

# SCHEDULE 7

## Landlords Guidelines (Technical and Installation Requirements)

### 1.1 Pre-Start Information Required

Once there is an agreement in principle to proceed and a signed data sharing agreement is in place, the Landlord will arrange access to premises for the Operator and/or their contractors to complete the relevant survey of sites to produce planning (route) packs for wayleave agreements. The Landlord will also provide a copy of the wayleave agreement for the Operator to review.

Following the receipt of planning (route) packs the Landlord will provide written notification to the Operator whether the apparatus and routes are approved in 14 working days. If not approved the Operator may submit new plans. The Operator will also submit installation proposal drawings for the Landlords approval.

Once the Wayleave agreement is in place the provider should complete their preparations to mobilise on-site and submit the required pre-start information to the Landlord. A pre-start meeting with the Landlord must be undertaken a minimum of two weeks in advance of the Operator's proposed start date and details of the Operator's arrangements for managing the works on site must be provided to the Landlord a minimum of two weeks in advance of the requested pre-start meeting. This will enable the Landlord to arrange access to the relevant areas on site. For the avoidance of doubt: contractors must not enter lift rooms or boiler houses under any circumstances. If access is required to any boiler house, contractors must notify the Landlord in advance who will arrange for a member of the regional team to accompany contractors.

Pre-start information is to be provided by the Operator to demonstrate that it has in place arrangements for:

- compliance with the Landlord's technical and installation requirements as specified in Schedule 7 of the Wayleave Agreement communication and relevant permits with Local authority teams such as KCC Highways
- the management of health and safety and particularly the requirements of Construction Design Management Regulations
- appropriate resident consultation i.e. notices of works being delivered to tenants, publicly displayed in communal areas and a letter of authority/contact information for contractors to carry

Information required will include (but is not limited to):

- Copies of listed building consents where relevant
- Confirmation of arrangements to address matters as detailed in the technical report

- Details of welfare facility and locations\*. (the Operator is responsible for the provision of their own self-contained welfare facilities which must comply with the requirements of the CDM regulations 2015.)
- Key personnel directory including roles, email and telephone contact details
- Programme of works
- Construction Phase Health and Safety Plan as required by the CDM Regulations 2015
- Estate relevant Risk Assessments and Method Statements for the works.
- Appropriate targeted asbestos refurbishment surveys
- Details of how equipment is to be transported round the blocks e.g. use of hoists
- Arrangements for third party certification of fire stopping work including provision of certification
- Details of products proposed for the scheme
- Details of arrangements for highway notices
- Draft resident letters and consultation plan
- Insurance required by the Wayleave Agreement

To support pre-start preparations the Operator should secure from Landlord:

- Risk flag information
- Asbestos management surveys
- Fire Risk Assessments
- Roof Hazard Assessments
- Specific requirements for elements of the structure affected by their work, for example roofs under guarantee, class O painted surfaces
- In house knowledge on specific buildings/estates matters, for example major works programmes, repairs issues

It is recommended the Operator clarifies with Landlord:

- Requirements for 3rd party accredited fire safety contractor
- Requirement for Asbestos consultants
- Any relevant Electrical Certification

\*The location of the welfare facilities is subject to agreement by Landlord at pre-start stage. Proposals are to be provided to/ agreed by Landlord prior to commencement of the works. Welfare must be in place prior to commencement of works

## 2. Regulatory Compliance

### 2.1 Fire Regulations

The Landlord will supply the Fire Risk Assessments for each of the relevant premises once there is agreement in principle to proceed. The Fire Risk Assessments must have been reviewed as part of the design process, and any work that will be required to improve fire safety as a result of the broadband installation must be highlighted in the proposals submitted to the [Landlord].

Where affected by the work, a full condition survey of each riser will need to be undertaken, documenting (including photographing) the condition of the existing fire stopping between each floor. This will need to be provided prior to commencement of the proposed works. This will avoid any potential disputes at a later date concerning the responsibility for reinstatement.

No equipment including (but not limited to) cables, cabinets, or conduits can be installed on risers, in riser routes, in proximity to riser access areas, or in any other location that could impair the working of the Fire Brigade, Landlord's contractors or tenant movements.

Where cable routes penetrate compartment walls and floors, appropriate fire stopping methods should be employed by the use of third party certified products including intumescent sealants and fire batts. Fire stopping products used must be tested to the relevant and current British standard: for example, BS476-7: 1997 (Fire tests on building materials and structures) Part 20 (Method for determination of the fire resistance of elements of construction – general principles) and Part 22 (Methods for determination of the fire resistance of non-loadbearing elements of construction). All wiring must comply with the requirements of BS 7671 Section 527 (Selection and erection of wiring systems to minimise the spread of fire). No cables are to enter or pass-through lift shafts, lift motor rooms, boiler rooms and power supplies must not be taken from any distribution boards located in lift motor areas. Cables must not be run through voids, ducts etc. that are not designed to take cables, such as dry risers, and smoke extraction/ventilation shafts. All product information sheets/certification is to be provided to Landlord prior to commencement of works.

Please note the use of a third party installer for passive fire protection is a Landlord requirement to demonstrate competence and provide assurance that products have been correctly installed. Upon completion, we will require certification from the installer for any and all passive fire installations.

The exteriors of premises with EWI and/or cladding must not be drilled into or penetrated in any way (i.e. no cabling or other apparatus is to be passed through or fixed to the exterior of premises with EWI and/or cladding).

Where proposals involve disturbing internal decorations, the onus is on the Operator to seek to clarify with Landlord if Class O paint is in place.

Where class O paint is in place cable routes that avoid damage to Class O painted surfaces must be proposed and agreed with the Landlord on site. It is not permitted to damage Class O paint in any way.

In the event that Class O painted surfaces are damaged then the cost of all remedial work will be met by the Operator. Reinstatement of Class O paint up to 1m radius from any penetration will be deemed acceptable. To maintain the security of electrical intake rooms/cupboards, and to ensure that their communal areas and escape routes remain free of hazards, plant and equipment must not be stored in these areas for the duration of the installation works, be kept to a minimum and attended at all times.

## 2.2 Asbestos Regulations

The Operator should seek to obtain from the Landlord, any existing information concerning the presence of asbestos-containing materials located in the buildings or in areas that may affect the cable installation works. The landlord will supply the asbestos register and related information for each of the relevant premises within 14 days of signing this Wayleave Framework. Should information on the presence of asbestos not be available, this does not waive the obligation that the Operator has which is to make themselves aware of any potential asbestos present on the estate. Any asbestos queries should be flagged at the survey stage and incorporated into the design.

The Operator will be required to carry out all required Refurbishment and Demolition asbestos surveys for all parts of the proposed works in accordance with HSG 264. All costs associated with these surveys and any associated costs concerning work to protect or remove asbestos-containing materials affected by the proposed works will be borne by the Operator. Evidence and copies of these surveys/works must be provided to Landlord prior to commencement of proposed works by the Operator. Works may not commence until these are received and endorsed by Landlord.

Should any asbestos-containing materials be discovered whilst works are being undertaken, the Operator must comply with the Control of Asbestos Regulations 2012 and all Health and Safety Executive guidance concerning the removal of asbestos as required to facilitate the proposed works. The Operator should use an asbestos removal contractor, which holds a 3-year HSE removal licence. All costs associated with the safe removal of any found asbestos and reinstatement thereafter will be borne by the Operator or alternative methods of installation proposed by the Operator.

Air monitoring certificates must be provided to the Landlord following any licenced removal works. This is to confirm the area is fit for occupation following licenced asbestos removal.

## 2.3 Building Regulations

It is the duty of the Operator to apply for and comply with any relevant Building regulation requirements. It should be noted that the obligation of the Operator to comply with building regulations is not in any way altered or removed by any discussion with Landlord's staff on technical matters.

## 2.4 Planning Control

It is the duty of the Operator to apply for and receive permission for any planning, Listed Building or Conservation Area consent required in relation to buildings being worked on. It should be noted that the obligation on the Operator to comply with planning requirements is not altered or removed by any discussion with Landlord's staff on technical matters.

## 2.5 Electricity at Work Regulations 1989

The Operator is to ensure the safety of all operatives against the risk of death or personal injury from electricity in work activities as a consequence of the proposed Broadband cable installation works and to indemnify the Landlord against any liability in this regard.

## 2.6 Health and Safety Work Act 1974

The Operator, as the employer, is to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all their employees and to indemnify the Landlord of all liability in this regard.

## 2.7 Management of Health and Safety at Work Regulations

Many of the duties overlap with those of CDM but where they go beyond CDM (for example concerning young people and expectant mothers) additional measures will be needed to comply fully with MHSWR.

They require the employer to:

1. Undertake an assessment of the risks to health and safety of their employees and others who may be affected by their work activity. Employers with 5 or more employees should record the significant findings of this risk assessment. The following General Principles of Prevention should be applied. Many people refer to this listing and derivations from it as a hierarchy of risk control.
  - avoiding risks;
  - evaluating the risks which cannot be avoided;
  - combating the risks at source;
  - adapting the work to the individual, especially as regards the design of workplaces, the choice of work equipment and the choice of working and production methods, with a view, in particular, to alleviating monotonous work and work at a predetermined work-rate and to reducing their effect on health;
  - adapting to technical progress;
  - replacing the dangerous by the non-dangerous or the less dangerous;
  - developing a coherent overall prevention policy which covers technology, organisation of work, working conditions, social relationships and the influence of factors relating to the working environment;
  - giving collective protective measures priority over individual protective measures; and
  - giving appropriate instructions to employees.
2. To make appropriate arrangements for managing health & safety. Employers of 5 or more should record these arrangements
3. Undertake any health surveillance as is necessary regarding the employees when it has been determined by the risk assessment

4. To appoint competent people, preferably their own employees, to assist in the above measures. Where there is more than one competent person appointed there must be adequate co-operation between them
5. Establish procedures to be followed by any employee should situations arise which could present serious or imminent danger i.e. an evacuation procedure
6. Provide relevant information on health & safety in an understandable form
7. Ensure co-operation and co-ordination between employers and the self-employed sharing a workplace
8. Ensure employees are given adequate health and safety training and are not given tasks beyond their competence or physical capabilities
9. Provide temporary workers with the appropriate health & safety information to enable them to carry out the work safely

Employees also have duties under MHSWR to:

- Report any shortcomings in health & safety arrangements
- Report dangerous situations
- Use equipment in accordance with training and instruction
- Take reasonable care of their own health & safety and those of others who may be affected by their acts or omissions

## 2.8 Construction Design and Management Regulations 2015

The Operator must ensure that they and their appointed contractors comply fully with the Construction Design and Management Regulations 2015 (CDM). The Operator will need to appoint a Principal Contractor and the Principal Contractor will be required to issue a Construction Phase Health and Safety Plan as required by the CDM Regulations 2015, which will include the issue and endorsement of the Estate Relevant Risk Assessments and Method Statements for the works.

The Operator is required to act as the Client and carry out all Client duties to satisfy the CDM Regulations. This includes appointing a Principal Designer which may be the Operator also and appointing a Principal Contractor.

The Landlord, for the purpose of CDM Regulations, have a vested interest in the works in so far as Landlord has a vested interest in health and safety of the residents and staff. To this end, the Landlord will want to satisfy themselves that the Operator is adhering completely with health and safety regulations and reserve the right to audit paperwork provided by the Operator including the Construction Phase Health and Safety Plan and Risk Assessments and Method Statements.

The Operator will, however, have ultimate responsibility for health and safety compliance on their project, all duties of this nature are absolved by the Landlord.

## 3. Health and Safety Compliance

The Operator is responsible for their own health and safety and project management on the project and the position with regard to Landlord's costs associated with poor performance.

The Operator will have ultimate responsibility for health and safety compliance on their project, all duties of this nature are absolved by the Landlord.

Further details regarding pre-start information is detailed in section 1.

As part of their pre-construction activity the Operator is to secure information including but not limited to from Landlord:

- Risk flag information
- Asbestos management surveys
- Fire Risk Assessments
- Roof Hazard Assessments
- Specific requirements for elements of the structure affected by their work, for example, roofs under guarantee, class O painted surfaces Landlord's in house knowledge on specific buildings/estates matters, for example major works programmes, repairs issues

It is recommended the Operator clarifies with the Landlord:

- requirements for 3rd party accredited fire safety contractors
- Requirement for asbestos consultants

The Operator is to:

- Ensure that resident communication is issued at various stages of the project as detailed in section 5.1 and agreed at the pre-start meeting. Draft documentation to be approved by Landlord prior to issue.
- Ensure that their appointed contractor(s) complies with health and safety legislation including the CDM regulations 2015
- Secure from their principal contractor a construction phase plan including risk assessments and method statements outlining scope of works and to share this with Landlord in advance of the pre-start meeting
- Ensure that Site Specific Risk Assessments & Method of Works are available on site at all times and that all operatives have their credentials on them or within the H&S information pack on site as a means of demonstrating compliance.
- Ensure that man-safe systems, where in existence, are not used without the express permission of the Landlord. Where permission is granted, the Operator will be responsible for ensuring compliance with the Working at Height Regulations and for providing their own pull tests and verifying that the man-safe provision is adequately safe for their operatives/contractors to use. Note that any element of works in this area is to be discussed at the pre-start meeting where compliance with the Working at Height Regulations will need to be outlined and reviewed.
- Ensure the provision of their own self-contained welfare facilities which must comply with the requirements of the CDM regulations 2015. The location of the welfare facilities is subject to agreement by Landlord at the pre-start stage. Proposals are to be provided to Landlord and agreed with Landlord prior to commencement of the works.

- It is acknowledged that in many instances these works will not be notifiable and as such do not require an F10 notification. The position for each site should be discussed with Landlord as part of the pre-start meeting. Where applicable the Operator must ensure that the F10 Notification of Project form is issued to the Health and Safety Executive. A copy will be required to be issued to Landlord for record purposes.
- Ensure that all site Inductions required for own staff, sub-contract staff and any visitors to site are undertaken and to produce records of site inductions carried out as and when requested.
- Ensure that parking arrangements as described in section 5.4 are emphasised to all the Operator's staff and contractors
- Ensure that Personal Protective Equipment for all staff/contractors working on the site and for any visitors that would like to inspect the work.
- Ensure that waste collection arrangements do not introduce a risk of arson to the site. Rubbish must not be left within or outside of our blocks at any time and where the Landlord agrees the Operator may use a skip these should be protected and have fire rated lids.
- Ensure that a first aid officer is nominated by their contractor and name provided to Landlord.
- Inform Landlord of any accidents and incidences and near misses in relation to on site works. This needs to be recorded in an accident logbook. The Principal Contractor must also be notified.
- Inform Landlord of any resident interaction, for example, complaints made on start.
- Inform Landlord of any anti-social behaviour, threats to contractors, signs of hoarding and any other issues within our buildings or across our estates asap so that Landlord can take appropriate action
- Provide at the end of the scheme, relevant sections of the Operation and Maintenance manuals for the works carried out to Landlord managed blocks in so far as they affect matters of asset protection and / or health and safety. The extracts will need to include for As Built information on the installation works carried out by the Operator.
- Provide an appropriate health and safety files to the Landlord at the end of the installation scheme. This should include any matters that relate to asset protection and health and safety, such as, asbestos information, fire certification and records.
- Ensure that current COVID-19 guidelines, RAMS are adhered to

Notwithstanding the Operator's absolute responsibility for matters of health and safety on the site the Landlord may however:

- Stop works at any time should there be any issues in relation to the safety of our employees and residents as a consequence of the works being carried out by the Operator
- audit paperwork as and when required,

All for the interests and the safety of our employees and residents. All operatives must sign in and be properly inducted.

## 4. Asset Protection

### 4.1 Cable Trays and cable routes

The Operator may use the existing cable trays and conduit where feasible and where there is adequate space and the Landlord has agreed the proposed cable routes. Existing cable within the cable tray must not be affected so as to obviate any possibility of maintaining the cabling. Where no cable trays are present the Operator will be required to supply new metal tray to be suitably fixed so as not to affect the existing guaranteed in place. Any new trays must be installed in a way to 'future' proof for further installations and upcoming planned works

Generally, cable containment routes should not pass over or be tied to existing cable trunking and cabling must not be installed through existing door timberwork. However, where route options are limited and the Landlord's asset team have agreed the crossing of existing containment systems will be considered. If agreed, it will be the Operator's responsibility to ensure access to the existing trunking is still maintained. How this is achieved will be discussed at the planning stage. In most cases it will involve cutting the lid of the existing trunking on either side of the newly installed trunking, enabling future removal of trunking lid.

Existing trunking systems containing 230/400 volt cabling must not be worked on (i.e. lids removed/replaced, holes drilled) whilst cabling is 'live'. The Operator must provide residents and the Landlord with at least 10 working days' notice (with estimated down time) where electrical shutdowns are required. When multiple shutdowns are required, it will be the network providers responsibility to manage the process and liaise with residents, this will include dealing with any queries or special requirements that residents may have. During electrical shutdowns a Landlord's representative should be present (where available).

It is the Operators responsibility to make sure any lifts in the building are operating correctly following the shut-down. The Landlord must be informed immediately should there be any issues with the lifts. If a lift engineer is required to attend site, the provider may be recharged for the call out.

To prevent the introduction of additional fire risks to communal areas and to keep aesthetic integrity, trunking within the internal communal staircases and corridors MUST be steel and powder coated to suit surroundings (generally white). Galvanised trunking may be acceptable where buildings have a limited life span, or the existing electrical containment is galvanised. The use of galvanised trunking must be authorised in writing by the Landlord. Long lengths of flexible metal conduit are not to be used for any aspect of installation on public view.

Landlord strongly suggests that all external trunking accessible from ground floor level and all external trunking accessible from platform access floors or external/ open staircases is steel and that security screws are utilised.

Where the Operator elects to use a lesser containment system, their attention is drawn to section 4.3

In any event cabling situated within external platform access blocks and staircases MUST at minimum be appropriately clipped with a fire compliant clip/ bolt system to ensure that cables remain secure in the event of a fire (refer to table D1 of BS7671OSG, which, although for low voltage cables, provides a useful guide). The system proposed should be approved by Landlord during the mobilisation period. Any cable routes requiring new holes drilled or existing ones utilised, it will be the responsibility of the Provider to seal or reseal these with approved fire stopping materials. There are buildings where previous internal works, and/or the design of the trunking does not allow multiple operators to utilise existing, or install additional, trunking. Where space is not available to install additional trunking and the existing trunking can accommodate only a limited number of operators, the Landlord will follow the first come first serve principle with the caveat of aiming to provide space for at least one wholesaler of broadband service.

The Landlord's technical team will support operators to find suitable technical solutions to overcome site limitations, but can't guarantee that such a technical solution exists in all cases, therefore operators are advised that the outcome of the planning package review can be the rejection of the planning package on the grounds of available space or aesthetic impact on the property (e.g. all cable routes should follow the perimeter of walls and ceilings), in addition to any future planned or currently ongoing works. Review of the planning package happens during the planning application (method statement) approval process and the options for connecting each specific block will be assessed based on following:

1) Internal installation:

- a. Should there only be space available for a single operator to install trunking to provide connections for a block then the Landlord's preference will be for the first available wholesaler of broadband to provide the new cabling in order that residents may still purchase broadband services from a variety of providers (i.e. that a monopoly situation is not created in relation to access to fibre broadband services). The readiness for a wholesaler to install to a block will also be taken into account in any decision, and this may require the Landlord to consult with the residents of the block first in order to determine the appropriate course of action.
- b. If when the first operator comes to a building to install fibre broadband and there is no suitable or further space remaining for subsequent installation, then the operator will cost up the installation of the trunking required to connect that block. Additionally, the operator will cost up the installation of trunking that would be capable to accommodate space for multiple operators (at least 1 more, but ideally for 2-3 operators depending on available space and the guidance of the Landlord's technical team). The Landlord will assess the relative merit of covering the difference in cost in materials between the use of a larger size trunking and the one the operator would otherwise require for their own needs. This first operator will then be expected to install the

larger size trunking if required to do so by the Landlord. In this case the operator is only responsible for installing the trunking. If the cable is to be hidden by being coiled inside the trunking or tray, this would be acceptable, but if it is to be coiled outside residents' front doors, then an external box should be installed large enough to coil all operator's cables in. The operator will also be responsible for the initial firestopping of the trunking they are installing. The arrangements for safe and appropriate sharing of the trunking between telecoms operators and any associated maintenance responsibilities will be managed through specific terms within the wayleave or arrangements within the planning package itself; these will be agreed at the time.

- c. If the Operator is not a wholesaler and is not the first operator to propose installing broadband to a block, then:
  - i. in the case where a wholesaler has already connected the block with larger size trunking then the Landlord will grant access to any subsequent operator to utilise the remaining trunking capacity on a first come first serve basis. Capacity may be utilised with any remaining space until the full capacity of the existing trunking, with allowance for maintenance and repairs of existing cables, is fully utilised. If an operator is granted access to existing communal network trunking, they will be responsible for any fire stopping and resealing of any fires stopping they disturb or create.
  - ii. in those cases where there is space within existing trunking without cabling by a wholesaler and with available space for an additional operator, then any subsequent operator will first be expected to install cabling through existing trunking, while making sure they don't interfere with any existing cabling, and ensuring sufficient space remains for maintenance and repairs to any existing cabling and space for suitable installation by a wholesaler operator.
  - iii. in those cases where separate parallel trunking is required in addition to that installed by the first party entering the block, and this can be accommodated appropriately from a technical perspective, then this may be considered if no further capacity is available within existing trunking. However, such proposal for parallel trunking may be rejected on aesthetic grounds if it is felt that it would be detrimental to, or deemed unsightly in the eyes of, the residents within a block. This may also be rejected due to future planned works or currently ongoing works that may cause complications. Appropriate consultation with the residents may be required to demonstrate acceptance and agreement for more than one routing of broadband/telecoms trunking being internally installed within a block. In such cases, the costs of resident consultation will be met by the operator, and the requirements for the consultation will need to be agreed with the Landlord.

## 2) External installation:

- a. If the Operator is a wholesaler, then the first wholesaler proposing to install service to a block will be given priority where the space for external

cabling/attachments is limited. The Landlord's aims to secure a connection for every block to service from a suitable wholesaler of broadband connectivity. If a building has already been provided with a connection by one wholesaler, then any subsequent wholesaler interested in installing cabling to that block will be treated equivalently to all other operators.

- b. If an Operator is not a wholesaler and is the first coming to the block to install fibre broadband, then the Operator will be asked to install its own catenary cable and related connections to the building or utilise an existing catenary cable if that is an option.
- c. If an Operator is not the first wholesaler and/or is not the first operator coming to a block to install service for fibre broadband, then the Landlord's technical team will assess if the conditions will allow for the installation of additional catenary cabling or sharing of an existing catenary cabling beyond the existing arrangements. Where sufficient external space is technically available for additional cabling to be installed, the Landlord will also apply appropriate aesthetic consideration to its review of planning packages, this will consider the following:
  - i. the maximum amount of externally attached catenary cabling, in the majority of situations, will number 2 per block installed in parallel to minimise visual impact. If a sharing agreement is agreed similar to internal trunking, then we would accept up to 3 different operators attaching to one of the catenaries. If an IRS catenary is already in place, this will count as one of the two and should not be utilised, at which point we will consider part (ii).
  - ii. in special circumstances, the Landlord may either allow additional catenary cabling to follow a different route or extend to a maximum of 3-4 catenary cables per block where special circumstances allow for this to happen in an aesthetically and technically appropriate way that would not impinge on maintenance access and or future improvements to a block. Appropriate consultation with residents may be required to secure acceptance for additional cabling.
- d. Should the existing catenary cable not belong to a wholesaler, and a further operator whom is also not a wholesaler of services seeks to install their own catenary cabling, then the Landlord reserves the right to retain the routing space for another (2nd) catenary cable to be attached by a future wholesaler of broadband service. The expectation in such situations is that:
  - i. the second non-wholesaler operator will first need to seek to make arrangements with an existing operator to utilise the existing catenary cable and/or attachments before the need for an additional catenary cable is considered.
  - ii. they may alternatively seek to install in advance the 2nd catenary cabling on behalf of a suitable wholesaler, provided they can demonstrate that such cabling will accommodate both the needs of their own network and also that of the future wholesaler, together with evidence that they have the support of and ready arrangements in place for, subsequent installation by that wholesaler. If any adjustments

need to be made by the wholesaler to utilise it for their system, the wholesale operator planning to use it will be responsible.

Additional requirement of the Landlord:

The last operator to work on any shared trunking, tray or catenary will be responsible for it. The Landlord requests that any work done (maintenance, installation, connections etc) is made note of with pre and post photos, dates and what work was undertaken. In the event of a dispute or that any part of the installation is damaged we will request the photos and notes, which will give us a record of the last operator there to work on it. This will also include fire stopping- the last operator to work on the system will be responsible for any fire stopping they required or that needs reinstatement.

Installations must not block access for residents or contractors to interfere with or prevent the routine of essential on-going maintenance of existing services and utilities (e.g. down tapes for LPS; down pipes; rainwater pipes; guttering; cable TV; IRS cable infrastructure; residents' individual satellite dishes; windows; doors; walkways etc.). Wherever possible, cabinets should be sited out of the view of residents – and as a minimum, ideally should not be visible upon the main approach to a building entrance.

Lateral mains trunking, which houses power cables, should not be used to install fibre-optic cables. Similarly, any containment that is not compartmentalised should not be used due to health and safety risks. To avoid interference communication cabling must where possible be kept at a minimum and reasonable distance from all power source and supply cabling.

Best practice and common sense must be applied when siting equipment cabinets. This includes, but is not limited to, not blocking doors or other access (or egress) points or locating cabinets in areas that damage or cause distraction to the aesthetics of a building. Wherever possible, cabinets should be sited out of the view of residents – and as a minimum, ideally should not be visible upon the main approach to a building entrance.

## 4.2 Core Drilling/ Drilling

All drilling works planned externally to allow cabling to enter buildings should be from the outside towards internal areas at all times, however, it is acknowledged that this is not possible when installing into a customer's property. Pilot holes must always be performed prior to breaking through walls, to minimise break-out of brickwork externally and to avoid causing damage to decorations internally. Equally, all fixings to external masonry are to be sealed to prevent water ingress and rain loops must be used for every cable entry point. Window frames must be always avoided: neither window frames nor door frames in common areas are not to be used to pass cables through from external walls to internal parts of buildings.

Core drilling should be avoided where at all possible. Where there is no alternative to core drilling the Operator must ensure that the structural integrity of the building will not be compromised. If in doubt a structural surveyor must be consulted. For other

services, cables must not be affected by the core drilling either in respect of cutting cables or as a result of damping down work associated with the core drilling.

All works must not start before 8am and must finish before 8pm except works to the structure or interior which must finish by 6pm.

In the event of any damage to services as a result of core drilling (or indeed any other activity) the relevant Landlord contact must be notified as a matter of urgency. The Operator will be responsible for the full cost of remedial works and the Landlord's time charges associated with management of the same.

The Operator will also be expected to write to all affected residents taking full responsibility for and apologising for the inconvenience, and to consider appropriate compensation for residents for example contributions to community funds.

#### 4.3 Call out information/ Maintaining Operator's Equipment in Good Condition

Where required the Operator is to provide the Landlord with call out information for the Operator to attend site to rectify any issues in relation to failing cable installation which may arise from time to time.

The broadband provider is expected to take all necessary steps to maintain their network/equipment in good condition.

Landlords reserve the right to carry out an annual inspection where the integrity of equipment affects communal spaces within their control.

This annual inspection regime will be focussed on identifying and seeking resolution of any outstanding maintenance issues relating to the Operator's infrastructure. This inspection is intended to identify matters relating to asset protection; asset integrity; health and safety; and the impact of the broadband infrastructure on the block.

Landlords reserve the right to carry out and charge for an annual check of the integrity of cables within communal areas.

#### 4.4 Cabling

Cabling is to be marked-up for identification purposes and always left in a tidy condition including to roof locations and must not cause conflict with existing cables of separate ownership, nor deter from the capability of others to maintain their own cabling or Landlord's own equipment.

#### 4.5 Work to Roads, Paving and grassed areas

It is the Operator's responsibility to identify those roads/areas that are adopted and to apply to the Kent County Council Highways department in the usual way for the necessary consents prior to roads being excavated.

For estate road closures/detours/bay closures, an allowance will need to be made in the programme for a 10 working day notice period to the Landlord, allowing bay closures, and access detours to be put in place. The Operator will be required to

agree with Landlord signage etc. Information will be required on when, where, and for how long the works will affect the relevant areas.

Cables buried in the ground (incoming from public highway across [landlord] communal areas) must be excavated to a minimum depth of “450mm” and overlaid with 50mm of sharp sand prior to backfilling and completion of topsoil or other surface finish.

All underground cabling is to be labelled up and metal identification ticker tape is to be utilised as a first warning of cable location, laid on top of the cabling. This will allow cat scans to locate the cabling accurately in the future should the need arise and avoid unnecessary damage from occurring to the cabling, disrupting broadband use for residents utilising it.

Grass is to be reinstated with turf following compacted backfilling upon completion of any trenching works where applicable. For paving and concrete works, the contractor must refer to current groundworks specifications for lifting/breaking out of paving and all other surface types.

#### 4.6 Roofs

Any roof guarantees in place should not be affected in any way by the proposed cable installation works. It is the Operator’s responsibility to familiarise themselves with any guarantees in place for elements affected by the roof.

Notwithstanding a lack of a guarantee in place, works should not affect the integrity of the roof finish in any way. Existing cable trays on the roof can be used where in existence but newly laid cabling cannot detract from the maintenance or accessibility of the existing cabling and must be marked up for identification purposes.

Where DP boxes will be located at roof level, these are to be positioned so as not to interfere with access for maintenance.

Where external lighting or additional roof safety or other safety measures are required to facilitate safe access to the Operator’s equipment, the Operator is responsible for the cost and installation of this equipment. The Landlord is not responsible for additional roof safety measures identified during the application, on-site during the occupation phases of this scheme.

#### 4.7 Making Good Protocol

##### **Existing Conduit**

Where work to blocks concerns the use of the existing metal containment systems, the Operator must ensure care is taken when removing the existing trunking lids to ensure they are not damaged. Any incomplete sections or missing fixings should be identified to the Landlord prior to commencement of works to avoid future disputes. All trunking should be cleaned upon completion removing any finger marks. Any damages to the coatings of the metal containment system should be repaired to the satisfaction of the client.

##### **Excavations**

Reinstatement for excavations should be carried out to the satisfaction of the Landlord. Advice should be sought from Landlord's landscaping contractor as to the appropriate method for reinstating soft landscaped areas.

All road surfaces must be reinstated with due care and diligence. All joints between new and existing surfaces must be sealed.

### **Warranties and guarantees**

Warranties and guarantees may be in existence for example for roofs, internal and external decorations etc.

When carrying out works guarantees are not to be put in jeopardy in any way as a consequence of the works. The Operator will be responsible for the ongoing maintenance cost in the event that any work undertaken by the Operator that breaches a guarantee.

### **Decorations**

Fixing to/disturbing internally decorated surfaces is to be avoided. If unavoidable, a full schedule of conditions is to be taken of the internal surfaces prior to commencement of works and the Operator will be responsible for reinstatement work of all new areas of damage. In the event that no photographic schedule is submitted by the Operator, the presumption will be that the Operator is responsible for rectification of damage identified.

In the event that a guarantee is in place, the Landlord may need to arrange for their major works contractor to complete the work and recharge the Operator accordingly to preserve the guarantee.

The Operator is not permitted to affix cabling onto surfaces coated with Class O fire retarding paintwork. Should Class O paint be damaged by the Operator, remedial works will be required to reinstate the paint at the Operator's cost which may include painting whole walls to ensure the integrity of the Class O paintwork is maintained. All costs associated with these works are to be borne by the Operator.

### **Correction of works not completed to reasonable / specified standard**

If the Landlord believes works have not been completed to the reasonable and/or specified standard, they are to contact the Operator's infrastructure delivery manager. The Operator then has to ensure aesthetic works are resolved within 1 month of notice being provided by the Landlord and 5 working days for any work infringing on the health and safety specifications required by wayleave documents or other legislation or regulations for such works.

If restorative works are not carried out within the time scale given, or the Landlord believes the site continues to not meet the standards expected and prompt action to rectify this isn't made by the Operator then they should follow the dispute resolution process specified in the wayleave framework agreement.

## 5. Method of Working

### 5.1 Programme of Works

A full programme of works must be produced before commencement. This should be reviewed and updated as required by the Operator on a weekly basis. The programme should include a start date, completion date, when individual blocks will be completed, snagging and de-snagging dates. All works should not start before 8am and must finish before 8pm (6pm for works on the structure or interior of a building). In addition, a weekly report detailing progress to date and the next weeks activity should be provided by email to a circulation list agreed at the pre-start meeting. The programme together with the daily report should be in sufficient detail to allow Landlord to schedule attendance for specific stages of the works.

A minimum of 10 working days before starting on site the Operator will be required to write to all residents with details of the arrangements for completing the work on-site and place a notice in a communal area. Contractors must also carry a letter and ID to prove they are authorised to be there, which must include the contact details of the wayleave administrator. On multiple block sites, the provider will also need to propose a methodology for providing notice to individual blocks especially covering notices relating to work affecting residents for example noisy work, work affecting parking and access routes, abseiling work or work that otherwise intrudes on resident's privacy. The Operator's proposed consultation approach and draft letters will need to be presented as part of the pre-start information for the Landlord's approval.

All communication should include contact details for the Operator, the site manager and/or the Landlord's wayleave administrator.

A meeting may also be required with the residents/resident groups to give them an understanding of what works will be carried out and how the residents can benefit from the installation works.

The Operator is to be aware that there may be the requirement for additional communications to be undertaken as a consequence of there being a Community Supported Housing block on the estates being worked upon.

At the pre-start meeting, the Operator is to confirm the location and extent of the site welfare to be utilised and to depict this on a drawing. Furthermore, the location of storage facilities and method of maintaining safety whilst the storage facilities and site welfare is on site, is to be confirmed.

### 5.2 Rubbish Removal

No rubbish should be left on site outside of the designated site compound. Tank rooms, lift motor rooms and electrical intake cupboards/rooms must not be used to store waste material under any circumstances. The Operator must endeavour to keep all works areas clean and tidy.

The site compound is to be kept clean and tidy and secured to prevent unauthorised access in accordance with the waste management act 1996.

### 5.3 Power and Water Supplies

The Operator must install clear labels and check meters to Landlord's supply where newly installed equipment requires a permanent power source. It is the Operator's responsibility to ensure payment for the supply must be made quarterly from the Operator to the Landlord by BACS to:

Bank: \_\_\_\_\_

Account Holder: \_\_\_\_\_

Account Number: \_\_\_\_\_

Sort Code: \_\_ - \_\_ - \_\_

The use of the communal landlord's electricity for the charging of battery-operated power tools is prohibited.

The Operator is required to make the necessary applications to the utility companies concerning the installation of permanent supplies to the installation where required.

### 5.4 Contractor Parking

Parking in allocated resident bays is prohibited unless the appropriate suspensions have been enacted by the Landlord. The Landlord will not be held responsible for any parking enforcement notices served on contractor's vehicles that do not display the required permits.

The Operator's vehicles parked on site will be done so at their own risk. The Operator will need to seek permission from the estate office prior to parking and pay for any necessary permits required.

### 5.5 Number of Operatives

The Operator is to confirm the numbers of operatives working on the site on a daily basis as part of their daily progress report.

### 5.6 Reports – works on site

A full programme of works must be produced before commencement. This should be reviewed and updated as required by the Operator on a weekly basis. The programme should include a start date, completion date, when individual blocks will be completed, snagging and de-snagging dates. In addition, a daily report detailing progress to date and the next 24 hours of activity should be provided by email to a circulation list agreed at the pre-start meeting. The programme together with the daily report should be in sufficient detail to allow the Landlord to schedule attendance for specific stages of the works.

### 5.7 Security Issues – personnel on site, signing in procedure, CSCS card

All operatives must carry a CSCS card at all times and should sign in on-site on each and every day and sign out upon completion of the works on site. All staff should be inducted and follow any new COVID safe measures/guidelines.

## 5.8 Site restrictions – working hours, smoking, radios

Under no circumstances is smoking allowed whilst works are being carried out on site. No alcohol will be consumed during working hours. The landlord may require that anyone suspected of being under the influence of alcohol and drugs will be asked to leave the site. Radios are also not permitted on-site at any time.

## 5.9 Quality Control – site inspections

As described in section 4 it is the Operator's absolute responsibility to make all necessary arrangements to assure the quality of works and adherence to health and safety requirements.

Landlords retain the right to stop works at any time should there be any issues in relation to the safety of our employees and residents as a consequence of the works being carried out by the Operator and/or if they consider there to be a matter of non-compliance with the requirements of the wayleave. The landlord may audit paperwork / on-site arrangements as and when required, all for the interests and the safety of our employees and residents.

The Operator is also required to inform the Landlord of any accidents and incidences and near misses in relation to on-site works and to inform the Landlord of any resident interaction, for example, complaints made on site

It should be noted that whilst the Landlord expects to work closely with the Operator during the pre-start phase to satisfy themselves that health and safety arrangements are satisfactory and to support the Operator as they discharge the matters raised in the technical report, it is the expectation that Landlord's intervention during the on-site phase of the project will be minimal and solely focussed on assurance monitoring.

Should additional intervention beyond this assurance monitoring be required by the Landlord to secure appropriate health and safety or management arrangements, the Landlord reserves the right to charge for this time.

## 5.10 Communications Procedure

The Operator must adhere to all agreed protocols concerning communication with Landlord representatives and residents. The Landlord will not assume responsibility for non-access to properties arranged by Operator. The Landlord will not oversee or arrange access for the contractor to any tenanted areas. All residents are to be contacted 2 weeks prior to any potential installation. A meeting may also be required/ advised with the residents/ residents' group to give them an understanding of what works will be carried out and how the residents can benefit from the installation works.

The Operator is to be aware that where there is a Community Supported Housing block on the estate additional communications will be required for this block.

## 5.11 Photographic Schedule

A full itemised photographic schedule of all areas should be undertaken by the Operator and issued to the Landlord before the commencement of works. This should include but not be limited to:

- Hard and soft landscaped areas to be disturbed by excavations
- External elevations where containment and cabling are to be fixed.
- All roof areas where cable trays are proposed.
- All internal communal areas where works are proposed.
- Any areas where resident's possessions such as hanging baskets, potted plants, ornaments etc. which require removal as part of the works.

## 6. Review of Next Steps

### 6.1 Pre-Start Meeting

Once the Wayleave agreement is in place, the Operator should complete their preparations to mobilise on site. A pre-start meeting with the Landlord must be undertaken a minimum of two weeks in advance of the Operator's proposed start date, and details of the Operator's arrangements for managing the works on site must be provided to the Landlord a minimum of two weeks in advance of the requested pre-start meeting.

### 6.2 Welfare Facilities

The Operator is responsible for the provision of their own self-contained welfare facilities which must comply with the requirements of the CDM regulations 2015. The location of the welfare facilities is subject to agreement by the Landlord at pre-start stage. Proposals are to be provided to the Landlord and agreed with the Landlord prior to commencement of the works.

### 6.3 Site Visits

Site visits will be carried out by the landlord appointed representative with the Operator's representative present.

### 6.4 Final Inspections

The Operator is to complete their own snagging and de snagging inspections and assemble and provide to the Landlord all necessary completion information including:

- As built documentation
- Fire certification paperwork work
- Asbestos removal confirmations and air monitoring paperwork

The Operator is to arrange with the Landlord a final inspection, the Operator is to ensure that he has arrangements in place for access to all necessary areas with special regard being taken to access to risers and ducts where it will be necessary inspect of random sample of the fire stopping work undertaken.

All snags are to be rectified to the satisfaction of the Landlord appointed representative and completed by the Operator in a timely manner.