

GUIDANCE ON MOBILE PHONE MASTS ON CHURCHES

This note sets out the general issues and policy surrounding the installation of mobile phone masts on churches and church buildings.

The Representative Body as owner of most Church in Wales property has no fundamental objection to a mobile phone operator erecting a mast on one of its buildings. These installations can provide a valuable source of income to the Parish and can include useful accommodation works.

The Mobile phone network is installed and maintained by a number of site operators (Vodafone, Orange, O2 etc). These companies are constantly seeking sites for phone masts to meet phone coverage obligations under their licences from the Government and as technologies develop. They will identify sites through a team of surveyors and engineers and approach landowners accordingly. They will generally seek to test the suitability of a site before discussing terms. Site testing involves the bringing on to site of mobile test aerials etc.

The following factors should be considered in approaching possible projects:

- The installation should have the support of the PCC and where possible the community. These installations can be controversial and the pastoral implications of a scheme need to be carefully considered.
- The installation will need Faculty consent and planning/listed building consent. Mobile phone installations are a definite example where dual control exists.
- Any agreement for the installation of equipment must be professionally negotiated. Site operators are keen to sign-up site providers at an early stage but under no circumstances should a parish agree to this. Site operators can be very persuasive but if a site has been identified as appropriate, then the PCC is likely to be in a strong negotiating position.
- Lease negotiations are a very specialised field of property and the inexperienced can easily be offered a poor deal. Any fees for engaging a specialist surveyor on behalf of the Church will usually be paid by the site operator. Architects and planning fees will be paid by the operator.
- The site operator will generally, initially, propose a standard design installation. This saves them money in developing a bespoke design for the site. The operator should be requested at an early stage to develop a design appropriate to the location.
- The site operator will be granted a lease of the site. This will usually be for a term of around 10 years. The lease will need to cover a variety of issues, in

particular, access arrangements for maintenance. Operators will seek exclusive sole access which should be resisted.

- An installation will usually need a cabin or covered space for the necessary equipment. This could be in part of the church building but access will be required.
- Once a site operator obtains a lease, it will often seek to share the site or mast with other operators. This can be an opportunity for more income but can equally influence the look of the installation. This can be controlled under the lease that is granted.
- Parishes will be concerned about health issues. The fact is there is no definite proof either way that masts cause harm. It is possible to write into a lease a break clause in the event of health risks being proven. The technology in this area and it is anticipated that a network using masts will change to satellite based in the years ahead. Thus an installation may not be permanent.
- There have been numerous installations around Wales on Church buildings. The Church of England use one firm to negotiate all their agreements (with a commission arrangement). The Church in Wales uses appropriately experienced agents around Wales and seek that fees are paid by the site operator.
- If a PCC is approached by a site operator the following steps are recommended:
 - Contact the RB Property Department at an early stage
 - Establish whether the principle of a mast on the church would be acceptable to the PCC/Community (it is fair to assume that any installations would be largely invisible from the ground). The rental return is important but should not be the driving force – the mast could be there for many years.
 - Ask the RB Property department to appoint an agent. They can handle most of the negotiations for you. They will ask the site operator to provide a design proposal. This can then be discussed with the DAC. The DAC will consider the design and its suitability on the church concerned. They will then recommend if a faculty can be granted.
 - The operator will also contact the Local Authority.
 - The Agent will negotiate Heads of Terms for the installation. They will discuss with the PCC the terms it needs to protect its building and activities. The rental level and review arrangements will be agreed.
 - Once the Heads of Terms are agreed a lease will be drawn up through the RB Legal Department.
 - Site operators often want to agree early entry and will pay an enhanced rental. These can be agreed but the agent will advise in each case.