot guarantee that it will improve the quality of the service enjoyed from the EE Network through the entire Customer Premises. b. The Coverage Solution is only compatible with EE's Networks and cannot be used with other telecommunications networks.
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6.2	Emergency Calls	It may not be possible to make emergency calls on mobiles if the Coverage Solution is not turned on or if there is some other disruption such as a power outage. If an emergency call is made through the Coverage Solution, the emergency services may use the Customer Premises in order to identify where the call was made from.
6.3	Regulatory Obligations	<p>EE has Wireless Telegraphy Act licences under which it is authorised to establish, install and use radio coverage solutions, including the Coverage Solution. It is able to authorise the Customer to use the Coverage Solution under these licences. Pursuant to these Solution Terms the Customer is authorised to access and use the Coverage Solution, 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 Coverage Solution 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 (including without limitation, these Solution Terms) or if it is directed to do so by Ofcom. EE may, by providing the Customer with written notice, require the Customer to return the Coverage Solution to EE. Under its licences EE is required to ensure that any Coverage Solutions are 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 in this clause 6.3.</p> <p>The Customer acknowledges and agrees (and shall procure that its Users acknowledge and agree) that:</p> <ol style="list-style-type: none">a. The Coverage Solution may only be used at the level of power installed by EE and only using the particular spectrum for which the Coverage Solution has been designed and which has been installed by EE. Ofcom has a right of access to the Coverage Solution and to ensure it is being used in accordance with the licences.b. Ofcom can require the Coverage Solution to be modified or temporarily or permanently stop its use if there is a breach of any of the licences by EE or the Coverage Solution 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.