



Vodafone Response to
Ofcom consultation:
Electronic Communications Code
Code of Practice



Introduction

Vodafone welcomes the opportunity to respond to Ofcom's consultation regarding revisions to the Code of Practice under the Electronic Communications Code. Vodafone's business is dependent on the efficient execution of the Code in three principal scenarios, namely (1) as a mobile network operator via our primary build partner Cornerstone Telecommunications Infrastructure Limited (CTIL), (2) as a provider of fixed communications services via our key access providers Openreach and CityFibre, and (3) for the provision of our core network. Our response should therefore be read in conjunction with those submitted by CTIL and our key access providers.

We are supportive of Ofcom's attempts to streamline the operation of the Code via amendments to the associated Code of Practice. We welcome many of the proposed amendments put forward by Ofcom. However, there are a series of points where the suggested amendments could create confusion, or provide opportunities for those who might wish to "game the system". We are also mindful that many of the proposed changes are perhaps mobile-centric in their language, and hence would benefit from edits to make it clear that they equally apply to the provision of ductwork and fibre to serve fixed networks. Therefore, in this response we suggest changes to the draft Code of Practice that we hope will add clarity. Where possible we have linked these to the questions asked by Ofcom in the consultation, but in many cases, there was no specific question asked about specific changes proposed.

It is clear that further work is required to get the draft Code of Practice to a finalised state, however, we believe that it should be possible to expedite this process. The need to refine the proposed changes does not negate the valuable work carried out thus far.



Proposed updates to Code of Practice

Consultation Question	CoP clause	Text proposed in consultation	Vodafone suggested amendment	Logic
N/A	A2.8	<u>This Code of Practice is also intended to assist parties in the various negotiations and stages leading up to any formal agreement, in the stages required to enter into a formal agreement and in the exercise of Code rights.</u> It is not a guide to the Code <u>powers or legislation, or the Code regulations,</u> but it is intended to complement them and to make it simple for Operators, Landowners and Occupiers ¹² to come to agreement over a range of issues relating to the occupation of a site.	This Code of Practice is also intended to assist parties in the various negotiations and stages leading up to any formal agreement, in the stages required to enter into a formal agreement and in the exercise of Code <u>the rights granted by the Site Provider to the Operator in the agreement.</u> It is not a guide to the Code powers or legislation, but it is intended to complement them and to make it simple for Operators, Landowners and Occupiers ¹² to come to agreement over a range of issues relating to the occupation of a site.	We believe this wording is more user-friendly as it removes jargon.
3	A2.7	<u>Where a reference applies only to a Landowner, or only to an Occupier, we use whichever of these is appropriate in the context of the relevant provision.</u>	Where a reference applies only to a Landowner, or only to an Occupier <u>(for example a tenant, if the Landowner has leased the land or building to that tenant),</u> we use whichever of these is appropriate in the context of the relevant provision	Adding clarity around what is meant by “Occupier”
4	A2.11	b) Sets out what <u>Landowners-Site Providers</u> and Operators should expect from each other, <u>for example,</u> in the context of: i. <u>Arranging site surveys for prospective installation of apparatus</u> ii. <u>Establishing new agreements for the installation of apparatus;</u> iii. <u>Renewing existing agreements as and when required;</u> iv. <u>The ongoing access to and operation, maintenance and</u>	b) Sets out what Site Providers and Operators should expect from each other, for example, in the context of: i. Arranging site surveys for prospective installation of apparatus <u>so that Operators can determine if a site is suitable for such installation</u> ii. <u>Establishing Negotiating</u> new agreements for the installation of apparatus;	i) Adding clarity of why the site survey is needed ii) Making language clearer iii) clarifying that decommissioning and vacating the site are separate activities



		<p>upgrading and sharing of existing sites and apparatus;</p> <p>v. The decommissioning of sites that are no longer required;</p> <p>vi. Site Providers wishing to redevelop sites that accommodate electronic communications equipment;</p> <p>vii. The requirement on both parties to consider the use of alternative dispute resolution (ADR);</p>	<p>iii. Renewing existing agreements as and when required;</p> <p>iv. The ongoing access to and operation, maintenance and upgrading and sharing of existing sites and apparatus;</p> <p>v. The decommissioning of <u>and removal of equipment from</u> sites that are no longer required;</p> <p>vi. Site Providers wishing to redevelop sites that accommodate electronic communications equipment;</p> <p>vii. The requirement on both parties to consider the use of alternative dispute resolution (ADR);</p>	
4	A2.12	<p>While the Code of Practice sets out some clear principles and expectations about how <u>Site Providers</u> and Operators should behave towards each other, it should be noted that there are some special regimes in place (e.g. transport land, public maintainable highway and tidal waters), where different specific considerations may apply.</p>	<p>While this Code of Practice sets out some clear principles and expectations about how Site Providers and Operators should behave towards each other, it should be noted that there are some special regimes in place (e.g. transport land, public maintainable highway and tidal waters), where different specific considerations may apply; <u>this Code of Practice should be read in conjunction with any other guidance that is issued in relation to special regimes.</u></p>	<p>Clarity that the Code of Practice should be read in conjunction with (and not instead of) any specific guidance relating to transport land/public maintainable land etc.</p>
4	A2.13	<p>This Code of Practice covers a wide range of scenarios, from the <u>initial survey through to the</u> construction of an <u>electronic communications structure full mobile mast to or</u> the installation of just one <u>piece of electronic communications apparatus or a line, telegraph pole or a very small length of cable and it</u> should be noted that not all the procedural elements should <u>will</u> be required in each and every case.</p>	<p>This Code of Practice covers a wide range of scenarios, from the initial survey through to the construction of an electronic communications structure, <u>the installation of electronic communications equipment, and installation of overground or underground cables. full mobile mast to or the installation of just one piece of electronic communications apparatus or a line.</u> it should be noted that not all the procedural elements should <u>will</u> be required in each and every case.</p>	<p>The proposed text was mobile-centric. We believe this change will ensure clarity that fixed/fibre deployments are within scope too.</p>

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4	A2.14	<p>Communication between parties is vital to facilitate effective working relationships. All communications must be kept clear, concise and carried out in a timely manner to ensure active, engaged dialogue. In any event, the Operator should ensure it communicates and keeps the Site Provider informed of its plans.</p>	<p>Communication between parties is vital to facilitate effective working relationships, given the importance of establishing and maintaining good connectivity as explained in paragraph A2.4 above. All communications must be kept respectful, clear, concise and carried out in a timely manner to ensure active, engaged dialogue. In any event, the Operator should ensure it communicates and keeps the Site Provider informed of its plans without delay.</p>	<p>Clarifying the reasons why good communication is vital.</p>
4	A2.17	<p>In turn, the Landowner, Site Provider and Occupier should provide its email address/contact details in writing directly to the registered office of the Operator. It is the responsibility of the Site Provider to notify the Operator of any changes to its contact details so they can be contacted, and ensure the Operator is notified of any changes so that the Operator knows which point of contact to use in all the circumstances which may arise.</p>	<p>In turn, the Site Provider should provide its contact details to the Operator. It is the responsibility of the Site Provider to notify the Operator of any changes to its contact details as soon as possible after any such change so they can be contacted without delay in case of an emergency.</p>	<p>Amends give guidance as to the timescales for providing such information, and clarity on why providing updated timescales as soon as possible is important.</p>
5	A2.19	<p>Where relevant, the Operator should provide information to the Site Provider on its fees policy to include the detail of when and under what circumstances Site Providers reasonably and properly incurred professional fees would be compensated. The general principle is that a Site Provider should not be left out of pocket for its reasonably and properly incurred costs.</p>	<p>Where relevant, the Operator should provide information to the Site Provider on its fees policy to include the detail of when and under what circumstances Site Providers reasonably and properly incurred professional fees would be compensated. The general principle is that a Site Provider should not be left out of pocket for its reasonably and properly incurred costs.</p> <p>Potential Site Providers should be advised that they are responsible, in the first instance, for meeting their professional representatives' reasonable costs (per RICS guidance). Where relevant and appropriate depending upon the nature of the</p>	<p>The word 'policy' might be taken to imply a weighty formal document, when, in practice, the operators' approach to professional fees is not covered in a 'policy' but usually addressed in an introductory letter to prospective site providers. It is our understanding that our proposed revised wording set out in column 2 has been agreed by the NCA stakeholders and is in line with industry practice.</p>



			<u>application. Operators will reimburse a site provider for their reasonably and properly incurred professional costs within pre-agreed parameters.</u>	
5	A2.20	In all cases, both Operators, Site Providers and professional advisors, Landowners should act in a timely, respectful, consistent, fair and open manner when engaging with each other. in relation to any proposed works.	Operators, Site Providers and professional advisors should act in a timely, respectful, fair and open manner when engaging with each other <u>in order to keep costs proportionate and avoid delay an unnecessary friction at the outset of negotiations.</u>	Clarity of the reason why this is important.
6	A2.21	b) To provide coverage to new areas ... d) To replace obsolete sites or sites that are being redeveloped	b) To provide coverage <u>and fibre connections</u> to new areas ... d) To replace obsolete sites or sites that are being redeveloped <u>which may require fibre connections to be diverted</u>	Ensuring CoP is not solely mobile-centric
6	A2.23	Where <u>an Operator needs to deploy new apparatus on a new site (greenfield, rooftop, and/or street asset), needs to be deployed on a new site</u> , the Operators will follow a sequence of steps, depending on the nature of the apparatus to be installed. For minor installations of apparatus (for example, the placement of a telegraph pole), it may be possible to reach an agreement on standard terms and conditions and without the need for a site visit. For more complex situations (such as a new mobile mast), a site visit may be required to assess the suitability of the location and to find out other background information.	Where an Operator needs to deploy new apparatus on a new site (greenfield, rooftop, and/or street asset), the Operators will follow a sequence of steps, depending on the nature of the apparatus to be installed. For minor installations of apparatus (for example, the placement of a telegraph pole), it may be possible to reach an agreement on standard terms and conditions and without the need for a site visit. For more complex situations (such as a new mobile mast <u>or fibre connection</u>), a site visit may be required to assess the suitability of the location and to find out other background information.	Ensuring CoP is not solely mobile-centric
6	A2.24	<u>An Operator will notify the Site Provider with details of the proposed access request for the purposes of deploying electronic communications apparatus, and this will</u>	An Operator will notify the Site Provider with details of the proposed access request for the purposes of deploying electronic communications apparatus <u>or the proposed</u>	Ensuring CoP is not solely mobile-centric



		typically contain the information detailed in Schedule A, including the identity of the Operator, their contact details, the type of apparatus they intend to deploy and over what timescales.	route of a new fibre connection across the land, and this will typically contain the information detailed in Schedule A, including the identity of the Operator, their contact details, the type of apparatus they intend to deploy and over what timescales.	
6	A2.25	It is important for the Site Provider to respond to this request for access. Where the Operator requests access to land and the Site Provider fails to respond to repeated requests for access, the Operator must, if it is reasonably practicable to do so, consider the use of one or more alternative dispute resolution procedures to reach agreement with the Site Provider. After which, the Operator may apply, following the service of relevant notices to the Site Provider, to a court for an order which can impose an agreement between the parties which confers the relevant Code rights being sought or provides for the Code right to bind the Site Provider. Such an application to the court may have cost consequences for the Site Provider.	It is important for the Site Provider to respond to this request for access without delay. Where the Operator requests access to land and the Site Provider fails to respond to repeated requests for access, the Operator must, if it is reasonably practicable to do so, consider the use of one or more alternative dispute resolution procedures to reach agreement with the Site Provider. After which, the Operator may apply, following the service of relevant notices to the Site Provider, to a court for an order which can impose an agreement between the parties which confers the relevant Code rights being sought or provides for the Code right to bind the Site Provider. Such an application to the court may have cost consequences for the Site Provider, which is why it is important for a Site Provider to respond to the request for access without delay.	Adding proposed timescales for SP's response and explanation of why a "without delay" response is important.
6	A2.29	i) Details of any professional or managing agent who will act on their behalf.	j) Details of any professional, solicitor or managing agent who will act on their behalf.	Clarity.
6	A2.30	It is appreciated that not all Site Providers will have all of the information stated above and the Operator should also make its own enquiries and investigations and not rely solely on the information provided by the Site Provider.	It is appreciated that not all Site Providers will have all of the information stated above. And the Operator should also make its own enquiries and investigations and not rely solely on the information provided by the Site Provider. Where Site Providers do not have all of the information stated above, the	Clarity that the first port of call is the Site Provider, and that the Operator need only do their own enquiries if the Site Provider doesn't have the information.



			<u>Operator should make its own enquiries and investigations in order to obtain the required information.</u>	
6	A2.31	b) A cable being laid in an existing duct in a shopping centre;	b) A cable being laid in an existing duct in a shopping centre, <u>or a new duct and cable being laid under land</u> ;	Whilst clearly not intended to be exhaustive, the existing text could be taken to imply that only existing ducts in shopping centres are within scope.
6	A2.34	Where a proposal is straightforward, <u>it may be appropriate for the Operator to send the Site Provider a simple written agreement along with an explanation of the requirement and a site diagram to demonstrate the location of the apparatus for their consideration</u> , with standard apparatus, such as a single cabinet or pole, it may be appropriate for the Operator to send the Landowner a simple written agreement with a request to sign it and return.	Where a proposal is straightforward, it may be appropriate for the Operator to send the Site Provider a simple written agreement along with an explanation of the requirement and a site diagram to demonstrate the location of the apparatus <u>and any access requirements</u> for their consideration.	Clarity added that access requirements are an important factor.
6	A2.35	<u>In cases of complex or impactful proposals, Where the proposal is less simple, a phone call or meeting could be offered where practicable.</u> It may be appropriate for the Operator to send a summary of the proposed terms of an agreement for the Landowner <u>Site Provider</u> to consider and review. In such cases the documentation might include, for example, a plan showing the proposed design, access routes and cable routes; loading calculations for rooftop sites; and proposals for electricity provision.	In cases of complex or impactful proposals, a phone call or meeting could be offered where practicable. It may be appropriate for the Operator to send a summary of the proposed terms of an agreement for the Site Provider to consider and review. In such cases the documentation might include, for example, a plan showing the proposed design, access routes <u>and requirements</u> , and cable routes; loading calculations for rooftop sites; and proposals for electricity provision.	Clarity that the required characteristics of access routes should be supplied.
6	A2.37	Although the Code provides a mechanism for the court to impose terms of occupation on the Landowner <u>Site Provider</u> and the Operator <u>where an agreement cannot be reached</u> , the parties should make every	Although the Code provides a mechanism for the court to impose terms of occupation on the Site Provider and the Operator where an agreement cannot be reached, the parties <u>and their respective professional</u>	Clarification that the requirement extends to advisors



		effort to reach voluntary consensual agreement first, including potentially engaging with an ADR process.	advisors should make every effort to reach consensual agreement first, including potentially engaging with an ADR process.	
6	A2.38	Whilst some agreements should be expected to be completed within a matter of weeks, and some simple cases might potentially be signed on site during the survey stage, agreements for larger or more complex arrangements may generally take longer, but in all cases the parties should endeavour to respond without undue delay to promptly to correspondence from the other side and aim to complete the process as soon as practicably swiftly as possible.	Whilst some agreements should be expected to be completed within a matter of weeks, and some simple cases might potentially be signed on site during the survey stage, agreements for larger or more complex arrangements may generally take longer, but in all cases the parties should endeavour to respond without undue delay to correspondence from the other side and aim to complete the process as soon as practicably possible.	This removed text is misleading, as even if the relevant surveyor for the Operator had the Operator's standard terms etc that satisfied the Code requirements, the person being met on site is very rarely an authorised signatory for the Site Provider.
6	A2.39	In the absence of terms being agreed between the parties, Parts Parts 4, 4A and 4ZA of the Code¹⁶ each provide for a process whereby the Operator can apply to the court for an order which imposes an agreement between the parties which confers the relevant code rights being sought or provides for the Code right to bind the Site Provider. However, prior to this, the Operator must, if it is reasonably practicable to do so, consider the use of one or more alternative dispute resolution procedures to reach agreement with the Site Provider; in the circumstances described in paragraph 20(3) of the Code, the Code provides for a process whereby a court can impose the terms of occupation and/or the conferring of code rights pursuant to paragraph 19 of the Code. It must be emphasised, though, that one of the principal purposes of this Code of Practice is to establish a voluntary	In the absence of terms being agreed between the parties, Parts 4, 4A and 4ZA of the Code ¹⁶ each provide for a process whereby the Operator can apply to the court for an order which imposes an agreement between the parties which confers the relevant code rights being sought or provides for the Code right to bind the Site Provider even where the Site Provider does not want such apparatus on its land. However, prior to this, the Operator must, if it is reasonably practicable to do so, consider the use of one or more alternative dispute resolution procedures to reach agreement with the Site Provider. It must be emphasised, though, that one of the principal purposes of this Code of Practice is to establish a consensual process, which avoids recourse to the courts.	Highlighting that the incentive is on both parties to negotiate an amicable solution.



		consensual process, which avoids recourse to the courts.		
6	A2.40	When the Operator is carrying out works on a Landowner's Site Provider's property it should endeavour to cause minimal disruption and inconvenience.	When the Operator is carrying out works on a Site Provider's property to install the Apparatus it should endeavour to cause minimal disruption and inconvenience.	Adding clarity to text
7	A2.44	<p>When negotiating access to a site, Operators and Site Providers should consider how they will cooperate with each other in order to manage any EMF risks and ensure (i) the Operator complies with any EMF licence condition that may apply to it; and (ii) the Operator and Site Provider comply with relevant health and safety legislation. In doing so:</p> <p>a. Operators and Site Providers should, as soon as practicable, comply with any reasonable request to provide each other with information they hold that the other party may require to help them carry out an EMF assessment (e.g. site information and information on ICNIRP exclusion zones).</p> <p>b. Operators should, as soon as practicable, comply with any reasonable request to provide a Site Provider with EMF records that demonstrate the Operator's compliance with any EMF licence condition that may apply to it.</p>	<p>When negotiating access to a site, Operators and Site Providers should consider how they will cooperate with each other in order to manage any EMF risks, for example the operator providing relevant site drawings, or the Site Provider controlling access to a rooftop and briefing those that may enter the site of any potential access restrictions that may exist. This will ensure and ensure (i) the Operator complies with any EMF licence condition that may apply to it; and (ii) the Operator and Site Provider are able to comply with relevant health and safety legislation. Operators and Site Providers should, as soon as practicable, comply with any reasonable request to provide each other with information they hold that the other party may require to help them carry out an EMF H&S assessment (e.g. site information and information on ICNIRP exclusion zones).</p> <p>b. Operators should, as soon as practicable, comply with any reasonable request to provide a Site Provider with EMF records that demonstrate the Operator's compliance with any EMF licence condition that may apply to it</p>	<p>The current text mischaracterises the situation. EMF Ofcom licence conditions apply to those Operators that hold an Ofcom Spectrum licence and as such, there shouldn't be a situation where the Operator needs to supply the Site Provider with compliance information. Furthermore, it is Ofcom's role to police this, not the Site Providers</p> <p>We acknowledge, however, that there may be a need to provide information to allow the Site Provider to fulfil its H&S obligations.</p> <p>We further highlight that the text may require further attention in that the EMF licence condition will be binding on the spectrum licensee (e.g. Vodafone, VMO2), but the parties negotiating site access would typically be the Operator/build organisation (e.g. CTIL).</p>
N/A	A2.46	Operators should also negotiate access arrangements with the owner and/or occupier of land adjoining a	Operators should negotiate access arrangements with the owner and/or occupier of land adjoining a site, where use	Clarifying text



		site, where use of that land is required for either constructing and/or maintaining the site. If an agreement cannot be reached, the Operator may seek to exercise its Code rights. ²² (using Code powers, if no agreement can be reached).	of that land is required for either constructing, <u>accessing</u> or maintaining the site. If an agreement cannot be reached, the Operator may seek to exercise its Code rights <u>against that adjoining land owner</u> . ²² (using Code powers, if no agreement can be reached).	
N/A	A2.49	As set out in Stage 2 Consultation Phase, any agreements between the Operator and the <u>Landowner Site Provider</u> should set out how to access sites for operational needs. <u>Annex Schedule B</u> sets out key points for access arrangements. Where necessary, Operators and <u>Landowners Site Providers</u> should meet, prior to entering into a contract, to discuss preferred access routes and processes and agree clear expectations as to what should happen when access is required.	As set out in Stage 2 Consultation Phase, any agreements between the Operator and the Site Provider should set out how to access sites for operational needs. Schedule B sets out key points for access arrangements. Where necessary, Operators and Site Providers should meet, prior to entering into a contract, to discuss preferred access routes and processes and agree clear expectations as to what should happen when access is required <u>to balance the needs of both the Site Provider and the Operator</u> .	Clarifying text
N/A	A2.50	In the case of emergencies, such as where there is a service-affecting fault or the Apparatus is malfunctioning, Operators need to access the Apparatus without delay, in order to resolve the issue and maintain service for customers, including the ability to make calls to the emergency services. <u>However, this should not be utilised by Operators for routine access /maintenance and should not override other access protocols that have been agreed between the parties.</u> a. <u>Wherever possible, Operators should contact When arriving at the appropriate access provisions the parties should seek to minimise their complexity, delay and burden whilst specifying what is reasonable and proper.</u>	In the case of emergencies, such as where there is a service-affecting fault or the Apparatus is malfunctioning, Operators need to access the Apparatus without delay, in order to resolve the issue and maintain service for customers, including the ability to make calls to the emergency services. However, this should not be utilised by Operators for routine access /maintenance and should not override other access protocols that have been agreed between the parties. a. When arriving at the appropriate access provisions the parties should seek to minimise their complexity, delay and burden whilst specifying what is reasonable and proper <u>including clear provision for</u>	Clarifying text



		<p>b. <u>The Operator should ensure that its Apparatus is maintained in a good state of repair;</u></p> <p>c. <u>If a Site Provider becomes aware of any damage to the Operator's Apparatus it should make the Operator aware as soon as possible; and</u></p> <p>d) <u>Any damage caused by the Operator during routine access (maintenance) and minor upgrades should be repaired without delay by the Operator and at the Operator's cost.</u></p>	<p><u>when emergency or out of hours access is required so there is no ambiguity or delay;</u></p> <p>b. The Operator should ensure that its Apparatus is maintained in a good state of repair;</p> <p>c. If a Site Provider becomes aware of any damage to the Operator's Apparatus it should make the Operator aware as soon as possible; and</p> <p>d) Any damage caused <u>to the Site Provider's land</u> by the Operator during routine access (maintenance) and minor upgrades should be repaired without delay by the Operator and at the Operator's cost</p>	
N/A	A2.51	<u>Access for routine maintenance should be organised so that Operators can give sufficient notice where required in accordance with the access arrangements agreed with the Site Provider.</u>	Access for routine maintenance should be organised so that Operators can give sufficient notice where required in accordance with the access arrangements agreed with the Site Provider. <u>It is also advisable to agree access arrangements for Operators in the event of any emergency to avoid any ambiguity or delay where such access is required.</u>	Adding guidance around emergency access.
N/A	A2.53	Where access may be required to other parts of the land owned <u>or occupied</u> by the <u>Site Provider/Landowner</u> , such as where an area of land is required to use a crane or cherry picker, the access arrangements should cover such scenarios and provide that the Operator should return the land to the condition it was in prior to the land being used or accessed.	Where access may be required to other parts of the land owned or occupied by the Site Provider, such as where an area of land is required to use a crane or cherry picker <u>for the period of any works</u> , the access arrangements should cover such scenarios and provide that the Operator should return the land to the condition it was in prior to the land being used or accessed.	Clarifying text
8	A2.58-2.68		To be revisited by NCA working group	We consider that this section as currently drafted strays towards conflicting with the disclaimer in A2.2 that the Code of Practice shouldn't be considered as a guide to the



				Electronic Communications Code. We are aware that fixed and mobile trade bodies have raised issues with the current drafting. As such, rather than suggesting detailed edits at this stage, we believe that the matter should be referred back to the NCA working group for further consideration. Note that depending on the likely timelines, this need not hold up publication of the Code of Practice, with the sharing material forming a subsequent revision.
N/A	A2.71	As a general principle, Operators should ensure that redundant sites and apparatus are decommissioned within a reasonable period after use ceases. However, in the case of apparatus below ground (such as ducts for cables), it may be preferable to the parties for the Apparatus to be made safe and left in place. Operators should discuss decommissioning proposals with Landowners, Site Providers in order to agree the way to proceed. Where a Site Provider requests that Code apparatus (including ducts and cables) are removed, the Operator should remove them and restore the land to its prior condition to the reasonable satisfaction of the Site Provider.	As a general principle, Operators should ensure that redundant sites and apparatus are decommissioned within a reasonable period after use ceases. However, in the case of apparatus below ground (such as ducts for cables), it may be preferable to the parties for the Apparatus to be made safe and left in place. Operators should discuss decommissioning proposals with Site Providers in order to agree the way to proceed. Where a Site Provider requests that Code apparatus (including ducts and cables) are removed, the Operator should remove them and restore the land to its prior condition to the reasonable satisfaction of the Site Provider.	The standard approach in such circumstances is to leave ducting in place to the extent that it doesn't interfere with the Site Provider's usage of the land, because it is less intrusive. We are concerned that the wording encourages removal of ducting – whilst we do not preclude this where there is a reasonable need, this text could be taken to imply that this is the default/normal position. We therefore disagree with its addition.
N/A	A2.73	Where apparatus has been installed by a utility provider, by virtue of a separate wayleave or easement (such as a dedicated electricity supply installed by a recognised statutory electricity undertaker) the Site Provider will need to contact that service provider to discuss its removal. Operators should provide (without charge) assistance and co-operation to Site Provider for the removal of third-party installations such as these.	Where apparatus has been installed by a utility provider, by virtue of a separate wayleave or easement (such as a dedicated electricity supply installed by a recognised statutory electricity undertaker) the Site Provider will need to contact that service provider to discuss its removal. Operators should provide (without charge) reasonable assistance and co-operation to Site Provider for the removal of third-party installations such as these, preferably permitting the Site Provider to take over the contact with the	Providing guidance that it is preferable for the Site Provider to deal with the utility providers directly if they so wish.



			<u>utility provider to deal with the disconnection.</u>	
N/A	A2.79	<u>The intention of both parties should be to reach a consensual agreement. To progress these discussions the parties should respond in a timely manner.</u>	The intention of both parties should be to reach a consensual agreement <u>without undue delay</u> . To progress these discussions the parties should respond in a timely manner.	Clarifying that the agreement should be reached in a timely manner – this aspect shouldn't be restricted to the speed of communications as the current text suggests.
N/A	A2.80	From time to time, <u>Landowners/Occupiers</u> <u>Site Providers</u> will have to carry out essential repairs to their property and, where <u>reasonable possible</u> , it may be necessary for apparatus to be moved temporarily to effect such repairs. In such circumstances, the parties should negotiate in good faith <u>so as</u> to allow the works to be completed, <u>and for the Site Provider to minimise to avoid, so far as far as reasonably possible</u> , any resultant interruption to public communications services <u>and</u> to allow continuity of services. In relation to repairs to the <u>Landowner's Site Provider's</u> property, as part of the good faith negotiations, the parties should discuss the detail of the timings, duration and extent of the works.	From time to time, Site Providers will have to carry out essential repairs to their property and, where reasonable, it may be necessary for apparatus to be moved temporarily to effect such repairs. In such circumstances, the parties should negotiate in good faith to allow the works to be completed, and for the Site Provider to minimise as far as reasonably possible, any resultant interruption to public communications services to allow continuity of services. In relation to repairs to the Site Provider's property, as part of the good faith negotiations, the parties should discuss the detail of the timings, duration and extent of the works, <u>including whether a temporary location is available for the Operator during the Site Providers' works and if so, who bears the cost.</u>	Introduction of text to cover scenario e.g. of space being made available for a temporary mast.
N/A	A2.81	The Code makes provision for <u>Landowners Site Providers</u> to redevelop their property (Paragraphs 30-31), requiring that the <u>Landowner Site Provider</u> should give <u>a minimum of 18 months'</u> notice of the intention to redevelop <u>and amend or terminate Code rights</u>	The Code makes provision for Site Providers to redevelop their property (Paragraphs 30-31), requiring that the Site Provider should give a minimum of 18 months' notice of the intention to redevelop and amend or terminate Code rights. <u>It should be noted that the 18 months' notice cannot expire before the end of the term of the Code Agreement or any earlier break date if one is included</u>	Clarity that the notice period must expire after the end of the term in the Code Agreement.

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N/A	A2.82	Paragraphs 30-31 of the Code are intended for use by Landowners Site Providers who genuinely intend to redevelop their property. Landowners Site Providers are encouraged to give Operators as much prior notice as possible, in order that adequate time can be afforded to allow the Operator to identify alternative suitable sites. Early engagement between Site Provider and Operator is likely to best serve the interests of both parties.	Paragraphs 30-31 of the Code are intended for use by Site Providers who genuinely intend to redevelop their property <u>on expiry of the 18 month termination notice</u> . Site Providers are encouraged to give Operators as much prior notice as possible, in order that adequate time can be afforded to allow the Operator to identify alternative suitable sites. Early engagement between Site Provider and Operator is likely to best serve the interests of both parties.	Clarification that the 18 month termination notice period still applies.
N/A	A2.83	Operators may request to see evidence of the Landowner's Site Provider's intention to redevelop but they should act reasonably at all times, so as not to hinder the Landowner's Site Provider's progress where there is a genuine intention to redevelop. For example, Operators should act in a timely manner to locate suitable new sites with the principal aim that communications services in a locality can be maintained, with the minimum of disruption to the users.	Operators may request to see evidence of the Site Provider's intention to redevelop, <u>and early disclosure may facilitate constructive discussions and collaboration between the parties regarding the termination and removal; however in making such requests but they</u> should act reasonably at all times, so as not to hinder the Site Provider's progress where there is a genuine intention to redevelop. For example, Operators should act in a timely manner to locate suitable new sites with the principal aim that communications services in a locality can be maintained, with the minimum of disruption to the users.	Clarifying text as to the logic of early disclosure.
9	A2.86	Where a Landowner Site Provider is progressing a redevelopment opportunity, consideration should be given to the possibility of incorporating the communications apparatus within the Landowner's Site Provider's property if this is a reasonable and practicable option.	<u>In alignment with local plans such as the London Plan,</u> W where a Site Provider is progressing a redevelopment opportunity, consideration should be given to the possibility of incorporating the communications apparatus within the Site Provider's property if this is a reasonable and practicable option.	Recognition that this clause is in line with planning policy.
9	A2.88	Operators are required to consider ADR, if it is reasonably practicable to do so, before making an application to the courts and must make occupiers and Site Providers	Operators are required to consider ADR, if it is reasonably practicable to do so <u>and likely to be constructive</u> , before making an	Recognition that there must be scope for ADR to yield a positive outcome to make it worthwhile.

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		aware that ADR is available, if a consensual agreement cannot be reached.	application to the courts and must make occupiers and Site Providers aware that ADR is available, if a consensual agreement cannot be reached.	NB the draft CoP is inconsistent with its usage of “ADR” versus “Alternative Dispute Resolution” spelled out in full.
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Vodafone UK
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