

DIOCESE OF CHELMSFORD

DIOCESAN ADVISORY COMMITTEE



**INSTALLATION OF TELECOMMUNICATIONS
EQUIPMENT IN CHURCHES**

GUIDELINES TO ASSIST PARISHES

Revised March 2013

INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT IN CHURCHES

I. INTRODUCTION

- 1.1 With the continued growth in the use of mobile telephones and wireless broadband equipment, the desire of the service providers and their customers to achieve maximum coverage across the country, the search for sites for aeriels shows no sign of abating. Parish churches, which are almost always on a prominent site with a tall tower or spire, make ideal sites for such equipment, and service providers are willing to pay significant sums for the use of such buildings. This note sets out to advise parishes of the various issues involved and how an approach to use their church for such purposes should be considered.
- 1.2 If a parish receives an approach from a telecommunications company, the PCC will need to consider the following issues.

2. SITING

- 2.1 Here aesthetic considerations are important. A Faculty will be required for the installation (for further details see 10.1 below). The Diocesan Advisory Committee (DAC) and, if listed, English Heritage, are unlikely to approve the scheme if it adversely affects the building's character or appearance. Techniques and equipment are changing all the time however and there may be a way in which the installation can be achieved without affecting the building's appearance. If necessary the company's advice should be sought as to how this can be done without significantly affecting the performance of its equipment.
- 2.2 The installation may also require planning permission and the local planning authority's views should also be sought.
- 2.3 Is any equipment to be installed in a confined space? If so, is it adequately ventilated?
- 2.4 Once installed can the equipment be accessed safely without carrying out alterations to the church building's fabric? For example, will existing accesses need to be enlarged or will any safety rail need to be installed?

- 2.5 Is there sufficient space within the building to install safely all the necessary equipment? If not, is there a location available nearby where an equipment cabin can be erected without adversely affecting the setting of the church?

3. LIGHTNING

- 3.1 Will the installation increase the risk of a lightning strike?

4 ELECTRICAL INSTALLATION

- 4.1 Is the installation to be fed from a separately metered electricity supply?
- 4.2 If a separate supply needs to be run to the church building, can it be achieved without unnecessary damage to any archaeological remains?

5. CONTROL OF THE INSTALLATION

- 5.1 The operators of the system must put in place a means of ensuring that it is not used for the passage of information or communications which would be in breach of the law. Is the PCC aware that information or communications passing through the system may offend against the religious or moral teaching of the Church of England or the sensibilities of parishioners?

6. ACCESS

- 6.1 It is highly likely that the installing company will require access to their equipment at all times and possibly at very short notice. Can this be easily achieved without compromising the security of the church building and its contents and without seriously inconveniencing the incumbent and churchwardens or other members of the parish?

7. RADIATION

- 7.1 There is continuing public concern about whether radiation given off by telecommunications equipment is harmful to health. In any event, a person should not remain close to any part of an installation for any substantial period of time without protection.

8. PROFESSIONAL ADVICE

- 8.1 In brokering a deal with a telecommunications company, the parish will need the expertise of a number of professional advisers including their architect, a surveyor, their solicitor and perhaps a structural engineer and a lightning consultant. Accordingly, the parish must obtain the agreement in writing of the company concerned that they will pay all such costs incurred by the parish whether an agreement is reached or not, as soon as the approach is received. A nominated member of the PCC should keep a record of all such expenditure. All the parish's professional advisers should be provided with a copy of these guidance notes.
- 8.2 Once this written agreement is secured, the company should provide the parish with detailed drawings of the installation including the size, type, shape and colour of the aerials or antennae, the location of all equipment, all cable runs (whether inside or outside the church), any work affecting the church fabric including drilling or cutting through walls and floors and any other work affecting the church fixtures or fittings. The church's architect should be consulted about the impact of installation upon the building fabric, in particular to advise as to whether the building's structure is capable of taking the weight of the equipment. In case of doubt, a structural engineer should also be consulted. The DAC should be approached at this pre-application stage to ascertain its views and the likely recommendations on the Faculty application. Where the church building is included in the statutory List of Buildings of Special Architectural or Historic Interest, the views of English Heritage should be sought on the proposed installation. The local planning authority's advice should also be sought on whether planning permission is required and whether it is likely to be granted. Consideration should also be given to the impact on below ground archaeology if any ground is to be disturbed.
- 8.3 If the installation is agreed in principle, the parish should instruct the chartered surveyor with experience in dealing with this type of matter to negotiate the financial terms for the agreement, usually an annual fee. Remember, the first offer made by the company may not be the best one! The surveyor will be required to provide a certificate that the financial terms agreed, subject to contract and Faculty, represent the current open market value of the licence sought by the telecommunications company. The parish should also instruct its solicitor to negotiate the form of the licence agreement with the telecommunications company.
- 8.4 The parish should consult their insurers regarding the installation.

- 8.5 If the church building has a lightning conductor or similar protection, the parish must seek the advice of a specialist lightning conductor consultant to ensure that the proposed installation does not adversely affect the existing protection. If it does, the installing company will need to upgrade the system at their expense to ensure adequate protection for the church building. If there is no existing protection, the advice of such a consultant must be obtained on whether the proposed installation increases the lightning hazard. If it does, adequate protection for the church building should be provided as part of the installation at the company's expense. The church building's insurers are likely to require this information.

9. LICENCE AGREEMENT

- 9.1 A licence agreement with a telecommunications company must not be signed until all the required consents, including the Faculty, have been obtained. The Appendix to this guidance note sets out the provisions which ought to be contained in any licence agreement.
- 9.2 The Diocesan Chancellor is unlikely to approve an agreement for a minimum fixed term which exceeds five years. The licence agreement may permit the initial term of, say, five years to continue thereafter but subject to the right of the parish to terminate the agreement on twelve months' notice, taking effect from the fifth anniversary date or thereafter, or to renegotiate the licence fee.
- 9.3 The licence fee should be index linked, ideally to the Retail Price Index. The calculation and any increase (but not decrease) should be at not less than yearly intervals.

10. APPLICATION FOR A FACULTY

- 10.1 The application to the DAC in respect of seeking advice on a Faculty application for a proposed installation should be accompanied by:
- a) Plans, drawings and specifications for the proposed work;
 - b) Certified PCC resolutions approving the installation and the proposed financial terms, and instructing the named church architect to supervise/inspect the work during the course of installation;
 - c) A copy of the proposed licence agreement;

- d) A letter from the church architect confirming that he/she inspected and approves the plans, drawings and specification and he/she is willing to supervise/inspect the work during the course of the installation;
- e) A copy of the lightning conductor consultant's report;
- f) A copy of the church insurer's letter confirming that the church's insurance will not be affected by the installation and operation of the equipment;
- g) The surveyor's certificate that the financial terms represent the current open market value of the permissions to be licensed in respect of the installation and operation of the equipment.

APPENDIX

A licence agreement with a telecommunications company for the use of a church building as a location for telecommunications aerials and associated equipment should include the following provisions:

1. The incumbent (during a vacancy the Area Bishop), will be a party to the agreement to grant the licence to the telecommunications company. The PCC will also be party to the agreement for the purposes of receiving the licence fee. The obligations undertaken by the telecommunications company will be owed to the incumbent and the PCC. The agreement will contain a statement that no personal liability shall attach to the incumbent and churchwardens and that neither party shall be liable for economic loss.
2. A statement that the licence agreement does not grant the telecommunications company a tenancy or exclusive possession of any part of the church building or the churchyard or any other land attached to the church.
3. An undertaking by the telecommunications company to carry out the installation and all associated work (including the laying of cables), to the satisfaction of the church architect, in accordance with the requirements of the church insurers and Health and Safety Executive regulations and the conditions of all necessary consents.
4. An undertaking by the telecommunications company not to install any additional equipment, or to make any alterations to the equipment, without the written agreement of the PCC and any necessary Faculty.
5. If any cables are to be laid in any part of the churchyard which has been used as a burial ground or garden of remembrance, an undertaking not to disturb or interfere with any burial of human remains or interment of cremated remains, including any grave, monument or memorial.
6. An undertaking by the telecommunications company to pay all rates and outgoings which become payable as a result of the installation or operation of the equipment.
7. An undertaking by the telecommunications company to pay any additional insurance premium incurred by the parish in respect of the church and churchyard as a result of the installation and/or operation of the equipment.

8. An undertaking by the telecommunications company to pay any additional costs of maintaining the church or churchyard incurred by the parish as a result of the installation and/or operation of the equipment.
9. An undertaking by the telecommunications company to install a separate meter to measure the electricity consumption of its equipment and to pay all accounts including standing charges direct to the electricity supply company and not to the parish.
10. The equipment is to be protected by circuit breakers or other approved method of isolating the equipment from the mains electricity supply in the event of any fault so as not to interrupt the electricity supply to the church. An emergency isolator switch should be provided in a discreet position accessible to the incumbent and churchwardens.
11. An undertaking by the telecommunications company that its equipment will not generate any noise or vibration at a level which is unacceptable to the incumbent and PCC. If there is unacceptable noise or vibration, the telecommunications company must cease to operate the equipment.
12. The equipment must not interfere with any existing electrical installations (e.g. sound reinforcement or induction loop systems), in the church or neighbouring properties.
13. The equipment must be operated in accordance with the requirements of the National Radiological Protection Board, the Radio Communications Agency of the Department of Trade and Industry and any other competent authority.
14. Access to the equipment whether for inspection or maintenance must be by prior arrangement with the incumbent and churchwardens. There is to be no interruption to church services. No work is to be carried out on Sundays save in an emergency. Arrangements for immediate access in the event of an emergency must be made. The telecommunications company must not be given a key to the church building. The company should be supplied with the names, addresses and telephone numbers of at least two persons (preferably the incumbent and churchwardens), who can be contacted at short notice to arrange emergency access. The telecommunications company should provide the parish (eg the incumbent and churchwardens), with the name, address and telephone number(s) and extension number(s) of personnel to contact when necessary, including a twenty four hour emergency contact number.

15. During the carrying out of the installation and any later work (including inspections), the employees and any contractors of the telecommunications company will behave in a manner appropriate to a Church of God.
16. The equipment is to be used for purposes in connection with the operation of a personal communication or mobile telephone network only.
17. An undertaking by the telecommunications company (so far as the equipment allows), to prevent the equipment being used for unlawful or immoral purposes referred to in Section 43 of the Telecommunications Act 1984.
18. An undertaking by the telecommunications company to make good any damage to the church (building fabric, fixtures, fittings, furniture and furnishings), caused during the installation, or the carrying out of any later work, or resulting from the operation of the equipment.
19. An undertaking by the telecommunications company to indemnify the parish in respect of all claims by third parties arising from the installation or operation of the equipment.
20. An undertaking by the telecommunications company to maintain insurance cover of not less than £5m against liability for damage to the church building and all its contents and public and third party liability in respect of personal injury (including death), and damage to property arising out of the installation or the carrying out of any repairs or other works to and the operation of the equipment.
21. The benefit of the agreement is personal to and cannot be assigned by the telecommunications company to any other operator. Where the telecommunications company wishes to permit another operator to share the use of the equipment, the consent of the Archdeacon will be required and an increased licence fee will be payable.
22. The agreement may be terminated by the parish during the initial fixed term in the event of any breach by the telecommunications company of its obligations including non-payment of the licence fee.
23. The agreement may be terminated by the telecommunications company during the initial fixed term on not less than three months' prior notice.
24. On termination of the agreement, a Faculty will be required to authorise the removal of all the equipment and any reinstatement works.

25. When the agreement expires or is terminated, it shall be the responsibility of the telecommunications company to remove all the equipment and reinstate the building to its original condition to the satisfaction of the incumbent, churchwardens and the church's architect. All reinstatement costs will be met by the telecommunications company.

POLICY

1. Parishes will be encouraged to consult the DAC at the earliest opportunity on proposals to install telecommunications equipment in churches and to take into account the DAC's advice notes on the Installation of Telecommunications Equipment in Churches.
2. The DAC will not recommend any proposal which has an adverse impact on a church's character or appearance, both internally and externally, and will not normally recommend an application where aerials or antennae are visible from ground level. Similarly, applications will not normally be recommended where structures are required outside the confines of the church building itself unless every effort is made to ensure that such structures will not have an adverse impact upon the setting of the church or the churchyard.
3. The DAC will expect to see evidence that appropriate professional advice has been sought in line with its guidance notes when considering any application for a Faculty.

**This is one of a series of guidelines published by the Diocesan
Advisory Committee**

Copies can be downloaded from the Diocesan website:

www.chelmsford.anglican.org/parishes/dac/dac_notes

**or can be obtained from the
DAC Secretary at the address below**

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