**STATUTORY NOTICE**

**BRINGING AN AGREEMENT UNDER THE ELECTRONIC**

**COMMUNICATIONS CODE TO AN END**

**Paragraph 31(1) of Part 5 of Schedule 3A of the Communications Act 2003**

1. This is a statutory notice pursuant to paragraph 31(1) of the electronic communications code, set out in Schedule 3A to the Communications Act 2003 (the “**Code**”).[[1]](#footnote-1) **[see note (a)]**
2. [*I / We*] [*Insert name*] [*am/are*] currently party to an agreement under Part 2 of the Code with you, [*Name of Code operator*] (the “**Agreement**”). Under the Agreement, [*I/we*] agreed to confer or be otherwise bound by a number of Code rights in order to facilitate the deployment by you of your electronic communications network and/or infrastructure system. These code rights relate to land occupied by [*me/us*] at [*Insert address*].
3. The purpose of this notice is to inform you that [*I/we*] would like to bring the Agreement to an end.

1. [*I/we*] propose that the Agreement be brought to an end on [*Insert date***].[see note (b)]**
2. [*I/we*] propose that the Agreement be brought to an end: **[see note (c)]**
   1. [*as a result of substantial breaches by you of your obligations under the Agreement*;]
   2. [*because of persistent delays by you in making payments to [me/us] under the Agreement*;]
   3. [*because* [*I/we*] *intend to redevelop all or part of the land to which the Agreement relates, or any neighbouring land, and could not reasonably do so unless the Agreement comes to an end*;]
   4. [*because you are not entitled to the Agreement because the test under paragraph 21 of the Code for the imposition of the Agreement on [me/us] is not met*.]
3. In accordance with paragraph 32 of the Code, the Agreement should come to an end on the terms set out in this notice unless:
   1. within the period of three months beginning with the day on which the notice is given, you give [*me/us*] a counter-notice in accordance with paragraph 32(3) of the Code; and
   2. within the period of three months beginning with the day on which the counter-notice is given, you apply to the court for an order under paragraph 34 of the Code.

[*Insert date of Notice*]

*NOTES FOR COMPLETING THIS NOTICE*

*You may wish to obtain independent legal advice before completing this notice.*

1. *This notice should be* ***delivered by hand*** *or sent by* ***registered post*** *or* ***recorded delivery*** *to the operator at:*

* *the address for service that the operator has given to you for the purposes of the Code; or*
* *if no such address has been given to you, at the address given by section 394 of the Communications Act 2003 (available online at* [*www.legislation.gov.uk*](http://www.legislation.gov.uk)*).*

1. *Paragraph 31(3) of the Code provides that the date on which the Agreement is proposed to come to an end must fall:*

* *after the end of the period of 18 months beginning with the day on which this notice is given to the operator;* ***and***
* *after the time at which, apart from paragraph 30 of the Code, the code right(s) to which the Agreement relates would have ceased to be exercisable or to bind you or at a time when, apart from that paragraph, the Agreement could have been brought to an end by you*.

*For the purposes of the first bullet point, the period of 18 months should not be calculated from the date of this notice, but from the date on which it is* ***given*** *to the operator. If the notice is sent by post, it will be deemed to have been given to the operator at the time at which it would be delivered in the ordinary course of post.*

*In accordance with the second bullet point, one of the following conditions must apply on the date on which you propose the Agreement should come to an end: (i) the code right(s) to which the Agreement relates are no longer exercisable or no longer bind you (e.g. because the term of the Agreement has expired)* ***or*** *(ii) you are able to bring the Agreement to an end (e.g. by giving notice to terminate under the Agreement). The effect of paragraph 30 of the Code should be disregarded in considering whether condition (i) or (ii) applies (paragraph 30 provides for the continuation of the Agreement notwithstanding that, under its terms, the code right(s) are no longer exercisable or no longer bind you, or that you may bring the Agreement to an end).*

1. *The effect of paragraph 31(4) of the Code is that the Agreement may only be brought to an end if one of the grounds set out in a. to d. applies. Please delete as appropriate to state the ground on which you propose to end the Agreement.*

1. A copy of the Communications Act 2003 is available online at [www.legislation.gov.uk](http://www.legislation.gov.uk). [↑](#footnote-ref-1)