



Community *Fibre*

**Response to The Department of Digital,  
Culture, Media and Sport Consultation  
entitled 'Ensuring tenants' access to  
gigabit-capable connections'**

**December 2018**

## Executive Summary

Community Fibre thanks the UK Government, and in particular DCMS, for its encouragement and efforts to support the roll out of full fibre to all properties in the UK. The interventions have created a safe and stable market which has attracted billions of pounds in investment and the growth of new competitors such as Community Fibre, CityFibre, Gigaclear, Truespeed, G.Networks and Hyperoptic.

As one of the largest infrastructure providers of full-fibre to the home (FTTH) in London, the existing regulations are enabling Community Fibre to work efficiently alongside landlords to connect millions of homes and businesses with FTTH.

Changing legislation now risks destabilising the UK full-fibre market which is already working efficiently, especially in urban areas of the UK. This would hinder our efforts to roll out full FTTH networks. In addition, should the legislation change, courts would be required to ensure stringent health and safety requirements are met, currently managed by landlords.

Without any further legislative changes public bodies, owning nearly 2m properties in England and Wales<sup>1</sup>, can act as leaders for other landlords by quickly signing master wayleave agreements with full FTTH Communication Providers. If this is combined with an awareness campaign by DCMS and Communication Providers about the benefits of full FTTH then the target of 15m homes passed with full-fibre by 2025 is achievable.

In UK law, 'Land' means the actual land (i.e. soil, **ground** and earth) plus any **buildings** on the land, fixtures attached to the land. Within this consultation response, we have used the term '**Ground**' to refer to the actual land and '**Buildings**' to refer to dwellings (e.g. properties) attached to the land. In our response it is important to distinguish between **Ground Access** (e.g. to install ducts and other apparatus outside of properties) and **Building Access** (e.g. to install apparatus onto and within a property). This is because the access issues associated with these two different types of 'Land' are quite different.

We do accept that in rural areas where more new underground ducting is required to reach smaller towns and villages then **Ground Access** under warrant, without a specific tenant request, may be required. Should these powers be implemented, we recommend that they should be restricted to **Ground Access** only. Due to the health, safety and quality considerations, warranted **Building Access** is not safe or practical.

If DCMS concludes, from this consultation, that legislation is required to place new obligations on landlords and introduce warranted **Ground Access** then it should also introduce changes that address the valid concerns of landlords, including:

- Giving Communication Providers the right to reduce the wayleave termination notice period below the current 18 months set in legislation.

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<sup>1</sup> Scottish data not available

- Ensuring apparatus installed using a **Ground Access** warrant is open access and enables multiple Communications Providers to install their own fibre-optic cables to each property as this will prevent multiple warrants being granted for the same piece of **Ground**.
- Ensuring that Communication Providers produce detailed designs and method statements before being allowed to install their apparatus, this should be independently checked and verified for quality, health and safety.
- Prohibiting a new **Ground Access** warrant being issued if there are existing; warrants, wayleave agreements for open access full-fibre, or open access full-fibre networks already available.

In a competitive market a Communications Provider that invests in developing strong relationships with their landlord clients should have a competitive advantage over a Communications Provider who fails to make that same investment.

To overcome the complexities associated with installing in-building apparatus DCMS should look again at the successful roll out of FTTP in Spain and consider placing an obligation on all landlords, not just new build landlords, to, over time, install ducts and conduits that will enable multiple Communication Providers to install fibre to every property unit.

## Introduction

Community Fibre would like to thank the Department for Digital, Culture, Media and Sports for their efforts to encourage the roll out of full FTTH to all properties across the UK. Significant progress has been made over the last two years to encourage investment into the infrastructure competition that will keep the UK's Digital Economy competitive within the global marketplace. Of particular note:

- The Communications (Access to Infrastructure Regulations) 2016 that allows innovative infrastructure builders, such as Community Fibre, to install fibre optic cables into the infrastructure of other utility providers. This has been complimented by the ongoing work by OFCOM to make Openreach Physical Infrastructure Access (PIA) service useable by other Communication Providers.
- The introduction of Part R of the Building Regulations which ensures that renovated and new build properties incorporate the necessary infrastructure to enable the installation of full fibre networks in the future.
- The DCMS Barrier Busting team have published guidance on street work best practice to help standardise the process for arranging public highways works across local authorities.
- The City of London has published a standard wayleave toolkit that strikes a balance between the needs of Communication Providers and landlords. However it should be noted that it has taken seven months for this to be updated since the last change to the Electronic Communications Code in December 2017.
- HM Treasury has established the National Digital Infrastructure Fund which has, in conjunction with private sector investors, raised a fund of around £1 billion to invest in the new full fibre-optic networks that the UK needs in order to complete in the growing global digital marketplace.

## Delivering a Dynamic Market

These changes to legislation and regulation have created a safe and stable market into which billions of pounds have now been invested:

- In November 2018 The Mubadala Investment Company announced a further £500m equity investment into Hyperoptic who currently deliver fibre to the basement (FTTB) solutions across the UK. This was on top of £250m of debt funding raised by Hyperoptic in August and means they have a target to deliver their FTTB solution to 5 million homes by 2024. Also G.Networks announced they had raised an initial £60m to fund roll-out of their network to 120,000 properties.
- In October 2018 CityFibre announced a £2.5bn investment plan to bring Full Fibre to the Home (FTTH) solution to 5 million homes by 2025.
- In August 2018 BT Group announced a change to its network investment plans to focus more on FTTH with a target of 3 million properties by 2020 and 10 million by the mid-2020s
- In April 2018 Community Fibre raised £25m, to add to the £10m it had raised in June 2017 from investors including the Railway Pension Fund and HMT's National Digital

Infrastructure Fund managed by Amber Infrastructure Group. Community Fibre has already built London's largest FTTH network and has an ambition to pass more than 1 million homes with full FTTH by 2025.

- In March 2018 M&G Investment Management Ltd invested £270m to purchase Gigaclear who deliver FTTH in rural areas of the UK
- In July 2017 TrueSpeed announced additional investment of £75m from Aviva Investors.

The targets communicated by the UK's Communication Providers above will exceed the UK Government's target of 50% of properties with full fibre connection by 2025 as long as the risk profile for investors remains stable - a core objective set-out of the Government's recent Future Telecommunications Infrastructure Review (FTIR).

### **Market Stability Required**

The evidence above indicates that the interventions already made by the Government are attracting sufficient investment into the full fibre-optic industry to meet the FTIR's ambitions of 50% of properties with full fibre in 2025 and all properties by 2033 (alongside the proposed outside-in approach to public subsidy). This is evidence that the market is working efficiently meaning that further legislation and regulation at this stage would be inappropriate.

Change has a destabilising effect on the market whilst impacted parties understand the implications of the new rules and adjust their behaviour accordingly<sup>2</sup>. For example it has taken almost a year since the last changes to the Electronic Communications Code for the first tribunal ruling to be made. A number of landowners, and their advisors, have told us that they are delaying the signing of wayleaves until they understand the outcomes of these tribunals. Indeed DCMS have previously told us it will be difficult to make further legislative changes until the existing legislation has been tested through the tribunal. There is a risk that introducing new changes before the previous changes have had time to bed in will lead to unintended consequences and market instability.

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<https://www.ispreview.co.uk/index.php/2018/12/telecoms-disputes-over-wayleaves-rents-threaten-to-become-toxic.html>

## Our Responses to Specific Questions

### ***1) Would the placing of an obligation on landlords in the manner proposed encourage more landlords to respond to requests sent by operators?***

Due to the process Community Fibre use to engage building landlords, we do not experience an issue with building landlords not responding to our access requests, and therefore, where the building landlord is known, we do not feel a change to the obligations in the manner proposed is required.

There are regions where identifying the building landlord proves more difficult. Land Registry's open data set provides landlord data for England and Wales, making it simple to contact the landlord. However in Scotland, where this data is less readily available, it can prove challenging to identify the landlord. **Recommendation 1:** Allow Communication Providers to obtain open access to Scottish landlord contact data in the same way open access is available for commercial and overseas landlords using English and Welsh Land Registry data.

To help speed up the rollout of fibre to more rural regions of the UK, especially the 'last 10%', there may be **Ground Access** landlords who are unresponsive to attempts to discuss a wayleave. In this scenario, the manner proposed, if localised to **Ground Access** landlords, and not **Building Access**, would help ensure more landlords respond to requests.

There are however genuine landlord concerns which should be addressed by Government and Communication Providers.

Wandsworth Council has told us as part of our evidence gathering for this response:

"As a freeholder of 32,304 properties, Wandsworth Council are working in partnership with Community Fibre Ltd to bring high speed, fibre optic broadband to its council properties. To date, we have rolled this out to 50% of our council stock and progress continues. The Council does not believe that use of the courts to gain access for installations will improve conditions for tenants, but rather increase risks to the safety and aesthetics of a building. Instead, the Council believes that operators should engage and work with landlords positively, such as the partnership between Community Fibre Ltd and Wandsworth Council."

Landlords, including Wandsworth Council, have told us about some of the specific reasons there is a delay in responding to wayleave requests<sup>3</sup>:

- They are concerned that signing a wayleave will prevent them from renovating or redeveloping their property. The current Code requires a landlord to provide a Communication Provider 18 months notice of termination to a wayleave agreement. **Recommendation 2:** If DCMS concludes the Code needs changing again then it

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<sup>3</sup> Evidence collected from meetings Community Fibre has had with landlords and a survey carried out during the consultation period.

should also be changed so that Communication Providers can negotiate a shorter termination notice period with Landlords.

- There is general distrust of Communication Providers. Many landlords have been told by Communication Providers in the past that they would be installing a future proof FTTH network only to find that the Communication Provider actually installs a cheaper, more energy consuming, less reliable and bulky copper / hybrid solution. **Recommendation 3:** Any additional powers awarded by the Code should only be available to those Communication Providers installing a full FTTH solution.
- Risk of damage to the integrity of their land. Some landlords that have previously granted access agreements have subsequently experienced very poor quality installations carried out by Communication Providers<sup>4</sup>. In some instances this has damaged cladding materials on the building, impacted the operation of other building services and compromised the fire safety integrity of buildings. This dis-incentivises Landlords to grant access agreements. **Recommendation 4:** Communication Providers must provide a detailed survey report, including risk assessments and method statements, before being granted **Ground Access** to install their equipment.
- Costs associated with reviewing and checking the Communication Providers' works. The landlord will often incur costs in supervising the Communication Providers works and managing tenant engagement. **Recommendation 5:** There should be an obligation placed on Communication Providers to cover the reasonable costs incurred by the landlord or their agent in granting a wayleave and managing the installation.
- Lack of space for apparatus. Many cable routes and building risers are already full of old copper cabling. In the past Communication Providers who have stopped providing service to a building have failed in their obligation to remove their apparatus. This means there simply is not the capacity for new cables to be installed. **Recommendation 6: Ground Access** should only be granted once for a particular piece of land. The Communications Provider seeking a warrant should provide the court with the reference offer they will use to enable other Communication Providers to install their own fibre-optic cables within the physical apparatus being installed under warrant. DCMS and / or OFCOM will need to provide guidance to the court on what a reasonable reference offer should include. If multiple Communication Providers apply for a warrant for the same piece of **Ground** at the same time then the Communication Provider with the cheapest reference offer should be awarded the warrant.
- Lack of knowledge. Often landlords are unaware of the obligations placed upon them by current legislation, there is often confusion about who within their organisation, and who within the tenancy chain has the right to approve a wayleave. Landlord's professional advisors might advise landlords against signing a wayleave and provide methods to delay or avoid signing. **Recommendation 7:** Communication Providers and UK Government should run a campaign that builds awareness amongst the UK's landlords about the benefits of a FTTH solution before making further changes to legislation which will cause a period of uncertainty and market instability.

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<sup>4</sup> <https://www.bbc.co.uk/news/technology-45194337>

The Future Telecommunications Infrastructure Review emphasised the importance of developing a competitive market in telecommunications and only using regulation where the market has failed.

Research commissioned by DCMS<sup>5</sup> shows that Spain has achieved a high Compound Annual Growth Rate of 45.3% in Fibre to the Premises (FTTP) connections between 2011 and 2016. The report concludes that the regulations that have facilitated this growth are:

- Regulated access to the physical infrastructure of incumbent Communication Providers. Which is already in place in the UK.
- An obligation on landlords to install duct networks and colocation space that allows several Communication Providers to collocate equipment and blow cables to each flat.
- Putting in place a lean procedure for getting the necessary permits from local authorities and premises' owners.

**Recommendation 8:** Instead of placing an obligation on landlords to grant **Building Access** to multiple Communication Providers to install their own infrastructure within buildings, which brings numerous health and safety complications discussed further below, place an obligation on landlords of multi-dwelling units and commercial properties to install duct networks within their properties that allow several Communication Providers to blow cables to each property unit and a colocation space that Communication Providers are allowed to access.

***2) To what extent would placing an obligation on landlords complement or undermine the facilitation within the Electronic Communications Code of negotiated agreements between landlords and operators?***

Obligating **Building** Landlords will undermine the existing negotiated access agreements of alternative Communication Providers who have already invested in developing positive relationships with those **Building** landlords.

In addition, the agreements Community Fibre have with landlords are subject to commercial returns based on a high capital outlay to install our fibre network. Placing additional obligations on **Building** landlords could undermine our investment risk profile, hindering the roll-out of our network.

The uncertainty created whilst new obligations are consulted on, implemented and then understood will delay negotiated agreements and delay the roll-out of full fibre networks in the UK.

The last review of the Code started with the DCMS commissioned review by the Law Commission in September 2011<sup>6</sup>, the new code was finally enacted in April 2017<sup>7</sup>. The first

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<sup>5</sup> Telecommunications Infrastructure International Comparison by NERA Economic Consulting (March 2018)

<sup>6</sup> [http://www.lawcom.gov.uk/app/uploads/2015/03/cp205\\_electronic\\_communications\\_code.pdf](http://www.lawcom.gov.uk/app/uploads/2015/03/cp205_electronic_communications_code.pdf)

<sup>7</sup> <http://www.legislation.gov.uk/ukpga/2017/30/introduction/enacted>



tribunal cases resulting from the new Code was concluded in November 2018 with others to follow<sup>8</sup>. A period of seven years of uncertainty.

Uncertainty with the future regulatory framework does not lend itself to the market stability and investor certainty that the FTIR called for. Even if DCMS achieves its ambition to implement the changes in the 2020 parliamentary session this will create at least 12 months of uncertainty. However the previous change indicates that the uncertainty could last much longer.

This uncertainty would occur at a time just when the full fibre roll out programmes need to accelerate in order to meet the Government's full fibre ambitions.

**Recommendation 7 [Repeated]:** Communication Providers and UK Government should run a campaign that builds awareness amongst the UK's landlords about the benefits of a Fibre to the Home solution before making further changes to legislation which will cause a period of uncertainty and market instability.

**3) Do you consider that the use of the courts for the purpose of granting entry to operators where they have been unable to contact a landlord is reasonable? If not, why not?**

Although it may be reasonable for a court to grant **Ground Access** to install apparatus across land that is outside a building it is not appropriate for **Building Access** to be granted to install apparatus into or onto a **Building** due to the Health & Safety co-operation required from the landlord.

#### **Ground Access**

We believe that court granted access may be needed for installing apparatus across land which is outside of buildings (e.g. a farmers field). In these scenarios duct is often required to reach rural properties and so an obligation to have a tenant order would not be appropriate. Providing a court process for granting entry to Communication Providers to install apparatus across Land (**Ground Access**) will ensure towns, villages and more remote properties are able to access full fibre broadband without uncontactable landlords preventing customers from this utility.

#### **Building Access**

DCMS must consider the health and safety risks of implementing such a change to the legislation. Installing into buildings must be done with care and requires cooperation from Landlords and their agents to ensure; asbestos records have been checked; passive fire protection systems are properly understood and maintained; and access can be arranged for restricted areas such as basements, building risers and roofs.

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<https://www.gscgrays.co.uk/2018/11/30/the-new-electronic-communications-code-the-first-tribunal-cases-have-been-decided/>

In a post-Grenfell world landlords are quite rightly concerned about all works that take place on and in their buildings. In many cases the landlord has 'Duty-Holder' responsibilities towards the safety of the buildings and its tenants. Having reviewed the Department of Housing, Communities and Local Government report on 'Building a Safer Future'<sup>9</sup> we believe this 'Duty Holder' role will increase into the future. If a court were to grant access to a Communication Provider who proceeded to compromise the safety of the building, what liability would the court have for the damage caused or indeed the tragic consequences that might follow?

There are genuine public health and metering concerns which necessitates the statutory powers of entry granted to the providers of other utilities. For example a damaged water pipe that risks contaminating the water supply needs to be isolated by the water utility, or a leaky gas pipe needs repairing by the gas utility to prevent an explosion. These same public health and metering concerns do not apply in the case of Communication services.

**Recommendation 9:** The use of the courts to grant access to land should be restricted to the installation of apparatus outside of buildings (**Ground Access**). It should not extend to the installation of apparatus within a building (**Building Access**) as this installation cannot take place safely without the cooperation of the landlord or their agent (the 'Duty Holder').

***4) Do you agree that two months is an appropriate amount of time to pass before a landlord is considered absent and an operator can seek entry via the courts? If not, what how much time would be appropriate.***

2 months does seem sensible period of time for **Ground Access**.

As previously discussed warranted access for **Building Access** is not appropriate.

Nearly 2 million properties in England and Wales are owned by the 143 largest landowning public bodies.

Community Fibre has already seen that, in areas where it works with the local authority to install its full FTTH solution at their properties, it then becomes easier to engage neighbouring Housing Associations and Private landlords as word spreads within the community about the difference full fibre makes.

The public sector has an opportunity to lead the way by granting wayleaves to Communication Providers that install full FTTH solutions.

**Recommendation 10:** The Government should set a target for all landowning public bodies to sign a master wayleave with at least one full FTTH Communications Provider within two months. DCMS can facilitate this process by publishing a template Master Wayleave Agreement that public bodies can sign and confirming to them that they do not need to

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<sup>9</sup> <https://www.gov.uk/government/publications/building-a-safer-future-an-implementation-plan>

undertake a procurement process in order to sign a wayleave with a Communications Provider.

Landlords have told us that the use of the term 'absentee landlord' is confusing. In the property industry this term is already used to refer to a landlord that does not live at the property.

**Recommendation 11:** In future communications about these proposals the term 'unresponsive landlord' should be used in place of 'absentee landlord'

***5) What evidence should an operator be reasonably expected to provide to the courts of their need to enter a property and their inability to contact a landlord?***

**Ground Access**

The Communication Provider would need to provide the court with evidence that they had used Land Registry data to establish the name and registered address of the Landowner and appropriate notifications, as per the templates defined by OFCOM, had been sent to the landowner's registered address. The court will need to satisfy itself that the works proposed by the Communication Provider will not present any Health & Safety risks.

The system will be inefficient if multiple Communication Providers all seek **Ground Access** to the same land on different occasions. The UK should follow Spain's example and ensure that apparatus installed under warrant is capable of supporting fibre-optic connections from multiple Communication Providers thereby encouraging infrastructure competition.

**Recommendation 6 [Repeated]: Ground Access** should only be granted once for a particular piece of land. The Communications Provider seeking a warrant should provide the court with the reference offer they will use to enable other Communication Providers to install their own fibre-optic cables within the apparatus being installed under warrant. DCMS and / or OFCOM will need to provide guidance to the court on what a reasonable reference offer should include. If multiple Communication Providers apply for a warrant for the same piece of Ground at the same time then the Communication Provider with the cheapest reference offer should be awarded the warrant.

**Building Access**

As previously described we do not think a court would be able to grant **Building Access** due to the Health & Safety liabilities it would need to assume in granting that access.

Community Fibre's existing works on multi-dwelling units (MDUs) has shown that the landlord plays a critical coordination role whilst works are taking place for example:

- Providing asbestos management reports. Community Fibre has adjusted its cabling designs in a significant number of installations due to the information provided by the landlord in its asbestos management reports.
- Coordination with other works taking place on site and importantly identifying who is the nominated Principal Contractor for a site under the Construction (Design & Management) Regulations. These regulations effectively prevent two Communication

Providers working on the same site at the same time and so the court would need a method to decide which Communication Provider should get Principal Contractor status. Work has been suspended with one Local Authority for a number of months because the Local Authority has been unwilling to take on this coordination role.

- Provides floor plans for the buildings, where available, which importantly show where other services are installed so the installation can be designed to avoid disruption to existing services.
- Provides Fire Risk Assessments and details of the fire compartmentalisation built into the structure. We have come across examples of both older and newly built MDUs that have had defects in their fire compartmentalisation structures prior to our work starting. We have reported these back to the landlord for rectification. How would the court deal with such a scenario?
- Facilitate resident engagement activities to ensure all residents and resident associations are aware of the planned works.

To ensure that the court was able to meet its Health & Safety duties it would need to take on these coordination activities normally undertaken by the Landlord. It would need to obtain information including:

**Before works begin:**

1. The methods by which the Communication Provider plans to install its apparatus and in particular how it will gain access to secure areas such as basements, plant rooms, risers and rooftops to survey and install its apparatus.
2. A Fire Risk Assessment for the building carried out by a competent person confirming that the methods proposed by the Communication Provider will not compromise the fire protection systems within the building.
3. A Refurbishment / Asbestos survey of the building (if constructed pre-2000) to ensure no asbestos containing materials will be disturbed by the works.
4. Confirmation that the Communication Provider has the relevant level of liability insurance to cover any damage that may be caused to the building
5. Proof that the workforce that will be used for the works are properly qualified and accredited.
6. Detailed design documents, risk assessments and method statements from the Communication Provider to ensure quality of a full fibre installation works is appropriate.
7. Checks that no other building services will be impacted by the works.
8. Communications plan to engage with tenants to ensure they are also kept safe and informed during the installation works.
9. Ensure that works are not taking place alongside other works as this creates additional health and safety issues. A principal contractor would be required to oversee multiple installations at the same time. This is an issue seen today in Southwark Council where Community Fibre and Hyperoptic are installing alongside each other.

**Review during the build:**

10. Spot checks to ensure the installation is aligning to the designs and that health and safety regulations are being adhered to

**Verification post build:**

11. Checking the quality of the work, health and safety has been adhered to, and all firestopping has been done to the standards required.

It would be difficult for a court process to manage all of this without the landlord's involvement. This is the main reason we do not believe that warranted **Building Access** is possible without unacceptable risks being taken.

**6. *Is there a need to define what constitutes a request by a tenant for a communications service?***

No - Community Fibre does not think that a request for **Ground Access** should be dependent on a request by a tenant for a communications service. In fact it is important that Communication Providers do not solicit orders from customers until they have the capability to install the service within a reasonable time. Community Fibre has always prospectively installed its network to an area safe in the knowledge that a significant number of tenants will adopt its service due to the much higher quality of service a full FTTH network can offer them.

**Recommendation 12:** A court request for **Ground Access** should not be dependent on having a service request from a tenant.

**7. *Do you agree the temporary access granted by the court should be valid until such a time as a negotiated agreement, underpinned by the Code, is signed between an operator and landlord?***

Yes - we agree that **Ground Access** granted by the court should remain in place until such a time that a negotiated agreement is signed between the Communication Provider and landlord. It is important that the **Ground Access** granted by the court includes provisions for the Communication Provider to continue to access the **Ground** so they can maintain their apparatus until such a time that a negotiated agreement is signed.

If the landlord has plans to redevelop the land in such a way that would require the termination of the temporary court access then the landlord should provide the court with 18 months notice of the need to terminate the court order.

**8. *Would temporary access granted by the court provide an incentive for landlords to re-engage?***

We suspect that this would very much depend on the reasons why the landlord has failed to respond to the wayleave requests. If the reason is that the landowner does not see dealing with wayleave requests as a high priority then it is unlikely that the court **Ground Access** order will incentivise them to re-engage with the Communications Provider.

**9. Do you foresee any issues with operator/landlord negotiations which take place after the installation has taken place?**

We do see an issue where multiple Communication Providers seek access to the same piece of **Ground** to install apparatus. Such a scenario is inefficient and causes unnecessary disruption to the landlord and their tenants. There are also Health & Safety issues if multiple Communication Provider's are working on the same piece of **Ground** at the same time.

**Recommendation 6 [repeated]: Ground Access** should only be granted once for a particular piece of land. The Communications Provider seeking a warrant should provide the court with the reference offer they will use to enable other Communication Providers to install their own fibre-optic cables within the apparatus being installed under warrant. DCMS and / or OFCOM will need to provide guidance to the court on what a reasonable reference offer should include. If multiple Communication Providers apply for a warrant for the same piece of Ground at the same time then the Communication Provider with the cheapest reference offer should be awarded the warrant.

## Summary of our Recommendations

**Recommendation 1:** Allow Communication Providers to obtain open access to Scottish landlord contact data in the same way open access is available for commercial and overseas landlords using English and Welsh Land Registry data.

**Recommendation 2:** If DCMS concludes the Code needs changing again then it should also be changed so that Communication Providers can negotiate a shorter termination notice period with Landlords..

**Recommendation 3:** Any additional powers awarded by the Code should only be available to those Communication Providers providing a full Fibre to the Home (FTTH) solution.

**Recommendation 3:** Communication Providers must provide a detailed survey report, including method statements, before being granted permission to install their equipment at a property.

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**Recommendation 7:** Communication Providers and UK Government should run a campaign that builds awareness amongst the UK's landlords about the benefits of a FTTH solution before making further changes to legislation which will cause a period of uncertainty and market instability.

**Recommendation 8:** Instead of placing an obligation on landlords to grant **Building Access** to multiple Communication Providers to install their own infrastructure within buildings, which brings numerous health and safety complications, place an obligation on landlords of multi-dwelling units and commercial properties to install duct networks within their properties that allow several Communication Providers to blow cables to each property unit and a colocation space that Communication Providers are allowed to access.

**Recommendation 9:** The use of the courts to grant access to land should be restricted to the installation of apparatus outside of buildings (**Ground Access**). It should not extend to the installation of apparatus within a building (**Building Access**) as this installation cannot take place safely without the cooperation of the landlord or their agent.

**Recommendation 10:** The Government should set a target for all landowning public bodies to sign a master wayleave with at least one full FTTH Communications Provider within two months. DCMS can facilitate this process by publishing a template Master Wayleave Agreement that public bodies can sign and confirming to them that they do not need to undertake a procurement process in order to sign a wayleave with a Communications Provider.

**Recommendation 11:** In future communications about these proposals the term 'unresponsive landlord' should be used in place of 'absentee landlord'

**Recommendation 12:** A court request for **Ground Access** should not be dependent on having a service request from a tenant.