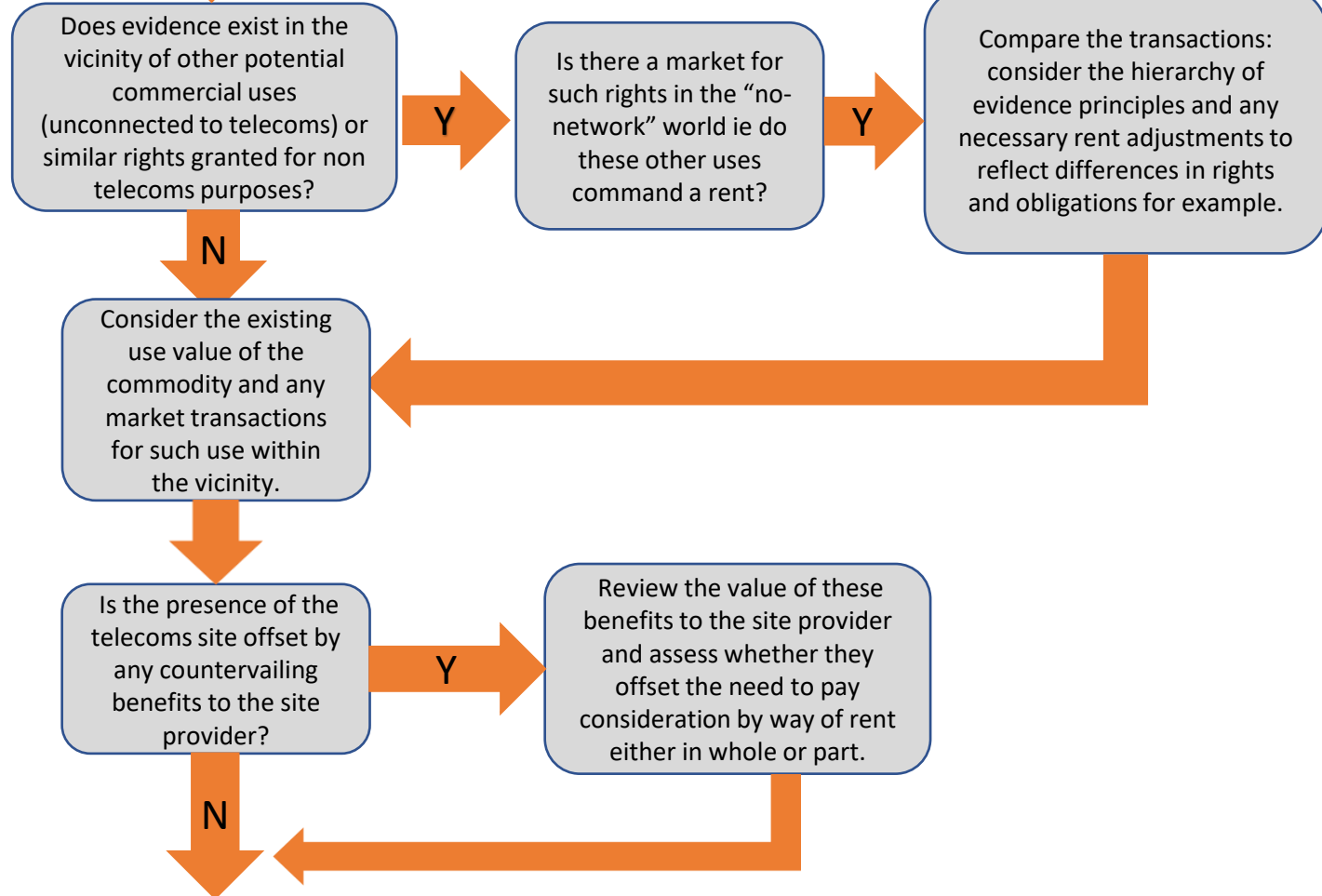
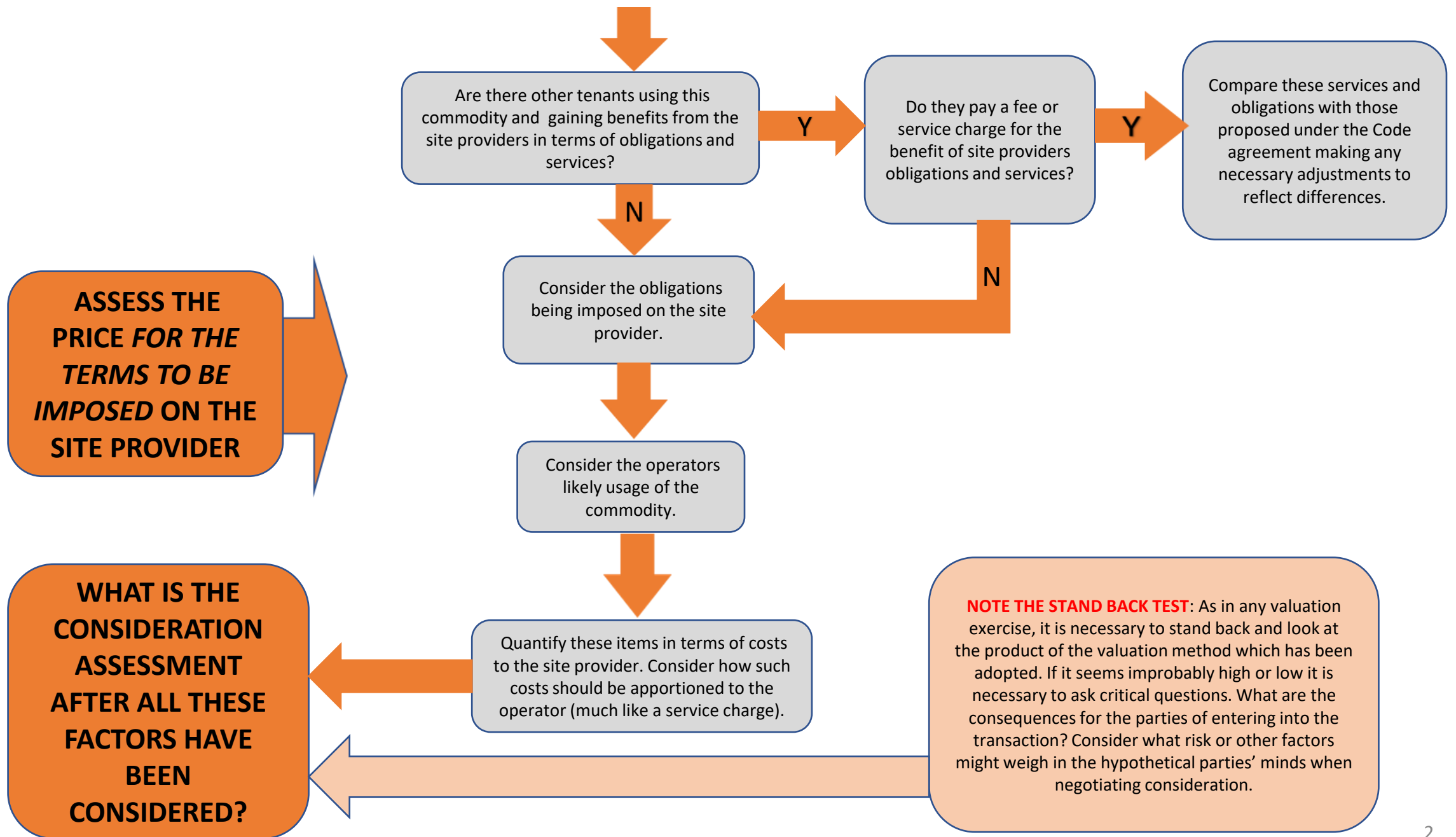


ELECTRONIC COMMUNICATIONS CODE: AN APPROACH TO ASSESSING CONSIDERATION AND COMPENSATION UNDER PARAGRAPHS 24 AND 25

STAGE 1: ASSESSING CONSIDERATION

**ASSESS THE
PRICE OF THE
RIGHTS GRANTED
TO THE
OPERATOR**





STAGE 2: ASSESSING COMPENSATION

NOTE ANY CLAIM FOR COMPENSATION MUST COMPLY WITH THESE THREE CONDITIONS: (1) there must be a causal connection between the acquisition and the loss in question; (2) that loss must not be too remote; (3) the law expects those who claim compensation to behave reasonably, to take the steps a reasonable person would to eliminate or reduce the loss, and to avoid incurring unreasonable expenditure.

NOTE: Recoverable fees do not include costs incurred in resisting the imposition of the agreement in principle, or in attempting to compromise the reference itself (all of which are a matter for the Tribunal as costs of the reference).

What are the site providers reasonable legal and valuation expenses in connection with agreeing the Code agreement?

NOTE: the inability to capture within the assessment of consideration the true value of the land attributable to the it's suitability for telecoms use does not give rise to a loss for which compensation is payable

Has the value of the site provider's land been diminished in value as a consequence of the rights granted?

WHAT IS THE COMPENSATION PAYMENT?

Is there any other loss or damage that has been sustained or will be sustained by that person as a result of the exercise of the code right? This might include any temporary use of the site providers property on un-demised areas for activities such as installation.

NOTE AVOID DOUBLE COUNTING: are the compensatable events already covered within the terms of the agreement eg reinstatement, or costs incurred in permitting access to un-demised areas? Or are they matters which have already been taken account of as part of the consideration assessment (in lieu of a service charge payment) eg general estate management charges, wear and tear to common parts as a result of the operator's presence? Also note for example, if the operator has rights of access equivalent to other leaseholders, any costs incurred for "shadowing" over and above the site providers management function where that is already included in the consideration assessment, do not amount to loss recoverable under compensation.