

## Facilities Management from A to Z



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## obile Phone Masts

Mobile phone masts are a great way for building or land owners to generate income from their property. Mobile phone operators are prepared to pay relatively high rents to install telecommunications apparatus on the roofs of buildings or on land that may have no other use to the occupier.

This is usually by way of a lease, although it is important to be aware that peculiar regulations mean an immediate entitlement to vacant possession is not necessarily available when the lease to a telecommunications operator expires.

At the end of the lease the parties can attempt to make a new agreement for the operator to remain on the premises. However, in the absence of any agreement, the Telecommunications Code entitles telecom operators to serve a notice on the landowner that it requires a new lease.

After 28 days, if no agreement is made, the operator can make an application to the court. The court will be guided by the general principle that no one should be denied access to the telecommunications system.

There are ways by which landowners can challenge this but these are difficult technical areas and it demonstrates the necessity of getting informed legal advice before getting involved in such arrangements.

Before entering into an agreement it is worth considering and understanding the consequences of allowing an operator onto site. If a landowner is looking for a short-term income or has plans to redevelop then it is probably not a wise idea to allow an operator to set up. However, if the landowner is looking at a long term arrangement and has no specific plans for redevelopment then they are less affected by the Telecommunications Code.

When granting an occupational lease to a tenant, the landowner should prohibit the tenant from entering into an agreement with an operator. Otherwise, such agreement would bind the landowner but allow the tenant to receive the income.

The operator should ensure that use of the equipment does not cause any nuisance, inconvenience or disturbance to the owner, occupier or any other person in a building or any neighbouring or adjoining buildings. There should be provision for use of the equipment to be suspended if it is causing interference with other equipment until such time as the interference is remedied.

The agreement should also specify where the electricity for the equipment will be supplied from and what effect this will have on the landlord's back-up and power failure plans. It should also make clear if a contribution is required to the service charge for the use of lifts/electricity/etc. Sometimes, there may need to be a way-leave agreement.

*The Mobile Operators' Association website [www.mobilemastinfo.com](http://www.mobilemastinfo.com) has lots of information about mobile phone masts including the latest advice on safety and health issues*