

## **RESPONSES FROM AIRWAVE SOLUTIONS LIMITED**

### **Annex 6 Draft Standard Terms**

**Rights of the Operator** - in order to ensure there is no ambiguity as to what can be done in relation to the Apparatus, in **2.1(c)**, the words "add to" and "remove" need to be included. Furthermore, at **2.1(e)** the inclusion of the following words is required - "addition or removal." **2.1(g)** allows the Apparatus to be connected to a power supply but there is also a requirement to connect to communications systems.

**Operator's Obligations** - **4.1(a)** as drafted the clause provides for seven days notice for all but emergency work. Historically the operators on a number of sites have not had to provide notice so why change this? The access provisions which would be detailed under schedule 3 (as currently drafted) would provide for the working arrangements and very often access is required at relatively short notice for works which may be programmed but fall outside of an emergency situation. Could this clause be re-worded as follows: *"save in the event of an emergency or those arrangements detailed in schedule (3) give the Grantor not less than one days prior notice ((which maybe by electronic or verbal communication) of its intention to enter the land."* **4.1(j)** - the liability should only be linked to the *direct* exercise by the Operator of the rights granted and not an open exercise of rights.

**Grantor's Obligations** - **5.1(c)** - the grantor must if in possession of information as to the interruption to a power supply provide more than reasonable notice as reasonable is not defined. In order for an operator to deploy a backup system, unless it is an emergency, there is usually notification that power is to be interrupted at least 5 days prior to the work commencing if not more. Therefore, this clause should read *"give a minimum of 5 days notice (electronically or written) to the Operator of any action that it intends to take or becomes aware of that would or might effect the continuous operation of the Apparatus, including (but not limited to) causing an interruption to any power supply to which the Apparatus is connected."*

Both the Operators and Grantors Obligations as detailed above would impact the emergency services networks. With critical timescales it is expected that on the ESN sites, the requirement for notice is reduced to an absolute minimum of

**Indemnity for third party claims** - 8.1 - again this clause should contain the word "direct" as follows: *"...arising as a result of any direct act or omission by the Operator....."*

### **Comment regarding the position of financial considerations:**

It is an unreasonable approach for a landlord to prevent access to a site especially one which is serving the emergency services network (ESN) when trying to force the hand of the operator to agree to unreasonable terms. This could be regarded as being held to ransom and is not acceptable. It is important to ensure that access to the ESN sites (whichever operator these sit with) is maintained without denial of access or additional costs at whatever the stage of negotiation.