

From: **Matt Chilcott** <[REDACTED]>
Date: Thu, 20 Dec 2018 at 09:23
Subject: Ensuring Tenants access to gigabit-capable connections consultation response
To: tenantconnectivity@culture.gov.uk <tenantconnectivity@culture.gov.uk>
Cc: Giles L. Phelps <[REDACTED]>

Please find Net Support UK LTD's response to the Ensuring Tenants access to gigabit-capable connections consultation:

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

This should be an improvement, however, the need for prompter responses needs to take priority before it goes to any kind of legal judgement as the legal route will also take time.

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?

We consider that it complements rather than undermines.

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?

Yes. Legal cover (from lower courts) is required.

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?

1 month is recommended as the time legal processes may also take time and customers get frustrated with long waiting times.

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?

Written evidence from one of the tenants that they want the service and have tried and failed to contact the Landlord. The Telecoms provider needs to indicate who and when they have tried to contact in relation to the Landlord. The Operator should also inform the Court about what they intend to do in the property.

In return we propose that the Court determine a reasonable cost for the landlord to charge to agree the wayleave to address regular conflict between Operators and Landlords concerning unreasonably high costs for the granting of wayleaves.

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

A signed order confirmation would be invaluable otherwise ISPs run too high a risk with court costs.

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

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

Yes

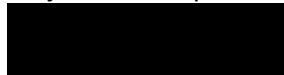
Do you foresee any issues with operator/landlord negotiations which take place after the installation has taken place?

Yes. Concern over being held to ransom for the wayleave cost and possibly asking for connections to be moved.

Kind regards, Matt

Matt Chilcott

Projects Development Lead



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