



1. Interpretation

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

1.2	Solution Description	The Public WiFi Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Public WiFi 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 General Terms and Conditions for Business Customers apply to this Solution except where amended below or in the Solution Description.

Approved Equipment	Either Customer Equipment or Equipment supplied by EE which is approved at the discretion of EE from time to time as suitable for use with the Solution.
Backhaul	The circuits used to get data from the Hotspot back to the Network.
Carrier Network	A Partner who provides the fixed line telecommunication network utilised by EE from time to time as part of the Solution.
Certificate of Acceptance	Written sign-off confirming acceptance of the Installation and / or Equipment.
Customer Branded Solution	A version of the Solution where the SSID is customised with the Customer's own name of choice, and the Landing Page is Customer branded in a form agreed in the Statement of Requirements.
EE Branded Solution	A version of the Solution where the SSID is branded 'EE WiFi', the and the Landing Page is fully EE Branded.
EE Installer	A person suitably qualified to complete Installation for or on behalf of EE.
EE WLAN Services	The Wireless Broadband access services as EE shall, at its sole discretion select to be provided at each Hotspot.
Hotspot	A location where the Solution is provided to the Customer through EE Equipment and / or Customer Equipment Connected over a Backhaul connection to EE's data centre. The initial locations of Hotspots are set out in the Statement of Requirements.
Initial Order	The first Customer Order set out in the Statement of Requirements.
Installation	Installing EE Equipment at Venues.
Landing Page	The web page which will be located at such IP address as EE may from time to time advise the Customer, and which will be the initial web page viewed by all Users and will offer the User the option to log on to the EE WLAN Services.
Materials	Any documents and materials supplied by EE in connection with the Solution, which may also incorporate the marks and / or logos of the Customer and EE.
Other Wireless Technologies	Any wireless communication technology which EE may integrate into the Solution, including without limitation the standards commonly known as: <ul style="list-style-type: none"> (a) WiMax; (b) 2.5G; (c) 3G; (d) UMTS; (e) GSM;



	<ul style="list-style-type: none"> (f) UWB; (g) Bluetooth; (h) LTE; (i) NFC; and other data transfer technologies.
Registration Data	Data provided by Users at the point of registration for access to the WLAN Service, including (without limitation) name, email address, and phone number.
Set Up Fees	The set up fees specified in the Statement of Requirements
SSID	Service Set Identifier, used to differentiate one WLAN from another.
Switch On	The point in time at which the relevant Hotspot is confirmed by EE as working and the EE WLAN Services being available to Users. 'Switched On' shall have a corresponding meaning.
Solution Minimum Connection Period	The minimum period for which the Customer commits to receive this Solution at each Hotspot.
Standard Support	The Standard Support Service for Large Business Customers the terms and conditions for which are set out in the EE Large Business Price Guide available on request from EE or at www.ee.co.uk/business/terms .
Venue	The premises in which one or more Hotspots are situated.
WiFi Additional Services	Any ancillary services that EE offers from time to time, for which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the Solution Description.
WiFi Commencement Date	The date as described in the Statement of Requirements.
WiFi EULA	The EE terms and conditions for use and access to Wireless Broadband available to view at the Landing Page as modified by agreement of the Parties.
Wireless Broadband	<ul style="list-style-type: none"> (a) A network conforming to the IEEE802.11(a), (b), (g), and / or (n) standards (as varied or amended from time to time) and any new wireless standard being analogous to or a development of such standards which comes into commercial use at any time during the term of this Agreement and which EE may, at its sole discretion, integrate into the Network; and / or (b) Wired or wireless IP access networks; and / or (c) Other wireless technologies; and / or (d) A combination of (a), (b), and (c); and / or (e) Such other wireless networks as EE may from time to time at its discretion integrate into the Network
WLAN	Wireless Local Access Network.

3. Public WiFi – the Solution

3.1	Service/Equipment	Subject to the terms of the Customer's Agreement with EE (including these Solution terms) and the terms set out in the WiFi EULA, EE will: <ul style="list-style-type: none"> (a) install, maintain, and support the WLAN Services at each Hotspot which is Switched On; (b) provide the Customer with access to a help desk during the service hours specified from time to time on the Landing Page to assist with problems with the Hotspot and / or the Services; (c) design and host the Landing Page; (d) take reasonable steps to ensure that the EE Installer observes regulations that affect or cover the Venue(s) including (without limitation) any health and safety and security regulations notified to EE in writing by the Customer; and (e) provide any additional services as agreed in any applicable Statement of Requirements.
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3.2	Solution Requirements	The Customer acknowledges that EE's ability to provide the Services is dependent on the availability of an acceptable Backhaul service to the Hotspot. EE will advise the Customer of Hotspot specific Backhaul requirements in the Statement of Requirements. Backhaul may be provided either by the Customer or by EE.
3.3	Service Availability	The Customer accepts that Services may fail from technical fault or otherwise from time to time. The Customer shall report any faults by telephone or electronic mail to EE's network operations centre using the telephone number and e-mail address provided from time to time by EE for such purpose. EE and/or its third parties will take steps to correct faults as soon as is reasonably possible. Any failures of the Carrier Network are out of the control of EE and EE shall take commercially reasonable endeavours to resolve the fault with the Carrier Network but such failure shall not constitute a breach by EE.
3.4	Suspension	EE may from time to time suspend or terminate the Services to any and / or all Hotspots for technical, operational or other reasons.
3.5	WiFi EULA	Access to the Services by Users shall be subject to acceptance by the User of the WiFi EULA as contained on the Landing Page. The current version of the WiFi EULA is set out in the most recent version of the Solution Description.
3.6	Branding	Where the Customer has purchased the EE Branded Solution EE may provide EE branded Materials to the Customer. The SSID, Landing Page, and WiFi EULA will be fully EE branded. The Customer may request further Materials from EE at a cost to be agreed. Non-standard material will be paid for by the Customer. Any adaptation of the Materials by the Customer must be approved in writing by EE. EE may vary the content and layout of the Materials from time to time. For the Customer Branded Solution, branding requirements will be agreed and set out in the Statement of Requirements.
3.7	Exclusivity	The Customer agrees that EE shall be the exclusive supplier of the WLAN Services for the duration of the Customer's Agreement with EE.

4. Equipment

4.1	Customer Equipment	EE will set out in the Statement of Requirements what Customer Equipment will be required for interconnection with EE Equipment for the Solution to operate.
4.2	Customer Equipment Installation	The Customer is solely responsible for the installation and connection of all Customer Equipment, and for the provision of all wiring, routers, and other equipment necessary to connect the Customer Equipment to the appropriate power and telecommunications lines.
4.3	Faulty Equipment	The Customer may reject any EE Equipment for non-conformance with the manufacturers specifications after delivery provided any such notice of rejection of is given to EE within 10 days of Delivery, after which acceptance of EE Equipment by the Customer shall be deemed to have been given. The Customer's sole remedy for any rejection of EE Equipment under this Clause (where such rejection is not disputed by EE) is the provision of replacement of rejected EE Equipment.
4.4	Hardware Upgrades	EE may, at its own discretion and expense, install upgraded equipment, Backhaul and / or other components of the Network at any time to ensure a good quality of service is provided to Users.
4.5	Health & Safety	EE will comply with any reasonable health and safety and security policies notified in advance while completing installations at the Customer premises. The Customer shall ensure that all necessary and appropriate authorities, licenses, and consents have been obtained and complied with in order to allow EE to install EE Equipment, and that any location agreed for such Installation is safe.
4.6	Acceptance Testing	Should the Customer not reject acceptance-testing within 14 days of the completion of such testing by EE, the Customer shall be deemed to have accepted the Installation and EE shall be entitled to commence Subscription Charges for the Solution.

5. Landing Page

5.1	Landing Page Variations	EE may, at any time and without liability, vary elements of the EE Branded Solution Landing Page functionality or appearance (including replacing the Landing Page with an alternative). Where the Customer Branded Solution has been purchased, EE will consult with the Customer on any changes
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		that may be required to the Landing Page.
5.2	WiFi EULA	The Landing Page contains the WiFi EULA which a User must accept as a condition precedent of the access and continued use of the EE WLAN Services. Where the Customer has purchased the EE Branded Solution, the WiFi EULA shall be EE's standard WiFi EULA as applicable from time-to-time. For the Customer Branded Solution, the Customer shall provide a suitable WiFi EULA which shall be subject to review and approval by EE.

6. Data Protection

6.1	EE Branded Solution	Where EE provides the Customer with the EE branded version of the Solution, the following terms shall apply: <ul style="list-style-type: none"> (a) Each party shall comply with its obligations under Data Protection Legislation. The Customer acknowledges that EE is the Data Controller of Users' Personal Data. (b) EE may, where permitted to do so by law, make available to the Customer anonymised and aggregated data relating to the use of the Solution by Users at the Customer's Venue(s), subject to payment to EE of any applicable additional Charges relevant at the time of the Customer's request.
6.2	Customer Branded Solution	Where EE provides the Customer with the Customer branded version of the Solution, then the following terms and conditions shall apply: <ul style="list-style-type: none"> (a) The Customer shall provide EE with a valid link to its privacy policy to be included on the Landing Page. EE shall be entitled to review and require amendments to the Customer's privacy policy prior to activation of the WLAN Service at any Venues to ensure compliance with legal and regulatory obligations. (b) The parties acknowledge that the Customer is the Data Controller of the Registration Data and EE is the sole Data Controller of all Personal Data other than Registration Data. (c) EE may, where permitted to do so by law, make anonymised and aggregated traffic data relating to the use of the Solution by Users at the Customer's Venue(s) to the Customer, subject to payment to EE of any applicable additional Charges relevant at the time of the Customer's request. (d) Where the Customer uses Registration Data or any other Personal Data for marketing or other purposes, it: <ul style="list-style-type: none"> i. must comply with all applicable Data Protection Legislation and must provide Users with the ability to opt out of receiving marketing communications from the Customer in each such communication; and ii. shall indemnify and keep indemnified EE against any loss, damage or claim that may be brought against EE in relation to the Customer's use of the Registration Data or other Personal Data.

7. Charges

7.1	Invoicing	Set Up Fees will be invoiced for on completion of the Statement of Requirements. Subscription Charges will be invoiced as set out in the General Terms and Conditions for Business Customers and shall commence from.
7.2	No Contribution to Minimum Spend	The Set Up Fees and Subscription Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation in the Agreement.



8. Customer Obligations

8.1	Customer obligations	<p>The Customer shall (and shall procure that its Users shall):</p> <ol style="list-style-type: none"> a. allow EE to control, and co-operate with EE and its third parties in all matters relating to the installation, configuration, maintenance, operation, use and marketing of the Hotspot(s), Customer Equipment, EE Equipment and/or WLAN Services; and provide EE with exclusive use of and access to the EE Equipment and Customer Equipment in each Hotspot for the period during which WLAN Services are provided to that Hotspot; b. allow EE to operate the Hotspot in a similar manner to other Hotspots in the EE network, including allowing EE to provide WLAN Services from any and all of EE's third parties as EE may, at its sole discretion, determine and upon the terms and conditions of EE's agreements with such third parties; c. if EE displays and/or uses the Customer's logo and descriptive information concerning the Customer and the Hotspots in the Materials, on the Landing Page, EE's website, and/or any information resource operated by a Partner, hereby grant to EE all permissions or licences necessary for such display and/or use, and further indemnify and keep indemnified EE against any loss, damage, or claim suffered or incurred by EE as a result of any such use; d. where necessary obtain and maintain all necessary third party permissions and/or rights to provide WLAN Services in each of the Hotspots and maintain such permissions and/or rights throughout the period of service applicable to each Hotspot; e. at its own expense provide electricity to each item of the equipment needing electricity for the operation of the Hotspot, in accordance with specifications prescribed by EE from time to time; f. not undertake or permit any modification, repair, removal, or disconnection of the EE Equipment or Customer Equipment or otherwise carry out any work on the same, and not use or permit to be used that equipment for any purpose other than the provision of the WLAN Services by EE pursuant to this Agreement; g. allow EE, upon reasonable notice and with prior agreement (which agreement shall not be unreasonably withheld or delayed) access to the Hotspots: (1) to inspect, maintain, test or remove the EE or Customer Equipment or the Hotspot (as relevant); and / or (2) to conduct quality of service measurement or other reasonable research in respect of the WLAN Services; (3) conduct staff training (as set out in the Cover Page); and (4) display and place Materials and other materials to create awareness of the Services at the Hotspot; h. except in relation to applications for the Customer's internal business purposes (including connectivity for ePos systems) which are already in use at the date of this Agreement, not enter into any agreement with any third party for the promotion or provision of any services similar to the WLAN Services without the prior written approval of EE; i. prior to Switch On and throughout the term, that WLAN Services are provided, at each Hotspot, promote the availability of WLAN Services to Users in the areas where the WLAN Services are available and communal areas (including but not limited to reception areas, and Venue entrances) of the Venue(s) using either the Materials supplied by EE or if EE has not supplied any Materials, the Customer's own marketing materials; j. allow EE to publicise, the availability of the WLAN Services; k. not to do nor to authorise any other party to do anything that does not comply with any relevant legislation regulation, or Code of practice or is in any other way unlawful, or that may damage or adversely affect EE's brand or reputation; l. indemnify EE up to the full replacement value against fire, theft, damage or vandalism to any property of EE whilst the same is sited at any Hotspot; <p>The Customer shall appoint a Customer Representative in relation to the Solution and shall notify such Customer Representative to EE in writing on or before the Service Commencement Date. Changes shall be promptly notified to EE in writing.</p>
8.2	Configuration Spreadsheet	<p>The Customer may be required to assist EE in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer's Agreement with EE.</p>

9. Term and Termination

9.1	Minimum Connection Period	<p>A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note. For the avoidance of doubt, the Minimum Connection Period in respect of each</p>
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		Hotspot will not affect the duration of Services to any other Hotspot.
9.2	Consequences of Termination	On termination of this Solution EE may require the Customer to return all Equipment that it does not have title in to EE at its own expense. Any leased line or Backhaul solution supplied by EE may also be terminated and may be subject to payment of separate Termination Charges.
9.3	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: Subscription Charges x number of months remaining in the Minimum Connection Period for the Solution.
9.4	Termination before Installation	In the event that the Customer does not wish to proceed with installation of the Solution after EE has completed desktop and on-site surveys of a Venue, the Customer may cancel the order for a Venue and in that case Early Termination charges will just be the cost of completing the surveys.

10. Technical Support

10.1	Eligibility for Support	This clause 10 only applies where the Customer is eligible for Standard Support. If the Customer meets the eligibility criteria set out in the Standard Support Solution Terms, Standard Support applies to this Solution in addition to or as amended by the terms set out below and in the Solution Description.
10.2	Contact details	Contact details for the Customer's First Line Support (as described in the Standard Support Solution Description) shall be set out in the Public WiFi Statement of Requirements and changes shall be promptly notified to EE. Contact details for EE's support teams are set out in the Standard Support Solution Description. EE will not provide technical support to End Users of the Solution.
10.3	Time to Restore Service (TTRS)	EE will use reasonable endeavours to rectify faults within the TTRS specified in the Solution Description. TTRS will be suspended while EE is awaiting the Customer's response or action, or that of a Customer supplier. EE will keep the Customer informed of any changes to the fault response timescales and TTRS ends when EE reports the WLAN Services are fully restored.
10.4	Support Charges	EE may charge the Customer on a time and materials basis (at EE's then prevailing rates) plus expenses where assistance is required to correct a fault at a Hotspot that has arisen due to the Customer's negligence or mistreatment of any equipment or Backhaul connection needed for the Hotspot to operate.

11. General Terms

11.1	Restrictions	<ol style="list-style-type: none"> Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/business/terms, do not apply to this Solution. EE reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Statement of Requirements, or where the Customer refusing to accept a scheduled site visit is the cause of an installation not being completed within the allotted time.
11.2	Emergency Calls	Emergency services cannot be accessed using the WLAN Services and EE accepts no responsibility whatsoever for the handling of emergency calls. In the event that the emergency services number (112 or 999) is dialed with the IA Code, a recorded message will be played directing the user to re-dial without dialing the IA Code.
11.3	Regulatory Obligations	<p>Where the Customer has provided its own Backhaul solution, the Customer warrants that its supplier blocks access to the URLs contained on the Child Abuse Images List (CAIC) as supplied by the Internet Watch Foundation ("IWF") on a daily basis.</p> <p>EE will provide categorisation based content filtering of 18 content as standard.</p> <p>Where the Customer has purchased the Customer Branded Solution, categories of filtered content may be customized and will be captured in the Statement of Requirements. Where content filtering is customized, the Customer shall indemnify and keep indemnified EE in full and on demand for any claims, losses, or damages incurred or suffered by EE (including any legal costs) as a result of the Customer's choice of content filtering settings.</p>



11.4	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.
11.5	IPR	Configuration and design of the WLAN Network remains property of EE at all times. EE reserves the right to reset the WLAN Network to its default settings on termination.