

Tips on what to do when you need service rights to telecoms and other utilities



Landowners and occupiers may ask service providers, such as electricity, water and telecoms, to provide their land with a connection to their utilities. The supply of a new services may be required for development purposes or to provide the land with a connection it does not currently have, for example for a temporary event or pop-up structures.

To install and lay such equipment, the service provider will typically require certain rights which could be granted in a formal deed of easement registered at the Land Registry but are more commonly created in agreements known as wayleaves.

Here is a short guide on some of the key points to consider when granting such rights or purchasing land or property subject to existing service rights.

Purchasing property subject to existing rights

Dealing with historical service rights

The existence of historical service rights may not be apparent from inspecting title as agreements granting the rights will normally not require registration at the Land Registry.

Tips

- Make enquiries with the seller, the previous occupant and where possible the service provider itself –



remember equipment may exist above or below ground without being physically installed into the building's structure.

- Those agreements don't automatically transfer to new owners. Consider serving a notice to terminate any previous agreement so providers have to negotiate again with new owner. The impact of the equipment (value of the blight) can change, and new negotiations might result in better terms

Relocating apparatus

The apparatus may have protected rights under statute and therefore cannot be removed e.g. telecoms equipment have certain protected rights under the Electronic Communications Code 2017

Tips

There's no statutory automatic right of relocation for gas and electricity utilities so ensure those providers are under a contractual obligation to relocate. Also even though a landowner may exercise their statutory right to require removal, it can take up to 18 months to get a provider to engage, and even longer to actually remove equipment, so early consideration is needed to avoid delayed development.

Upgrading or supplying new utilities

Gaining consent from additional parties

Depending on the nature of the property, additional parties may need to be included in the agreement e.g. a fully-let block of flats will frequently require all tenants to provide consent.

Tips

Check both the required route for the service provider to gain necessary access and rights and consider which parties will need to provide consent. Does a landlord already have reserved rights to install the apparatus without needing the tenant to be a party to the wayleave?

Addressing rights after installation

Some service providers will carry out both the installation and supply of the equipment, others may only install equipment which is supplied by an alternative provider

Tips

Consider whether a separate agreement is needed to address rights granted to the supplier or any alternative service provider after initial installation.

Limited rights to the works required

Service providers may attempt to broaden the scope of rights granted, e.g. access to 'any apparatus anywhere on the Landlord's Estate'

Tips

Ensure any rights are limited strictly to the works required to ensure any additional installations are in locations that the landowner has approved.

Getting temporary agreements for pop-up event and festivals

As we (finally) approach some warmer weather, several landowners may engage in a short-term lease of their land for festivals or other seasonal pop-ups

Tips

- As a number of utility services may be needed for such an event consider the use of a temporary agreement. The issues flagged above apply even for a temporary agreement- but in practice the commercial reality of temporary and temporary installation is such that usually this causes less practical difficulty for landowners – but bear in mind liability for health and safety etc. means that the scope of the agreement and indemnities need to be just as extensive as for permanent rights.
- Remember to check the land has adequate rights for temporary planning uses and relevant licences, such as for the sale of alcohol

For advice on service rights for your development or temporary event please get in touch with our [real estate team](#).



[Kate Hughes](#)

Partner