

Template Notices resulting from Telecommunications Infrastructure (Leasehold Property) Act 2021 amendments to the Code

STATEMENT:

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1. Overview

The Electronic Communications Code (the Code) confers certain rights on operators to whom it has been applied (Code Operators) to install and maintain electronic communications apparatus on public land. In addition, a Code Operator may apply for a court order to install and maintain apparatus on private land, if it has been unable to reach agreement with the landowner.

New legislation introduced in March 2021 under the Telecommunications Infrastructure (Leasehold Property) Act 2021 (the Act) expands on these rights to enable Code Operators to gain access to multi-dwelling units (MDUs) to install, upgrade or maintain their equipment where the tenant in occupation has requested an electronic communications service but the landlord has repeatedly failed to respond to the operator's requests for access. Part 4A of the Code requires the use of additional template notices for use by Code Operators when notifying landowners about their intention to exercise this new right to access to the landlord's property.

Ofcom is required to prepare and publish template notices which must or may (depending on the circumstances) be used by operators and landowners or occupiers under the Code when they seek to exercise Code rights. In October 2022, we published a consultation (the October Consultation) that sought views from operators and all other interested parties, on the form of two new draft template notices required under the new provisions in Part 4A.¹ We also used the consultation to invite comments on amending an existing template notice prescribed under paragraph 20(2) of the Code (notice seeking agreement to the conferral of rights) reflect the new process under Part 4A for Code Operators to gain access to land connected to leased premises.

Our decision

Having carefully considered stakeholder responses to the October Consultation, we have decided not to make any substantive changes to the proposed template notices. However, we have decided to add an additional annex to the two new template notices to ensure Code Operators provide all of the information required under the regulations. This statement sets out the reasons for our decision and the final notices are now appended to this statement and have also been published on the Code Template section of the Ofcom website.²

¹ Electronic Communications Code: *Proposed Template Notices resulting from Telecommunications Infrastructure (LeaseholdProperty) Act 2021 amendments to the Code. October 2022.* https://www.ofcom.org.uk/_data/assets/pdf_file/0022/246181/consultation-proposed-changes-to-standard-notices.pdf
² <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/policy/electronic-code/notices>

2. Introduction

Background

- 2.1 The Code confers rights on certain providers of electronic communications networks and systems of infrastructure (designated by Ofcom as ‘Code Operators’) to, amongst other things, install and maintain electronic communications apparatus (including masts, exchanges, cabinets and cables) on, under and over land and results in considerably simplified planning procedures. The Code also enables Code Operators to gain access to land to maintain or operate apparatus.
- 2.2 The Code only has effect in the case of a person to whom it is applied by a Direction given by Ofcom (or, in the case of the Secretary of State or any Northern Ireland department, where the Secretary of State or that department is providing or proposing to provide an electronic communications network). The exercise of rights under the Code is subject to conditions and restrictions imposed under regulations made by the Secretary of State.³ Ofcom has an enforcement role over compliance by Code Operators with any requirement imposed under the regulations.
- 2.3 In the event that agreement cannot be reached with the owner or occupier of private land, the Code allows an operator to apply to the Court to impose an agreement which confers the Code right being sought or for the Code right to bind the landowner or occupier; and claim compensation from a local authority in circumstances where that local authority has obstructed access to electronic communications apparatus in certain stipulated circumstances.
- 2.4 The Code was originally enacted in 1984 to regulate the provision of landline telephony under Schedule 2 of the Telecommunications Act. It was later amended by Schedule 3 of the Communications Act 2003, to enable it to support the infrastructure which delivers broadband, mobile internet, and cable TV.
- 2.5 The Code was subject to changes in 2017 by the Digital Economy Act 2017 (DEA), to speed up the roll out of communications apparatus. Amongst other things, the DEA included provisions to remove the previous Code set out in Schedule 2 of the Telecommunications Act 1984 and replace it with a new Code. The new Code introduced a range of measures to make it easier for Code Operators to roll out electronic communications apparatus. For example, significant changes were made to the way land is valued and an automatic right for Code Operators to upgrade and share their telecommunications apparatus.
- 2.6 As a result of the changes made in 2017, the Code now includes obligations on Ofcom to publish:

³ [The Electronic Communications Code \(Conditions and Restrictions\) Regulations 2003 \(legislation.gov.uk\)](https://www.legislation.gov.uk)

- a) a Code of Practice to accompany the Code which was intended, among other things, to regulate the process for negotiations between Code Operators and landowners;⁴
 - b) a number of template notices which may, or must (depending on the circumstances) be used by Code Operators and landowners/occupiers; and
 - c) standard terms which may (but need not) be used by Code Operators and landowners/occupiers when negotiating agreements to confer Code rights.
- 2.7 Ofcom published a final version of these documents in December 2017, following a consultation exercise.⁵ We intend to undertake a review of aspects of the Code of Practice as a result of representations from a range of stakeholders and in line with our commitment to undertake such a periodic review⁶. We plan to consult on this review later in 2023.

The Telecommunications Infrastructure (Leasehold Property) Act 2021

- 2.8 In 2021, the Telecommunications Infrastructure (Leasehold Property) Act 2021 (the Act) was passed.⁷ The aim of the Act is to encourage landowners to respond to requests for access issued by Code Operators. The Act inserts a new Part 4A into the Code which provides a process for Code Operators to gain access where a landowner repeatedly fails to respond to the Code Operator's notice under a paragraph 20(2) of the Code seeking agreement to the conferral of rights. These access rights are intended to facilitate the delivery of an electronic communications service where this has been requested by a lessee in occupation, as operators are unable to deploy their services without first obtaining permission, either from the landowner or a court, to install their equipment. The Act applies to multi-dwelling buildings - such as blocks of flats or apartments.⁸ Where applicable, Code Operators can make an application under Part 4A to the First-tier Tribunal in England and Wales or the Sheriff court in Scotland to acquire time-limited Code rights to access the property, assuming they meet the conditions set out in the Act. These conditions include the issuing of notices to the landowner over a set period and providing sufficient time between those notices to ensure the landowner can respond.
- 2.9 To facilitate this new process, the Act requires Code Operators to give additional notices before they can apply to the Court for an order under Part 4A.⁹ As explained below, it is Ofcom's responsibility to prepare and publish these new template notices on the Ofcom

⁴ The Code of Practice deals with matters such as what information Code Operators should provide to property owners, how negotiations should be conducted and how Code Operators should manage the various stages of the process.

⁵ <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/policy/electronic-communications-code/private-land-access-code-of-practice>

⁶ See sections 1.5 and 2.33 at https://www.ofcom.org.uk/data/assets/pdf_file/0027/108792/ECC-Statement.pdf

⁷ See: <https://www.legislation.gov.uk/ukpga/2021/7/section/1/enacted>. Regulations to implement the Act will be laid before Parliament in due course and once passed, the new process will take effect.

⁸ Under paragraph 27(l) 1 of the Act "multiple dwelling building" means a building which contains two or more sets of premises which are used as, or intended to be used as, a separate dwelling.

⁹ Paragraph 27C of the Code sets out the requirements for two warning notices and a final notice, as well as the prescribed form to be used.

website.¹⁰ The purpose of the October Consultation was to provide interested parties with the opportunity, in accordance with paragraphs 90(3) of the Code, to comment on Ofcom’s proposed template notices.

- 2.10 As mentioned above, the new process in Part 4A follows where a Code Operator has given a notice under paragraph 20(2) of the Code (notice seeking agreement to the conferral of rights) and the landowner has repeatedly failed to respond. This notice is referred to in Part 4A as a “request notice”. In order to reflect elements of the new process under Part 4A, our consultation identified various consequential changes that we considered necessary to make to the request notice. As we explained in the consultation, Ofcom is not required to consult operators and other interested parties before amending or replacing a template notice. However, we considered it appropriate to take the opportunity to invite stakeholders to comment on the proposed changes.

Ofcom’s responsibilities under the Act

Draft template notices

- 2.11 Code Operators are required to follow a prescribed process before they can apply to a court to access a landowner’s property. This includes the sending of notices by the Code Operator to the landowner to notify them of their request to access the land and outlines what their next steps are.
- 2.12 Paragraph 90(1) of the Code provides that, where a provision “requires a notice to be given”, Ofcom must prescribe the form of that notice.
- 2.13 Where the form of a notice is prescribed by Ofcom, paragraphs 88(2) and 89(2) of the Code require that, to be valid, notices given by Code Operators, and certain notices given by other parties, must be in the prescribed form.¹¹
- 2.14 In order that Code Operators can exercise rights provided under the Act, we have prepared two new template notices (“warning notice” and “final notice”) for use between Code Operators and landowners. We explain these notices and their use under Part 4A in more detail below.

Request Notice

- 2.15 The Code refers to the “request notice” at paragraph 27B(1)(d). This is a notice already required under paragraph 20(2) of the Code. The Code Operator is required to use this template notice to notify the landowner in writing of their plans. This must include details of the Code Operator’s rights under the Code, the terms of the agreement that the Code

¹⁰ Paragraph 90 of the Code provides that Ofcom must “prescribe the form of a notice to be given under each provision of this code that requires a notice to be given”.

¹¹ Paragraphs 89(5) and (6) of the Code envisage that certain other notices may be given in a form other than that prescribed by Ofcom (subject to the party giving the notice bearing the other party’s resulting costs, if any).

Operator is seeking and a statement that explains that the Code the operator seeks the landowner's agreement to those terms.

- 2.16 As explained above, we made consequential amendments to the "Request Notice" in light of the new Part 4A process. In particular, to clarify the effect of not responding where the notice requests Code rights in relation to land connected to leased premises. We also updated the supplemental "Notes" ,or guidance, at the end of the notice to explain the Part 4A process.

Warning Notice

- 2.17 The Code refers to a "warning notice" at paragraph 27C(2). Before applying to a court to request a Part 4A order, the Code Operator must first send two warning notices and one final notice to the landowner.
- 2.18 The warning notice(s) must:
- a) Include a copy of the request notice;
 - b) state whether it is the first or second of three notices that, unless the required grantor responds to the operator, will allow the operator to apply for a Part 4A order; and
 - c) explain the effect of a Part 4A order.
- 2.19 The first warning notice may only be given after the end of the period of seven days beginning with the day on which the request notice was given.
- 2.20 The second warning notice may only be given after the end of the period of seven days beginning with the day on which the first one was given.

Final Notice

- 2.21 The Act refers to a "final notice" at paragraph 27C(5). The "final notice" is a notice in writing which:
- a) includes a copy of the request notice,
 - b) states that unless the required grantor responds to the operator before the end of the period of 14 days beginning with the day on which the final notice is given, the operator intends to apply for a Part 4A order, and
 - c) explains the effect of a Part 4A order.
- 2.22 A final notice may only be given within the 'permitted period', which:
- a) begins immediately after the end of whichever of the following ends last:
 - i) the period of seven days beginning with the day on which the second warning notice was given;
 - ii) the period of 28 days beginning with the day on which the request notice was given; and

- b) ends at the end of the period of 28 days beginning with the day on which the second warning notice was given.

3. Stakeholders' comments on the draft template notices and Ofcom's response

Introduction

- 3.1 In the October Consultation we asked for any comments on the drafting of the two new template notices or on the proposed changes to the request notice.¹² Below, we discuss the points raised by stakeholders, and provide our responses. The final template notices are published alongside at the end of this document but also on Template Notice section of the Ofcom website.¹³
- 3.2 We received a total of seven responses from stakeholders, ranging from suggestions on how the notices should be served to detailed comments on the notice templates. In considering stakeholders' comments, we have, in particular, assessed whether the drafting of the respective notices substantively meets the requirements of the relevant Code provisions under which they are given and the respective rights and obligations are clearly set out for both parties. Where we have decided this is the case, we have, in general, refrained from incorporating alternative or additional drafting proposed by stakeholders unless we considered that further clarity was required.
- 3.3 We have structured this section around the themes that were raised on all three notice templates included in the October Consultation. This has been done to reflect the fact that respondents tended to provide views that related to all three draft templates notices at the same time, rather than provide separate views on each of respective notices. Where respondents have made comments on specific notices, we make this clear.

Stakeholder comments on the draft template notices, and Ofcom's response

Comments on the preparations for serving the proposed template notices

- 3.4 Clarke Willmott LLP stated that the new warning and final template notices make no provision for the name or address of the recipient to be included. They suggest this means that they will require a covering letter which is unhelpful as one may become detached from the other or the notice may be omitted but the letter sent or vice versa. If the

¹² The alternative wording in paragraph 4 of the proposed final 'Warning' notice has been corrected to clarify that the second warning notice will be issued in the event that the request notice and first warning notice have not been responded to. Further, the proposed 'Final' notice, appended to the October Consultation, included an additional annex in error. This is not required by paragraph 27C(5) of the Code. This was not raised by any of the stakeholder responses. The 'Final' template notice we are publishing will not include this annex.

¹³ <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/policy/electronic-code/notices>

warning and final notice is sent to an address which is the registered office of a number of companies (which is not unusual) the recipient may not receive it.

- 3.5 Clarke Willmott LLP also stated that the absence of any provision for how the warning and final notices are served on the landowner is unsatisfactory. They cited instances when the notices might be sent but not received by the intended recipient (e.g. left at the address of the person requesting a service but not necessarily the location where the landlord/owner will receive it). They argue that, given the implications of a landowner not responding to a warning and final notice (i.e. applications made to a court), the operator must be required to ensure that steps are taken to send the notices to the correct address for the landowner.
- 3.6 Hugh James Solicitors had a similar concern about how the request notice is served. They requested it include an additional opening paragraph to verify that the Code Operator has undertaken proper due diligence on who the correct recipient is for the purposes of serving the request notice.
- 3.7 Hugh James Solicitors suggested that some additional wording is added to Clause 14 of the warning notices and Clause 13 of the final notice to remind the Code Operator that there is also an option for the recipient to confirm they are not the correct person for the purposes of receiving this notice. They suggest this could reduce the risk of undue litigation.

Ofcom's response

- 3.8 In regard to the first Clarke Willmott LLP comment above, we would like to clarify that both of the two new template notices already include an existing provision for the name of the recipient at paragraph 2 of both templates.
- 3.9 We consider that most of these comments relate to the arrangements that Code Operators must follow when serving notices under the Code e.g. how they are sent; who they are sent to; and how the notices should be addressed. The relevant requirements here are already detailed under paragraph 91 of the Code.¹⁴ Consequently, we have decided it is not necessary to make these general changes to the notices.
- 3.10 It is the responsibility of Code Operators to consider the requirements set out in paragraph 91 of the Code when serving notices referred to in Part 4A of the Code.
- 3.11 Since publishing the draft warning and final template notices, we have concluded that it would be helpful to add a further annex to both notices. This additional annex is designed to ensure that operators append the request notice to all warning and final notices, as required under the paragraph 27C(2) and 27C(5) of the Code.
- 3.12 The request notice has been in use for several years now, and it is apparent from the responses to the October Consultation that stakeholders have some specific views on how this template notice could be improved. For example, Hugh James Solicitors suggested an

¹⁴ <https://www.legislation.gov.uk/ukpga/2003/21/schedule/3A>

additional amendment so the recipient of the request can object to the notice on the grounds they are not the correct person.

- 3.13 When the existing set of templates was first published, including the request notice, we explained in the accompanying Statement, that we would let the template notices bed down and see how they work in practice ahead of making any further changes to them:

"we believe it would be more appropriate to allow stakeholders to use the notices and then, depending on their experience of using them, it may be prudent for Ofcom to review them, if necessary after an appropriate period, to consider their effectiveness. The final template notices are published alongside this document. As we said earlier, we would envisage working with relevant parties in carrying out this exercise if we proceeded to do so".¹⁵

- 3.14 Whilst we could introduce changes to the request notice now, we consider that some of the suggested template changes noted in responses to the October Consultation could have wider application to other template notices required under the regulations. We have therefore decided to consider any further changes to the templates in general, and as part of a wider review of the Code later in 2023.

Comments on definitions used in the notices

- 3.15 [X] stated that all of the notices included in the October Consultation need clearer language around the terminology of leased and connected premises. They felt that such clarity would benefit the recipient of the notice.
- 3.16 [X] asked that the request notice include an explanation on why operators want the right of access to a property and what gives operators the right to use Part 4A. They suggested this could encourage landowners to agree to suggested terms rather than opt for the tribunal route. They also suggested that further clarity may be needed if the request notice is used when applying for rights as a freeholder when they already have existing rights.
- 3.17 Clarke Willmott LLP stated that the definition of 'Land' in the request notice should be more precise. In particular, it should include detail on where the operator would place any apparatus rather than just at a postal address. They suggested landowners may be more likely to reject requests for access if the request notice lacks detail.

Ofcom's response

- 3.18 Ofcom have prepared the template notices in line with the requirements outlined in paragraph 90(1) of the Code. In the revisions we proposed the "request" notice and preparing the draft "warning" and "final" notices annexed to the October Consultation, we considered the respective requirements prescribed at paragraphs 20(2), 27C(2) and 27C(5) of the Code. Our approach has been to follow the content requirements and definitions set out in the Code as closely as possible. We do not consider it appropriate to place any additional requirements on any of the parties that are not required under the Code, or to

¹⁵ [Electronic Communications Code](#): Statement 2017 (paragraph 5.3).

provide further guidance on the meaning of definitions beyond those set out in the Code. Though we would note that it remains open to Code Operators to provide further detail on these points in a cover letter accompanying the request notice.

- 3.19 Consequently, we have decided it is not necessary to make these changes to the draft template notices.
- 3.20 In response to the point made above at 3.16, we note that paragraph 2 of the request notice already requires the operator to set out the right being sought and the purposes for which they are sought, as does paragraph 7. These reflect the requirements in paragraph 20(2) of the Code that the request notice sets out “the code right, and all of the other terms of the agreement that the operator seeks”. Annex 2 of the request notice further provides for additional terms of agreement to be set out.
- 3.21 In response to the point made by Clarke Willmott LLP at 3.17, we acknowledge that the way “land” is defined in the request notice may not help identify where the apparatus is to be placed. However, we would point out that this could be included by reference to the existing requirement to set out a description of the apparatus in Annex 1, assuming the Code Operator knows this at the time of preparing the request notice.

Comments on the respective rights of parties impacted by the notices

- 3.22 Electricity North West Limited had concerns that the notices changed the rights of landowners. They stated that the largely one-sided notices removed a number of existing rights that would now put landlords/owners under pressure to agree to reduced controls on early access to land, and without the ability to object to requests for works for legitimate reasons or recoup costs incurred for supervising work carried out by Code Operators.
- 3.23 They stated that Code Operators should not be given rights to access a distribution network operator’s (DNO)¹⁶ operational property and assets and that access should be dependent on any health and safety concerns being resolved. Further, that any changes to the notices need to be considered in the context of further changes to the Telecoms Code in 2023.
- 3.24 They also noted that the notices will also apply to wayleaves and make to differentiation between the operational and non-operational land of DNOs.
- 3.25 Also, that the notices will apply inadvertently to non-licensed operators if they have arrangements to work with or for the Code Operator.

Ofcom’s response

- 3.26 The comments set out above focus on stakeholder concerns about the respective rights of parties involved in the general Part 4 process – particularly the enhanced rights of Code

¹⁶ A distribution network operator (DNO) is the company that owns and operates the power lines and infrastructure that connect national grid to a property. Source: [National Grid](#).

Operators when seeking access to a landowner's property to install, upgrade, and maintain their equipment under Part 4A of the Code. Part 4A is designed to facilitate the delivery of an electronic communications service where this has been requested by a lessee in occupation and to encourage landowners to respond to requests for access issued by Code Operators. As such, it is part of the apparatus Parliament has designed to make it easier for Code Operators to roll out electronic communications networks.

3.27 We consider these comments raise concerns about Government policy, as enacted by Parliament, and as such fall outside of the scope of Ofcom's powers which are limited to preparing and consulting on the detailed drafting of the template notices required under the Code.

3.28 We note that some of the stakeholder concerns detailed above are, to some extent, addressed within the existing Code of Practice published in 2017.¹⁷ The purpose of this Code of Practice, which was established under the Digital Economy Act 2017, is to set out expectations for the conduct of the parties to any agreement made under the Code. For example, at paragraph 1.5, it requires that *'Operators ought to be responsible for the behaviour and conduct of any contractors that they instruct to carry out work on their behalf'*. Further at Schedule B, it sets out the key points for access arrangements between Code Operators and landowners. This includes the recovery of reasonable costs by the landowner (e.g. if a supervisor is necessary at sensitive locations).

Comments that refer to Code Operators' obligations and the Code

3.29 [X] stated that Code Operators are seeking to exercise rights without there being accompanying obligations that would help protect landlords and others who are affected by the Code Operators' apparatus. In particular, the notices included no requirements for landlord supervision over how the work was carried out (installation or ongoing maintenance) to ensure safety is maintained; that disruption to other utilities is avoided; or that vulnerable residents are protected.

3.30 Electricity North West Limited also had concerns that operators could rely on the new process without any obligations on them to provide landlords with:

- plans on the full scope of works, any risk assessment, and method statement;
- details on how they would comply with enhanced health and safety requirements;
- evidence of having in place adequate insurance provision,
- plans to compensate for any additional costs that result from damages resulting from an operator accessing their land; or
- an accountable paper trail that would:
 - i) record damages or incidents at the property as a result of works; or

¹⁷ [Electronic Communications Code: Code of Practice - 15 December 2017](#)

- ii) verify that access to the property that was needed to conduct emergency works were based on bona fidi reasons.

Ofcom response

- 3.31 Ofcom prepared the template notices in line with the requirements outlined in paragraph 90(1) of the Code. In the revisions we proposed to the “request” notice, and preparing the draft “warning” and “final” notices annexed to the October Consultation, we considered the respective requirements prescribed at paragraphs 20(2), 27C(2) and 27C(5) of the Code. Our approach has been to follow the content requirements and definitions set out in the Code as closely as possible. Ofcom is not empowered to place any additional requirements on any parties that are not included in the Code. As explained above, the balance of rights under the Code reflects Government policy, as enacted by Parliament.
- 3.32 In relation to some of the specific concerns raised by Electricity North West Limited we would note that regulation 14 of the Electronic Communications Code (Conditions and Restrictions) Regulations 2003 (as amended) places obligations on Code Operators to enter into agreements with electricity suppliers before installing equipment near to the latter’s existing apparatus. Under regulation 14 Code Operators are also required to respond to requests from electricity suppliers when they notify them of plans to install apparatus near Code Operators’ equipment.¹⁸
- 3.33 As explained at 3.28, some of the concerns expressed above are, to some extent, addressed within the existing Code of Practice published in 2017. For example, prior to deployment, the Code Operator should provide the landowner with drawings detailing the apparatus to be deployed with an accompanying written description of the works (paragraph 1.28). Annex B requires an undertaking from the Code Operator to make good any damage to the Landowner’s property. Further, that where possible, operators should contact the Landowner to explain when and why access is required for emergencies (paragraph 1.35).
- 3.34 Code Operators are also likely to be subject to separate requirements under relevant Health and Safety legislation, however this is beyond the scope of Ofcom’s powers and the remit of the Code.

Comments on amendments to the Part 4 process

- 3.35 [X] stated that there should be an option where the landlord can respond and negotiate outside of the process set out in the new regulations.

Ofcom response

- 3.36 As explained above, Part 4A of the Code was introduced to provide Code Operators with the right to gain access to multi-dwelling units (MDUs) to install, upgrade, or maintain their

¹⁸ <https://www.legislation.gov.uk/uksi/2003/2553/regulation/14/made>

equipment where the tenant in occupation has requested an electronic communications service but the landlord has repeatedly failed to respond to the operator's requests for access.

- 3.37 Landlords and Code Operators are still able to negotiate on access rights outside of the process outlined in Part 4A of the Code. However, Code Operators can seek to exercise the option of using the Part 4A process if their initial, voluntary requests are not acted upon by the recipients.

A1. Warning and Final Template Notices

[FIRST]/ [SECOND] STATUTORY WARNING NOTICE

REGARDING UNRESPONSIVE OCCUPIERS UNDER THE ELECTRONIC COMMUNICATIONS CODE

Paragraph 27C Part 4A of Schedule 3A of the Communications Act 2003

IMPORTANT NOTICE

If you are willing to enter into a Code Agreement, you should respond within [7] days

1. This is a statutory notice pursuant to paragraph 27C(2) of the electronic communications code, set out in Part 4A of the Schedule 3A to the Communications Act 2003 (the “Code”).¹⁹
2. This notice is the [first / second] notice of three notices and has been issued by [Name of Code operator] (“we” or “us”) to you, [Insert name], pursuant to paragraph 27C(1)(a) of the Code, because you have not responded to our statutory request notice issued on [Insert date], pursuant to paragraph 20(2) of the Code (‘Request Notice’).
3. We are seeking your agreement to [insert brief description of rights sought e.g. to install apparatus and carry out related works] on land occupied by you, for the purposes of our [electronic communications network and/or infrastructure system]. This is in order to provide an electronic communications service to a lessee in occupation of the Target Premises. A full description of the Code Rights we are seeking your agreement to is included in the Request Notice, a copy of which is attached to this notice.
4. You have not provided a written response to the Request Notice of [Insert date[s]] which required you to respond in writing to agree to, refuse or acknowledge the request before the end of a period of 7 days beginning with the day on which the Request Notice was given.
[OR – delete appropriate version of paragraph 4]
4. You have not provided a written response to agree to, refuse or acknowledge the Request Notice of [Insert date[s]], and you have not acknowledged the first warning notice of [Insert date[s]] both of which required a response in writing before the end of 7 days beginning with the day on which the notice was given.
5. A copy of the Request Notice is attached to this [first / second] warning notice.

INTERPRETATION

¹⁹ A copy of the Communications Act 2003 is available online at www.legislation.gov.uk.

6. In this notice:
- a. **“Part 4A order”** means a court order which imposes an agreement between us pursuant to paragraph 27E(1) under Part 4A of the Code;
 - b. **“Target Premises”** means the premises identified in the Request Notice;
 - c. **“Request Notice”** means a notice under paragraph 20(2) of the Code; and words used but not defined in this Notice shall have the meaning ascribed to them in the Code.

A warning notice under Part 4A of the Schedule 3A of the Code

7. *A warning notice under paragraph 27C(2) of the Code is a notice in writing which: (a) includes a copy of the Request Notice, (b) states that it is the first or (as the case may be) second of three notices that, unless the required grantor responds to the operator, will allow the operator to apply for a Part 4A order, and (c) explains the effect of a Part 4A order.*
8. *A Part 4A order is an order which imposes on the operator and the required grantor an agreement between them to confer the Code Rights on the operator or provide for the Code Rights to bind the required grantor.*
9. *The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraph 27H of the Code contains further detail about this.*

[CONSEQUENCES OF NOT RESPONDING TO A [FIRST / SECOND] WARNING NOTICES]

10. If either:
- a. you do not respond, in writing, to agree or refuse to confer or otherwise be bound by the code right specified in the Request Notice, before the end of **[7]** days beginning with the day on which this first notice is given; or
 - b. do not otherwise acknowledge, in writing, the Request Notice,
- we will issue a second warning notice.

[Or- delete appropriate version of paragraph 11]

11. If either:
- a. you do not respond, in writing, to confer or otherwise be bound by the code right specified in the Request Notice, before the end of **[7]** days beginning with the day on which this second notice is given; or
 - b. do not otherwise acknowledge, in writing, the Request Notice or the first notice,
- we will issue a final notice.
12. Alternatively, if you do respond, in writing, before the end of [7] days beginning with the day on which this **[first / second]** notice is given, but **do not agree [to confer / to be bound by]** the Code we will be entitled to apply to the court for an order under paragraph 20(4) of the Code.

13. Failure to respond to a first and second warning notice, and a final notice within the prescribed timeframes, may result in our entitlement to apply to the court for a Part 4A order, under paragraph 27D, in relation to the Code Right as stated in the Request Notice.

YOUR OPTIONS

14. In response to this notice, you may:

- a. agree **[to confer the Code Rights on us / to be bound by the Code Rights]**;
- b. give notice to us that you do not agree **[to confer / to be bound by]** the Code Rights;
or
- c. do nothing.

15. In deciding how to respond to this notice, you may wish to seek independent legal advice.

16. If you agree **[to confer the Code Rights on us / to be bound by the Code Rights]**, **[we will send you an agreement reflecting the terms set out in the Request Notice and ask you to sign it]** **[we ask you to sign the agreement attached at Annex 2 of the Request Notice]**. You would be entitled to seek independent legal advice in relation to the agreement.

17. If you **do not agree** **[to confer / to be bound by]** the Code we will be entitled to apply to the court for an order under paragraph 20(4) of the Code.

18. Alternatively, and as explained at paragraph **[13]** above, if you do not respond in writing before the end of 7 days beginning with the day on which this **[first / second]** notice is given, we will issue a **[second warning notice/ final notice]**.

19. Please submit any notification pursuant to paragraph 14a or b to us in writing as soon as possible and, in any event, before the end of 7 days beginning with the day on which this notice is given.

20. To be effective, such notification must be **delivered by hand** or sent by **registered post** or **recorded delivery** to the following address:
[Insert address details]

21. If you have any questions about this notice, please do not hesitate to contact us via telephone (**insert number**) or e-mail (**insert email address**).

[INSERT DATE OF NOTICE]

SUPPLEMENTARY INFORMATION FOR THE RECIPIENT OF THIS NOTICE

Orders under Part 4A of the Code

1. An order under Part 4A of Schedule 3A of the Code is an order which imposes on us and you an agreement concerning rights in respect of land connected to leased premises (“connected land”). The effect of such an agreement would be **[to confer the Code Rights on us / provide for the Code Rights to bind you]**.
2. We may apply for an order under paragraph 27D(1) of the Code if you do not, before the end of seven days beginning with the day on which the Request Notice under paragraph 20(2) of the Code is given, respond in writing to agree to, refuse, or acknowledge the request and:
 - a. we give you two warning notices and a final notice pursuant to paragraph 27C(1) of the Code; and
 - b. you do not, before the end of 14 days beginning with the day on which the final notice is given, respond in writing either to:
 - (i) agree or refuse to confer or otherwise be bound by the Code right specified in the request notice given pursuant to paragraph 20(2) of the Code on the terms we seek; or
 - (ii) otherwise acknowledge a warning notice or the final notice.
3. The court may **only** make an order under paragraph 27E(1) of the Code if it is satisfied that we have met the requirements under paragraph 27D(1) of the Code for applying for an order **and** you have not objected to the making of the order.
4. Paragraphs 27E(4) and 27E(5) of the Code contain further detail about the terms of the agreement that the court may impose.
5. The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraphs 27H and Part 14 of the Code contain further detail about this.

ANNEX

[Paragraph 20(2) Request Notice]

FINAL STATUTORY NOTICE

REGARDING UNRESPONSIVE OCCUPIERS UNDER THE ELECTRONIC COMMUNICATIONS CODE

Paragraph 27C Part 4A of Schedule 3A of the Communications Act 2003

IMPORTANT NOTICE

If you are willing to enter into a Code Agreement, you should respond within [14] days

5. This is a statutory notice pursuant to paragraph 27C(5) of the electronic communications code, set out in Part 4A of the Schedule 3A to the Communications Act 2003 (the “Code”).²⁰
6. This notice is the final notice of three notices and has been issued by [Name of Code operator] (“we” or “us”) to you, [Insert name], pursuant to paragraph 27C(1)(b) of the Code, because you have not responded to our statutory request notice issued on [insert date], pursuant to paragraph 20(2) of the Code (‘Request Notice’) or to our first and second warning notices issued respectively on [insert date] and [insert date].
7. We are seeking your agreement to [insert brief description of rights sought e.g. to install apparatus and carry out related works] on land occupied by you, for the purposes of our [electronic communication network and/or infrastructure system]. This in order to provide an electronic communications service to a lessee in occupation of the Target Premises. A full description of the Code Rights we are seeking your agreement to is included in the Request Notice, a copy of which is attached to this notice.
8. The Request Notice required you to respond in writing to agree to, refuse or acknowledge the request before the end of a period of 7 days beginning with the day on which the Request Notice was given.
9. You have not provided a written response to agree to, refuse or acknowledge the Request Notice, or to acknowledge the first and second warning notices of [insert dates] both of which required a response in writing before the end of 7 days beginning with the day on which the notice was given.
10. A copy of the Request Notice is attached to this final notice.

INTERPRETATION

11. In this notice:
 - a. “Part 4A order” means a court order which imposes an agreement between us pursuant to paragraph 27E(1) under Part 4A of the Code;

²⁰ A copy of the Communications Act 2003 is available online at www.legislation.gov.uk.

- b. “**Target Premises**” means the premises identified in the Request Notice;
- c. “**Request Notice**” means a notice under paragraph 20(2) of the Code;

and words used but not defined in this Notice shall have the meaning ascribed to them in the Code.

A final notice under Part 4A of the Schedule 3A of the Code

- 12. *A final notice under paragraph 27C(5) of the Code is a notice in writing which: (a) includes a copy of the Request Notice, (b) states that unless the required grantor responds to the operator before the end of 14 days beginning with the day on which the final notice is given, will allow the operator to apply for a Part 4A order, and (c) explains the effect of a Part 4A order.*
- 13. *A Part 4A order is an order which imposes on the operator and the required grantor an agreement between them to confer the Code Rights on the operator or provide for the Code Rights to bind the required grantor.*
- 14. *The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraph 27H of the Code contains further detail about this.*

[CONSEQUENCES OF NOT RESPONDING TO THIS FINAL NOTICE]

15. If either:

- a. you do not respond, in writing, to agree or refuse to confer or otherwise be bound by the code right specified in the Request Notice, before the end of **[14]** days beginning with the day on which this final notice is given; or
- b. do not otherwise acknowledge, in writing, the Request Notice, the first notice or the second notice,

we may apply for a Part 4A court order under paragraph 27D(1) of the Code provided the court is satisfied that:

- e. we have provided you with two warning notices and a final notice;
- f. a period of 14 days beginning with the day on which the final notice was given has ended,
- g. you have not responded to our notices, and
- h. we have satisfied any other conditions specified in regulations made by the Secretary of State.

16. Alternatively, if you do respond, in writing, before the end of **[14]** days beginning with the day on which this notice is given, but **do not agree [to confer / to be bound by]** the Code we will be entitled to apply to the court for an order under paragraph 20(4) of the Code.

YOUR OPTIONS

13. In response to this notice, you may:
 - a. agree **[to confer the Code Rights on us / to be bound by the Code Rights]**;
 - b. give notice to us that you do not agree **[to confer / to be bound by]** the Code Rights; or
 - c. do nothing.
14. In deciding how to respond to this notice, you may wish to seek independent legal advice.
15. If you agree **[to confer the Code Rights on us / to be bound by the Code Rights]**, **[we will send you an agreement reflecting the terms set out in the Request Notice and ask you to sign it]** **[we ask you to sign the agreement attached at Annex 2 of the Request Notice]**. You would be entitled to seek independent legal advice in relation to the agreement.
16. If you **do not agree** **[to confer / to be bound by]** the Code we will be entitled to apply to the court for an order under paragraph 20(4) of the Code.
17. Alternatively, and as explained at paragraph 12 above, if you do not respond in writing before the end of 14 days beginning with the day on which this final notice is given, we will be entitled to apply to the court for an order under paragraph Part 4A of the Code.
18. Please submit any notification pursuant to paragraph 13a or b to us in writing as soon as possible and, in any event, before the end of 14 days beginning with the day on which this notice is given.
19. To be effective, such notification must be **delivered by hand** or sent by **registered post** or **recorded delivery** to the following address:
[Insert address details]
20. If you have any questions about this notice, please do not hesitate to contact us via telephone (**insert number**) or e-mail (**insert email address**).

[INSERT DATE OF NOTICE]

SUPPLEMENTARY INFORMATION FOR THE RECIPIENT OF THIS NOTICE

Orders under Part 4A of the Code

6. An order under Part 4A of Schedule 3A of the Code is an order which imposes on us and you an agreement concerning rights in respect of land connected to leased premises (“connected land”). The effect of such an agreement would be [to confer the Code Rights on us / provide for the Code Rights to bind you].

We may apply for an order under paragraph 27D(1) of the Code if you do not, before the end of seven days beginning with the day on which the Request Notice under paragraph 20(2) of the Code is given, respond in writing to agree, refuse, or acknowledge the request and:

- a. we give you two warning notices and a final notice pursuant to paragraph 27C(1) of the Code; and
 - b. you do not, before the end of 14 days beginning with the day on which the final notice was given, respond in writing either to:
 - (i) agree or refuse to confer or otherwise be bound by the Code right specified in the request notice given pursuant to paragraph 20(2) of the Code on the terms we seek; or
 - (ii) otherwise acknowledge a warning notice or the final notice.
7. The court may **only** make an order under paragraph 27E(1) of the Code if it is satisfied that we have met the requirements under paragraph 27D(1) of the Code for applying for an order **and** you have not objected to the making of the order.
8. Paragraphs 27E(4) and 27E(5) of the Code contain further detail about the terms of the agreement that the court may impose.
9. The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraphs 27H and Part 14 of the Code contain further detail about this.

ANNEX

[Paragraph 20(2) Request Notice]

A2. Revised Paragraph 20(2) Template Notice

STATUTORY NOTICE

SEEKING AGREEMENT TO THE CONFERRAL OF RIGHTS UNDER THE ELECTRONIC COMMUNICATIONS CODE

Paragraph 20(2) **[and Paragraph 27(1)]** of Part 4 of Schedule 3A of the Communications Act 2003

IMPORTANT NOTICE

If you are willing to enter into a Code Agreement, you should respond within
28 days

1. This is a statutory notice pursuant to paragraph 20(2) **[and paragraph 27(1)]** of the electronic communications code, set out in Schedule 3A to the Communications Act 2003 (the “**Code**”).²¹
2. This notice has been issued by **[Name of Code operator]** (“**we**” or “**us**”) to you, **[Insert name]**, because we would like to **[insert brief description of rights sought, e.g. to install apparatus and carry out related works]** on land occupied by you for the purposes of our **[electronic communications network and/or infrastructure system]**. We are seeking your agreement to confer these rights on us.

[OR - delete appropriate version of paragraph 2]

2. This notice has been issued by **[Name of Code operator]** (“**we**” or “**us**”) to you, **[Insert name]**, because we have certain rights to **[insert brief description of rights already exercisable by operator in relation to the land, e.g. keep apparatus installed on land in relation to which you have an interest]** for the purpose of our **[electronic communications network and/or infrastructure system]**. We are seeking your agreement to be bound by these rights.
- 3A. **[The agreement we seek relates to premises occupied under a lease and is for the purpose of providing an electronic communications service to a lessee in occupation of the premises.]**
3. **[We also require your agreement on a temporary basis in relation to electronic communications apparatus that is already installed on, under or over your land. This is in order to secure that the service provided by our [electronic communications network and/or infrastructure system] is maintained, and the apparatus is properly adjusted and kept in repair.]**

BACKGROUND

²¹ A copy of the Communications Act 2003 is available online at www.legislation.gov.uk.

4. We provide an *[electronic communications network and/or infrastructure system]* in the United Kingdom. This is used in order to provide consumers with *[insert a brief description of the retail services which are dependent on this network and/or infrastructure system (e.g. fixed voice and broadband services)]*.
5. For this purpose, the Office of Communications (OFCOM) has given a direction applying the Code to us. The Code regulates the relationships between us and occupiers of land, thereby facilitating the deployment of electronic communications apparatus.

INTERPRETATION

6. In this notice:
 - a. “**Apparatus**” means the electronic communications apparatus described in Annex 1;
 - b. “**Land**” means the *[land or target premises]* at *[Insert address / description of land, etc.]*;
 - c. “**Target Premises**” means premises within scope of Part 4A of the Code under paragraph 27B(2) of the Code;
 - d. and
 - e. words used but not defined in this Notice shall have the meaning ascribed to them in the Code.

DETAILS OF THE AGREEMENT WE ARE SEEKING

7. In this notice, we are seeking your agreement *[to confer on us / to be bound by]* the following rights:
 - a. *[the right to install the Apparatus on, under or over the Land]*;
 - b. *[the right to keep installed the Apparatus which is on, under or over the Land]*;
 - c. *[the right to inspect, maintain, adjust, alter, repair, upgrade or operate the Apparatus which is on, under or over the Land]*;
 - d. *[the right to carry out any works on the Land for or in connection with the installation of the Apparatus on, under or over the Land [or the installation of electronic communications apparatus elsewhere]]*;
 - e. *[the right to carry out any works on the Land for or in connection with the maintenance, adjustment, alteration, repair, upgrading or operation of the Apparatus which is on, under or over the Land [or of electronic communications apparatus elsewhere]]*;
 - f. *[the right to enter the Land to inspect, maintain, adjust, alter, repair, upgrade or operate the Apparatus which is on, under or over the Land [or any electronic communications apparatus elsewhere]]*;
 - g. *[the right to connect the Apparatus to a power supply]*;
 - h. *[the right to interfere with or obstruct a means of access to or from the Land (whether or not the Apparatus is on, under or over the Land)]*; and
 - i. *[the right to lop or cut back, or require another person to lop or cut back, any tree or other vegetation that interferes or will or may interfere with the Apparatus]*.(together, the “**Code Rights**”).
8. In addition to the Code Rights, we are also seeking in this notice your agreement to the additional terms set out in Annex 2.

9. *[As the electronic communications apparatus described in Annex 3 (the “Existing Apparatus”) is already installed on, under or over the Land, we are also seeking your agreement on a temporary basis to [confer/be bound by] the Code Rights set out at paragraph 7 above in respect of the Existing Apparatus (the “Temporary Code Rights”).][And, in addition to the Temporary Code Rights we are also seeking your agreement on a temporary basis to the additional terms set out in Annex 2].*

CONSEQUENCES OF NOT REACHING AGREEMENT ON THE CODE RIGHTS

10. If either:
- you do not, before the end of 28 days beginning with the day on which this notice is given, agree *[to confer / to be bound by]* the Code Rights; or
 - at any time after this notice is given, you give notice in writing to us that you do not agree *[to confer / to be bound by]* the Code Rights,
- we will be entitled to apply to the court for an order under paragraph 20(4) of the Code.
11. For more information on the circumstances in which a court may impose such an order, and on the type of agreement that the court may impose, please see the supplementary information at the back of this notice.

[CONSEQUENCES OF NOT RESPONDING WHERE THIS NOTICE SEEKS CODE RIGHTS IN RESPECT OF CONNECTED LAND]

11A. If you do not respond to this notice, we will be entitled to apply to the court, as set out in paragraph 11B below, for an order under paragraph 27E(2) of the Code (“a Part 4A order”).

11B. We will be entitled to apply for a Part 4A order if:

- you do not, before the end of seven days beginning with the day on which this notice is given, respond in writing to this notice to agree to, refuse, or acknowledge the request; and
- we give you two warning notices under paragraph 27C(2) of the Code and a final notice under paragraph 27C(5) of the Code; and
- you do not, before the end of 14 days beginning with the day on which the final notice is given, respond to us in accordance with paragraph 27D(4) of the Code,

and we have satisfied any conditions specified in regulations made by the Secretary of State and have given you notice of an application for a Part 4A order.

11C. For more information on the circumstances in which a court may impose such an order and on the type of agreement the court may impose, please see the supplementary information at the back of this notice.

[CONSEQUENCES OF NOT REACHING AGREEMENT ON THE TEMPORARY CODE RIGHTS]

12. If:

- a. you have the right to require the removal of the Existing Apparatus under paragraph 37 or 41(1) of the Code but we are not for the time being required to remove it; and
- b. either:
 - i. you do not, before the end of 28 days beginning with the day on which this notice is given, agree [to confer / to be bound by] the Temporary Code Rights; or
 - ii. at any time after this notice is given, you give notice in writing to us that you do not agree [to confer / to be bound by] the Temporary Code Rights,

we will have the right to apply to the courts for an order under paragraph 27(2) of the Code. Further detail on these orders is provided in the supplementary information at the back of this notice.

13. We consider that the agreement sought in this notice in relation to Temporary Code Rights is [not] a matter of urgency and therefore [do not] intend to apply for such an order prior to the end of the 28-day period referred to above.²²

YOUR OPTIONS

14. In response to this notice, you may:
 - d. agree [to confer the Code Rights on us / to be bound by the Code Rights] [and/or to confer the Temporary Code Rights on us / to be bound by the Temporary Code Rights];
 - e. give notice to us that you do not agree [to confer / to be bound by] the Code Rights [and/or the Temporary Code Rights]; or
 - f. do nothing.
15. In deciding how to respond to this notice, you may wish to seek independent legal advice.
16. If you agree [to confer the Code Rights on us / to be bound by the Code Rights], [we will send you an agreement reflecting the terms set out in this notice and ask you to sign it] [we ask you to sign the agreement attached at Annex 2]. Similarly, if you agree [to confer the Temporary Code Rights on us / to be bound by the Temporary Code Rights], we will also send you an agreement reflecting the terms set out in this notice and ask you to sign it. You would be entitled to seek independent legal advice in relation to [this/these] agreement[s].

Alternatively, and as explained at paragraph[s] 10 [and 12] above, if you do nothing or give notice to us that you do not agree [to confer / to be bound by] the Code rights [and Temporary Code Rights], we will be entitled to apply to the court for an order under paragraph 20(4) [and an order under paragraph 27(2)] or under Part 4A of the Code.
17. Please submit any notification pursuant to paragraph 14a. or b. to us in writing as soon as possible and, in any event, before the end of 28 days beginning with the day on which this notice is given.

²² In limited circumstances, where the court agrees that it is a matter of urgency for an order to be made under paragraph 27(5) of the Code, it may make such an order even though the 28-day period referred to at paragraph [12]a. above has not elapsed (and paragraph [12]b. does not apply).

18. To be effective, such notification must be **delivered by hand** or sent by **registered post** or **recorded delivery** to the following address:

[Insert address details]

19. If you have any questions about this notice, please do not hesitate to contact us via telephone (*insert number*) or e-mail (*insert email address*).

[INSERT DATE OF NOTICE]

ANNEX 1
THE APPARATUS

[Insert a description of the electronic communications apparatus to which the notice relates]

ANNEX 2

ADDITIONAL TERMS OF AGREEMENT SOUGHT

[Insert description of the additional contractual terms sought or attach a draft agreement]

ANNEX 3
THE EXISTING APPARATUS

[Insert a description of the electronic communications apparatus already installed on, under or over the Land and in respect of which you are seeking the Temporary Code Rights]

SUPPLEMENTARY INFORMATION FOR THE RECIPIENT OF THIS NOTICE

Orders under paragraph 20(4) of the Code

10. An order under paragraph 20(4) of the Code is an order which imposes on us and you an agreement. The effect of such an agreement would be *[to confer the Code Rights on us / provide for the Code Rights to bind you]*.
11. The court may only make an order under paragraph 20(4) of the Code if it thinks that **both** of the following conditions are met:
 - a. the prejudice caused to you by the order is capable of being adequately compensated by money; and
 - b. the public benefit likely to result from the making of the order (having regard to the public interest in access to a choice of high quality electronic communications services) outweighs the prejudice to you.
12. The court may **not** make such an order if it thinks that you intend to redevelop all or part of the land to which the Code Rights would relate, or any neighbouring land, and could not reasonably do so if the order were made.
13. Paragraphs 23 and 24 of the Code contain further detail about the terms of the agreement that the court may impose. And paragraph 22 of the Code states that such an agreement takes effect for all purposes of the Code as an agreement under Part 2 of the Code between the Operator and the relevant person.
14. The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraphs 25 and Part 14 of the Code contain further detail about this.

[Orders under paragraph 27(2) of the Code

15. *An order under paragraph 27(2) of the Code is an order which [confers on us/provides for you to be bound by] such temporary code rights as appear to the court reasonably necessary for securing the objective set out in paragraph 27(3) of the Code. This objective is that, until the proceedings under paragraph 20 and any proceedings under paragraph 40 of the Code are determined, the service provided by our network is maintained and the Existing Apparatus is properly adjusted and kept in repair.*
16. *Paragraphs 23 and 24 of the Code contain further detail about the terms of the temporary agreement that the court may impose.*

The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraphs 25 and 84 of the Code contain further detail about this.]

SUPPLEMENTARY INFORMATION FOR THE RECIPIENT OF THIS NOTICE

Orders under Part 4A of the Code

1. An order under Part 4A of Schedule 3A of the Code is an order which imposes on us and you an agreement concerning rights in respect of land connected to leased premises (“connected land”). The effect of such an agreement would be **[to confer the Code Rights on us / provide for the Code Rights to bind you]**.
2. We may apply for an order under paragraph 27D(1) of the Code if you do not, before the end of seven days beginning with the day on which this notice is given, respond in writing to agree to, refuse, or acknowledge the request and:
 - a. we give you two warning notices and a final notice pursuant to paragraph 27C(1) of the Code; and
 - b. you do not, before the end of 14 days beginning with the day on which the final notice is given, respond in writing either to:
 - (i) agree or refuse to confer or otherwise be bound by the Code right specified in the request notice given pursuant to paragraph 20(2) of the Code on the terms we seek; or
 - (ii) otherwise acknowledge a warning notice or the final notice.
3. The court may **only** make an order under paragraph 27E(1) of the Code if it is satisfied that we have met the requirements under paragraph 27D(1)(a) and (d) of the Code for applying for an order **and** you have not objected to the making of the order.
4. Paragraphs 27E(4) and 27E(5) of the Code contain further detail about the terms of the agreement that the court may impose.
5. The court also has the power to order us to pay you compensation for any loss or damage that you have sustained or will sustain as a result of the exercise of the Code Rights. Paragraphs 27H and Part 14 of the Code contain further detail about this.

