

Consultation questions

Code of Practice

1. Do you have any comments in relation to the scope or drafting of the Code of Practice as set out in Annexes 4 and 5?

4.15 – 4.17 – We believe this section requires strengthening to encourage landowners to seek professional advice in order to ensure both parties are entering into the agreement with full knowledge and understanding of the implications. We would also urge code operators to meet reasonable professional costs incurred by the site provider in agreeing the contract. This is common practice for other utilities and not only does it assist in securing a professional agreement but it also sets the relationship between the site provider and utilities company off on a good standing.

4.22 The reference to ‘a period of around 7 days’ is rather weak and we suggest it is amended to ‘a period of no less than seven days.’

4.23 The phrasing of this section could be simplified to make it easier to understand.

4.27 We recommend a plan is required for even the simplest proposals. A plan makes it very clear what is being agreed.

4.32 It is important to include the contractors contact details as well as their name.

In the final bullet point it is suggested reference is made to reinstatement commitments. For example, “Procedures for safeguarding the Landowner’s property, including reinstatement measures where damage occurs.”

4.38 We recommend, ‘where necessary’ is strengthened. It is vitally important to landowner’s core business activities that matters relating to access are agreed in advance so there is a clear understanding of expectations by both parties.

4.39 In case of urgent access being required site providers would appreciate an attempt to contact them before access being taken rather than just after the event to explain when and why access was required. This may have been the intention of this paragraph but we do not feel it is clear.

4.41 It is vitally important that the land owner is also provided with the contact details of any third party with access rights as well as their names.

4.42 We suggest ‘in reasonable time’ is added to the end of this paragraph.

4.45 A more general reference to biosecurity would be preferred. Vehicles and people moving between sites should be aware of the risks and consequences and take action to reduce the risks.

4.48 The date for removing or making apparatus safe should be reasonable and negotiable rather than simply set by the operator. Making apparatus safe is not adequate action if the landowner specifically requests it to be removed. Provision must also be made for third party apparatus.

4.50 The second sentence should be removed. Both parties must have adequate time to consider changes.

4.52 An applicable planning consent comes well after a genuine intention to redevelop and should therefore not be noted as appropriate evidence.

4.54 We believe the word 'viable' should be amended to 'reasonable'.

Standard terms

2. Do you have any comments on the scope or drafting of the standard terms, as set out in Annex 6?

It must be made very clear that these standard terms are open to negotiation and amendment in order to meet individual situations.

A provision of a rent review clause must be made. This would be appropriately placed under clause 3.

Clause 10. The notice period must be made much clearer than is currently presented.

Template notices

3. Do you agree that Ofcom has identified all of the notices it is required to prepare under paragraph 89 of the New Code?

4. Do you have any comments on the scope or drafting of these notices as set out in Annex 7?