

Document title	Site Access and Site Accreditation Supplemental Terms		
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Site Access and Site Accreditation Supplemental Terms

Document Manager	Hollie Eade, Service Manager, Service Assurance
Final Approver	Matthew Smith, Head of Service Assurance

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1. Who do these terms apply to?

- 1.1. These terms apply to parties who do not have an existing customer or supplier agreement in place with Cellnex UK covering site access and accreditation (such as a site sharing licence or master site share agreement) but who access Cellnex UK sites or require accreditation via Cellnex UK's accreditation process. For the avoidance of doubt if you have an existing agreement covering site access and accreditation your accreditation and access to Cellnex UK sites will be governed by that agreement and these terms will not apply.
- 1.2. For the purposes of these terms, Cellnex UK is the "Supplier" of Site Access and Site Accreditation services (the "Services") and the party accessing the Cellnex UK site is the "Customer" and recipient of the Services.
- 1.3. The Supplier shall be, as applicable, the relevant Cellnex UK entity providing the site, including but not limited to: On Tower UK Limited (03196207), Cellnex Connectivity Solutions Limited (04134381), Towerlink UK Limited (13499285) or Cignal Infrastructure UK Limited (12985914).

2. Fees, payment terms and invoicing

- 2.1. In consideration of the provision of the Services, the Customer shall pay the Fees.
- 2.2. The Fees are set out in the Site Access Policy and subject to an annual review and uplift in line with RPI or as otherwise reasonably required to reflect increases in the Supplier's costs, changes in the Supplier's business model or to bring Fees in line with market standard rates. Any changes to the Fees will be communicated via an update to the Site Access Policy.
- 2.3. The Supplier may invoice for the Services at any time following provision of the Services.
- 2.4. The Customer shall pay each invoice submitted to it within 30 days of the date of the invoice to the Supplier's nominated bank account.
- 2.5. All sums payable to the Supplier under these terms:
 - 2.5.1. are exclusive of VAT and the Customer shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 2.5.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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- 2.6. Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier any sum due under these terms by the due date, the Supplier may charge interest on any overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of actual payment.

3. Conduct on site

- 3.1. All persons accessing Cellnex sites must comply with Cellnex UK's Code of Practice as it is amended from time to time, including for the avoidance of doubt the Cellnex UK Site Access Policy therein (the "Site Access Policy") and these terms are subject to all documents forming part of the Code of Practice, the latest versions of which are available here: [Cellnex Code of Practice | Cellnex UK](#).
- 3.2. If there is any conflict between these terms, the Site Access Policy and the other documents forming part of the Code of Practice, they will prevail in that order.
- 3.3. Any breaches of the Site Access Policy shall be dealt with in accordance with paragraph 8 therein but in parallel to the Site Access Breach Management Process and without prejudice to the same, if:
- 3.3.1. any Fees are overdue and have not been settled in full and clear funds within 14 days of the Supplier notifying the Customer that the amount is overdue; or
- 3.3.2. any persons employed, engaged by or acting on behalf of the Customer do not comply with Cellnex's Access Policy and the Supplier, acting reasonably, believes that such conduct presents a danger to property, life or is likely to result in an adverse reputational impact on the Supplier,
- then the Supplier may, without any liability to the Customer, either temporarily or permanently, refuse or suspend access to a site with immediate effect upon notice to the Customer.

4. General

- 4.1. Variation – the Supplier may update these terms from time to time by written notice to the Customer save that changes to the Fees however shall be communicated as set out in clause 2.2 above.
- 4.2. Waiver – a waiver of any right or remedy under these terms or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

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- 4.3. Assignment and other dealings - the Customer shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms without the prior written consent of the Supplier.
- 4.4. Severance - if any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of these terms.
- 4.5. Entire Agreement – these terms constitute the entire agreement between the parties and supersede and extinguish all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt, any terms set out on the Customer’s purchase order or in any correspondence from the Customer will be of no effect and shall not operate to supersede or invalidate these terms in any way.
- 4.6. Governing Law and Jurisdiction - these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

5. Change Control

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