



## 1. Interpretation

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

1.2	Solution Description	The Rapid Site Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Rapid Site 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.

2.1	Customer Site	means the property, and the curtilage of that property the address of which is detailed in the Statement of Requirements or the Connected Business Order Form.
2.2	Minimum Connection Period	means as defined in clause 7.1 below.
2.3	Rapid Site Equipment	Means a business grade 4G WIFI router, antenna and cabling and any other ancillary equipment as specified in the Statement of Requirements.

## 3. Rapid Site – the Solution

3.1	Service/Equipment	Subject to the terms of the Customer's Agreement with EE (including these Solution Terms) EE will: <ul style="list-style-type: none"> <li>(a) install, maintain and support the Rapid Site Equipment;</li> <li>(b) provide the Customer with access to a helpdesk 24/7 365 days of the year;</li> <li>(c) hold and deploy additional Rapid Site Equipment;</li> <li>(d) remotely monitor the Rapid Site Equipment and report on any performance issues; and</li> <li>(e) provide Customer access to an online portal.</li> </ul>
3.2	Risk and Title	All risks in the Rapid Site Equipment pass to the Customer on delivery. Title and property in Rapid Site Equipment shall remain vested in EE or the appropriate third party and the Customer is hereby granted a licence to use any Rapid Site Equipment only for accessing the Services during the term of this Agreement.

## 4. Charges

4.1	Site set-up Charge	There will be a one off charge per Customer Site based on the Customer's requirements. Site Set Up Charges will be invoiced on completion of each site set-up.
4.2	Monthly Equipment and Service Charge	Monthly Charges will be invoiced monthly in advance and shall commence from the point the Router is activated on each Customer Site.
4.2	No Contribution to Minimum Spend	The Site Set Up Charges and Monthly Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation unless stated otherwise in the Customer's Agreement.
4.4	Additional Charges	Additional charges may apply as set out in the Solution Description. These charges will be added to the monthly invoice.

## 5. Customer Obligations

5.1	Customer obligations	The Customer shall: <ul style="list-style-type: none"> <li>(a) allow EE access to the Customer Site as is reasonably necessary to install, operate, maintain, repair, renew, upgrade, add, alter, remove and replace the Rapid Site Equipment on the Customer Site provided that all such persons comply with such reasonable security and safety</li> </ul>
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		procedures as are required by the Customer;
		(b) at its own expense provide electricity to each item of the Rapid Site Equipment needing electricity, in accordance with specifications prescribed by EE from time to time.
		(c) not interfere with or move the Rapid Site Equipment;
		(d) take all reasonable steps to protect the Rapid Site Equipment from loss, theft or damage;
		(e) without prejudice to the Customer's obligations in this clause 5.1 procure that: (i) any third party which owns or occupies the Customer Site or any part of the Customer Site shall not interfere or remove the Rapid Site Equipment; and (ii) any such third party shall permit EE, its employees, agents, group companies or independent contractors to enter onto the Customer Site to recover the Rapid Site Equipment; and
		(f) ensure that a representative is on Customer Site during any installation or decommission to provide sign off.

## 6. Recovery of Rapid Site Equipment

6.1	Individual Decommission	Site	If the Customer no longer requires the Solution at a Customer Site then it must give EE a minimum of 48 hours' notice to retrieve any Rapid Site Equipment.
6.2	Full Decommission	Site	If the Customer no longer requires the Solution at any of its Sites it shall notify EE in accordance with 7.2 (Termination).
6.3	Indemnity		In the event that under these Solution terms EE is required to recover Rapid Site 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. Term and Termination

7.1	Minimum Connection Period		A Minimum Connection Period applies to this Solution as set out in the Commercial Terms or applicable Contract Change Note. The Minimum Connection Period is per Customer Site and commences upon completion of installation at that site.
7.2	Termination		Subject to clause 7.4 the Customer can terminate the Solution by giving EE 30 days written notice.
7.3	Consequences of Termination		On termination of this Solution EE may require the Customer to return all Rapid Site Equipment that it does not have title in to EE at its own expense. Any Rapid Site Equipment that is not returned, or if in EE's reasonable opinion is not returned in good working order, EE reserves the right to charge the Customer List Price for any such Equipment.
7.4	Termination Charges		Customer shall pay EE the following Termination Charges (excluding VAT and on which VAT is not applicable) in accordance with the Agreement upon early termination of this Solution: Monthly Equipment and Service Charge x number of months remaining in the Minimum Connection Period for each Customer Site) – 5%.

## 8. Technical Support

8.1	Target Response Time (TRT)		EE will use reasonable endeavors to rectify faults within the TRT specified in the Service Level Agreement set out in the Solution Description. TRT 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 TRT ends when EE reports the Services are fully restored.
8.2	Contact details		Contact details for the Customer's First Line Support are set out in the Rapid Site Solution Description.

## 9. Confidentiality and Data Protection

9.1	Confidentiality and Data Protection		Clauses 25 and 26 of the Agreement apply to the Rapid Site Solution.
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## 10. General Terms



10.1	Restrictions	Insurance propositions sold by or provided on behalf of EE, as described at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a> , do not apply to this Solution.
10.2	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.