



Commission for  
**Communications Regulation**

## Information Notice

### Code of Practice on Sharing of Radio Sites

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## 1 Definitions and Objectives

### 1.1 Definitions

For the purpose of this Code of Practice on Sharing of Radio Sites the following definitions shall apply:

‘Host’ means the Operator controlling the radio site which is the subject of either a request for site sharing or of a site sharing agreement with a tenant operator;

‘Licensee’ means the operator who is either the tenant or prospective tenant on the radio transmission site under the Host Operator’s control.

### 1.2 Objectives

This Code of Practice is applicable to radio transmission sites under the Operator’s control<sup>1</sup>.

The objective of the Code of Practice is to facilitate the sharing of radio sites between 3G Operators. Mobile operators in Ireland have long-established procedures in place to facilitate co-operation and site sharing between themselves and with other large users of radio transmission sites. As a result, in recent years the majority of new transmitters have been located on existing sites. Sharing is also encouraged by existing planning guidelines and regulations, notably the Telecommunications Antennae and Support Structures, Guidelines for Planning Authorities (DoE 1996) and the Planning and Development Regulations 2001 (Schedule 2 Class 31).

The Code of Practice provides a common site-sharing framework for all 3G mobile operators and is intended to complement the site sharing commitments contained in the operator’s licences. The adoption of a common framework under the Code will facilitate further sharing of existing structures thus reducing the pressure on 3G operators to acquire new sites.

The adoption of this Code of Practice by an Operator shall not constitute an offer by that Operator to share any individual radio transmission site or set of radio transmission sites with any other Operator or other party.

The Code will entail the following commitments on the part of the signatories to Part 5 of this document:

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<sup>1</sup> The term ‘Radio transmission sites under the Operator’s control’ does not mean that the operator must be the legal owner of the site or structure; the operator may own the site or structure but does not need to do so. The operator may enter into a lease agreement with the owner of the land or structure. This agreement must give the operator sufficient legal title to the land or structure so as to allow the operator quiet enjoyment of the site, the right to sub-lease parts of the site/structure (or enter into other legal arrangements which would allow for third party access to the site/structure) in order to fulfil commitments relating to site sharing including the right to give access to the site/structure to another operator.

## 2 Terms of Agreement

Each Operator participating in this Code of Practice shall grant access to sites under its control on a reasonable, transparent and non-discriminatory basis and as a minimum under the terms of Part 8 of the 'B' 3G Telecommunications Licence or Part 9 of the 'A' 3G Telecommunications Licence (whichever is applicable).

### 2.1 Delivery of Sites

The parties shall use their best endeavours to deliver the sites within a fixed period of time (6 months inclusive of the appraisal period).

### 2.2 Term

The term of the licence agreement shall be for a period to be agreed between the parties subject to the maximum term of the Head lease or licence. The Licensee shall have the option to extend the term for further periods to be agreed between both parties.

### 2.3 Planning Permission

It shall be the Licensee's responsibility to obtain any planning permission required for new equipment on the structure. Where there is a requirement to develop new structures, then the obligation to obtain any planning permission will rest with the Host. If planning permission is required the Licensee should be informed within the 4-week appraisal period.

### 2.4 Termination

Either party may terminate on giving 48 hours notice for loss of licence or 12 months written notice in all other circumstances, except if the site is technologically inefficient. In the event that a Local Authority refuses retention permission, the licence may be terminated immediately. If the Head lease/licence terminates then the site licence will also terminate.

### 2.5 Interference

Should the Licensee's equipment cause undue interference with the Host's equipment, the Licensee shall correct the interference immediately. In the event a third party interferes with the Licensee's equipment, the host shall demand that this interference be eliminated.

### 2.6 Arbitration

In the event that disputes which arise between the parties cannot be solved through negotiations, the dispute will be referred to arbitration for decision.

### 2.7 Insurance

Each party shall insure its own equipment with a reputable insurance company.

### 3 Host's Obligations

#### 3.1 Request for Site Sharing

The Host will reply to a request to share a radio site with an indication of their decision on whether access is to be granted within 4 weeks of receipt of the request.

#### 3.2 Consent

The Host is required to obtain consent required from landowners for additional equipment. In the event that any additional rent is deemed necessary, this additional cost shall be borne by the Host.

#### 3.3 Site Preparation

Each agreement shall outline the obligations of the parties for site preparation.

#### 3.4 Access

Except if stipulated by the agreement, the Licensee shall have the right to 24-hour access to its equipment cabin. If access is required to the support structure which would require an outage to the Host operation then 72 hours prior written notice is a prerequisite. There will be no charge levied for entry to the site. In the event of an emergency, immediate access shall be granted.

#### 3.5 Charges

Any charges for access to radio transmission sites under the Host's control shall be made in accordance with the terms of the Host's Mobile Telecommunications licence.

#### 3.6 Rates etc.

The Host is responsible for the discharge of all rates, statutory charges etc., in relation to its installation. If the Licensee's equipment is rated separately by the Local Authority, the Licensee shall be responsible for the payment of such amount of rates as is assessed by the Local Authority.

#### 3.7 Maintenance

The Host is responsible for the maintenance of the structure and compound. If any damages caused are as a result of the Licensee, the Licensee will repair these.

## 4 Licensees' Obligations

### 4.1 Planning Permission

It shall be the Licensee's responsibility to obtain any planning permission required for new equipment on the structure. Where there is a requirement to develop new structures, e.g., a new tower, then the obligation to obtain any planning permission will rest with the Host. If planning permission is required the Licensee should be informed within the 4-week appraisal period

### 4.2 Health & Safety

The Licensee shall ensure its staff adhere to current health and safety legislation in force and comply with all reasonable requests of the Host whilst visiting the site ensuring that no nuisance is caused directly or indirectly.

### 4.3 Maintenance

The Licensee is responsible for all repairs necessary, to keep its equipment in good condition.

## 5 Signatories to the Code of Practice on Sharing Radio Sites<sup>2</sup>

This Code of Practice was agreed and adopted by the following parties with effect from 13 December 2007 and supersedes ComReg 03/28:

For Eircom Ltd (trading as Meteor)

Handwritten signature in blue ink, appearing to read "Alan Colet Amkareney".


For O2 Communications (Ireland)

Handwritten signature in blue ink, appearing to read "O2".


For Hutchinson 3G Ireland Ltd (trading as Three Ireland)

Handwritten signature in black ink, appearing to read "David Hennessy".

For Vodafone (Ireland) Ltd

Handwritten signature in black ink, appearing to read "DM".

Witnessed by

Handwritten signature in black ink, appearing to read "David W. Thorne".  
13/12/2007

On behalf of ComReg

<sup>2</sup> ComReg 03/28R