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## TELECOMMUNICATIONS INSTALLATION IN CASTLE ROAD CAR PARK, RAYLEIGH

### 1 SUMMARY

- 1.1 Members to consider a request from agents to site a telecommunications mast in Castle Road Car Park, Rayleigh.

### 2 INTRODUCTION

- 2.1 The Head of Revenue & Housing Management has received a request from agents acting on behalf of Vodafone to site a telecommunications mast and supporting equipment in the Castle Road Car Park, Rayleigh.
- 2.2 The agents advise that Vodafone have a number of sites within the Rochford District and now wish to upgrade the Rayleigh site to improve coverage in the town. They advise that they already have an existing site on the Somerfield Supermarket at 16-24 Eastwood Road, but that this cannot be upgraded and that Somerfield have changed their telecommunications policy; hence they are looking for an alternative location.
- 2.3 Current sites under investigation are:-
- 'piggy-back' to 0<sup>2</sup> site at FitzWimarc School
  - Rayleigh Lanes Indoor Market
  - Holy Trinity Church
  - BT Exchange
  - Fire Station

- 2.4 The agents confirm that Castle Road Car Park is their preferred site.

### 3 THE SITE

- 3.1 The site is within the Castle Road Car Park in the north-eastern corner. The area is currently a 'dead spot' with cross-hatching and accordingly not income producing. Appendix 1 and 2 show the site in detail.
- 3.2 The mast would stand up to 15m in height and be supported by two vandal-proof equipment cabinets (see Appendix 3 and 4) located at the base of the mast. Support lighting could be provided if the Council so wish.
- 3.3 This location is approximately 35m from the existing mast on Somerfields Supermarket. (See Appendix 1 – marked with an 'x').
- 3.4 Adjacent to the site, between the car park and the light industrial estate, and on Council land, is a young self-seeded ash tree which will need to be removed if Council approve the application. The Council's Woodlands and

Environmental Officer advises that it could be removed as it provides very limited amenity value. Additionally, there is a larger ash tree, outside the yellow cross-hatched area, which will require substantial crown reduction to accommodate the mast. Alternatively, both trees could be removed and replanted with two new specimens to continue the "green screen" to the car park. Unfortunately, space is very limited with the car park bays extending right up to the boundary chain link fencing. The Woodlands and Environmental Officer advises that, ideally, the trees should be replanted in the parking bay space with the consequential loss of parking and related income.

- 3.5 If the Committee agrees to lease the site to Vodafone then this would allow the company to proceed with the normal planning application required for such a structure. The Head of Service hopes to have design drawing available on display in the Member's Lounge before the meeting.

#### **4 FINANCE AND RESOURCE IMPLICATIONS**

- 4.1 The agents advise that Vodafone is prepared to offer the Council an annual rental of £4000 per annum along with a one-off premium of £2000. In addition, Vodafone are also prepared to meet the Council's reasonable legal fees incurred in connection with the proposal.
- 4.2 Vodafone have provided a copy of their standard terms of agreement which are reproduced on Appendix 5. They are proposing a term of 20 years with reviews every 5 years linked to the Retail Prices Index (now the Consumer Price Index). The Head of Legal Services advises no adverse conditions are contained in the agreement.

#### **5 CONCLUSIONS**

- 5.1 The agents advise that the installation of the new mast will provide a much improved service for Vodafone users in Rayleigh. The Council use Vodafone for some of its mobile telecommunications, particularly in the management of Sheltered Housing Schemes. The income generated by this initiative would go some way to helping the Council maintain a balanced budget.

#### **6 RECOMMENDATION**

That consideration be given to leasing a small parcel of land in Castle Road Car Park for the installation of this telecommunications equipment. (HRHM)

Steve Clarkson

Head of Revenue & Housing Management

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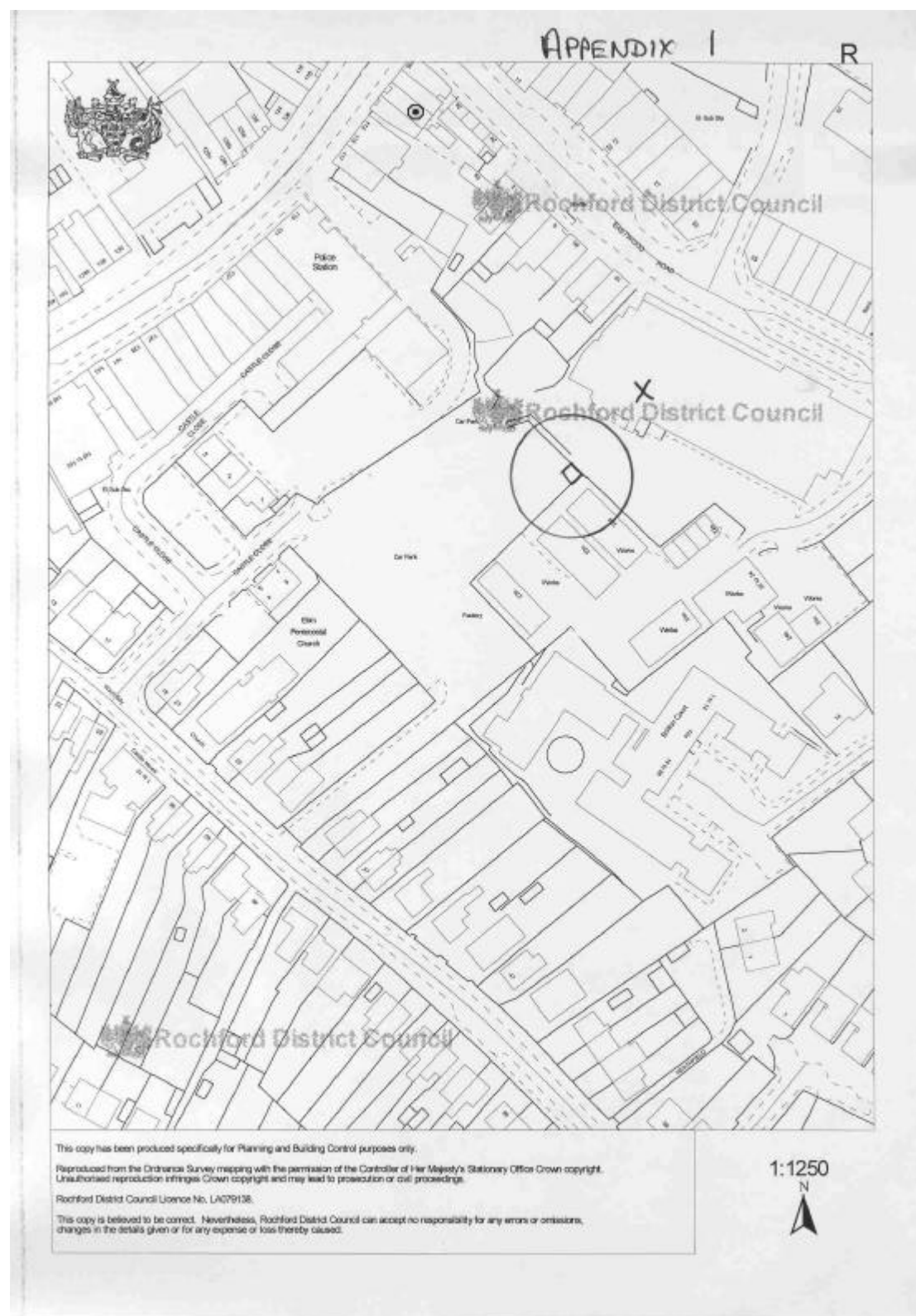
**Background Papers:**

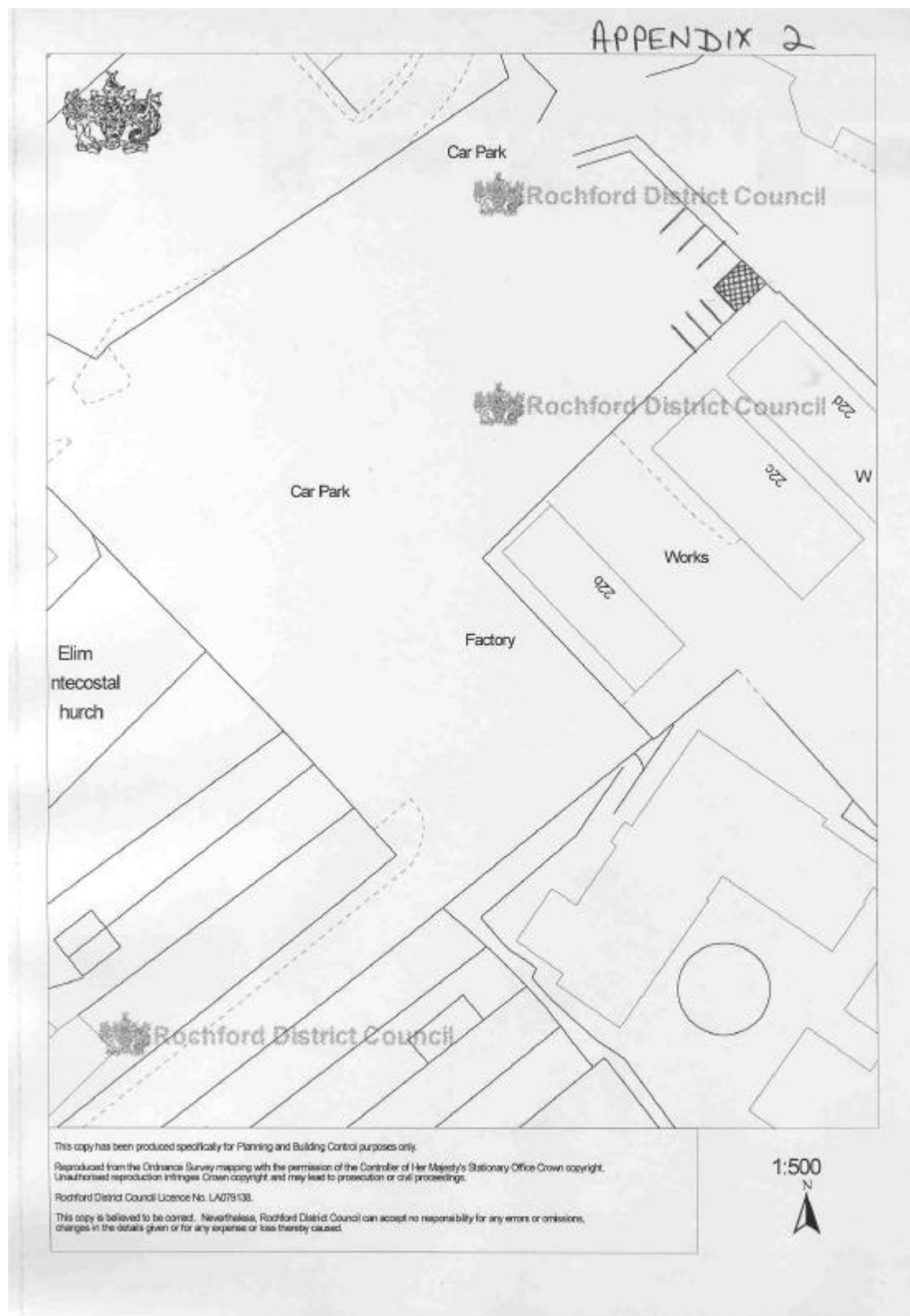
Various letters from LCC UK Ltd

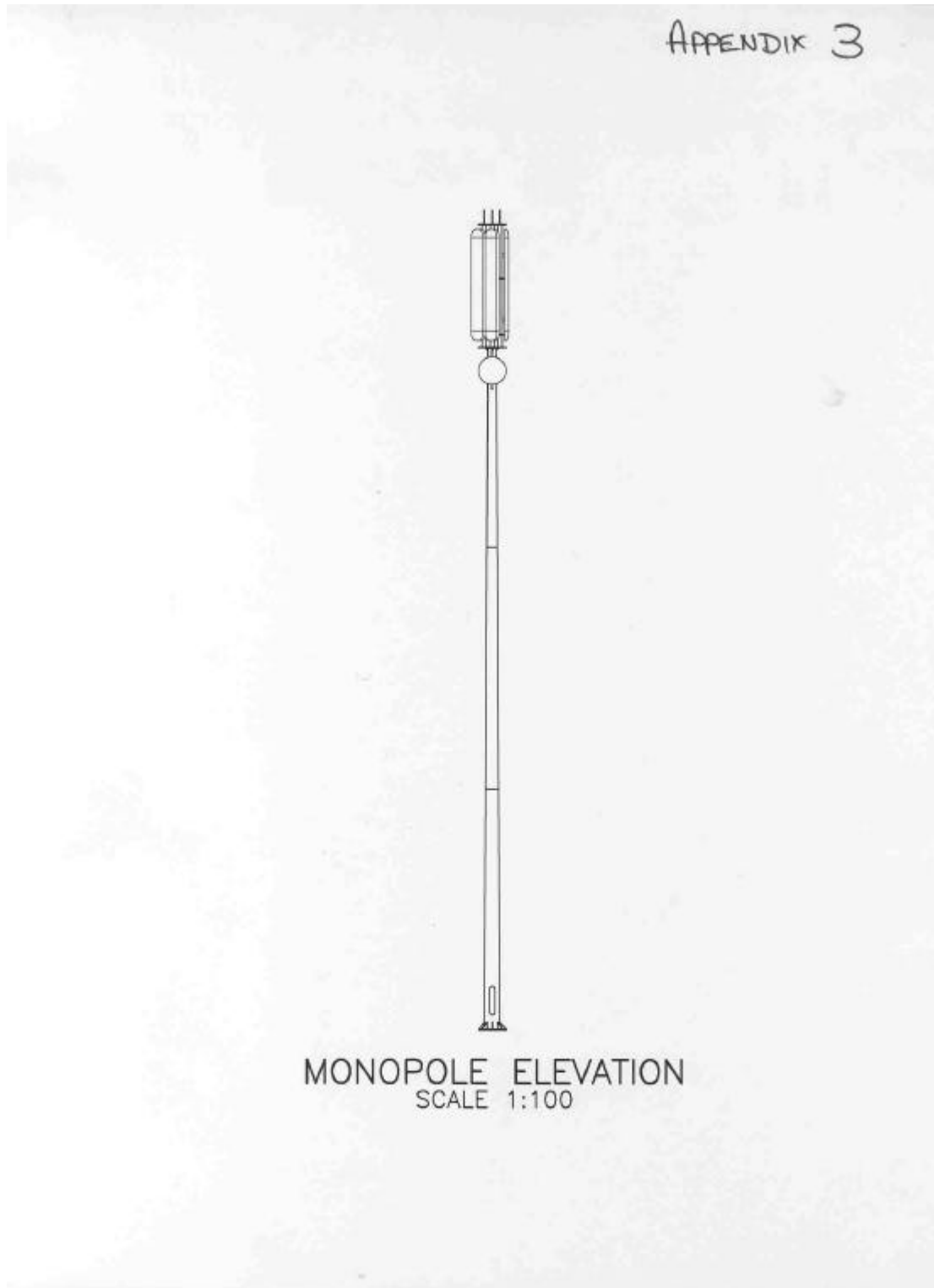
For further information please contact Steve Clarkson on:-

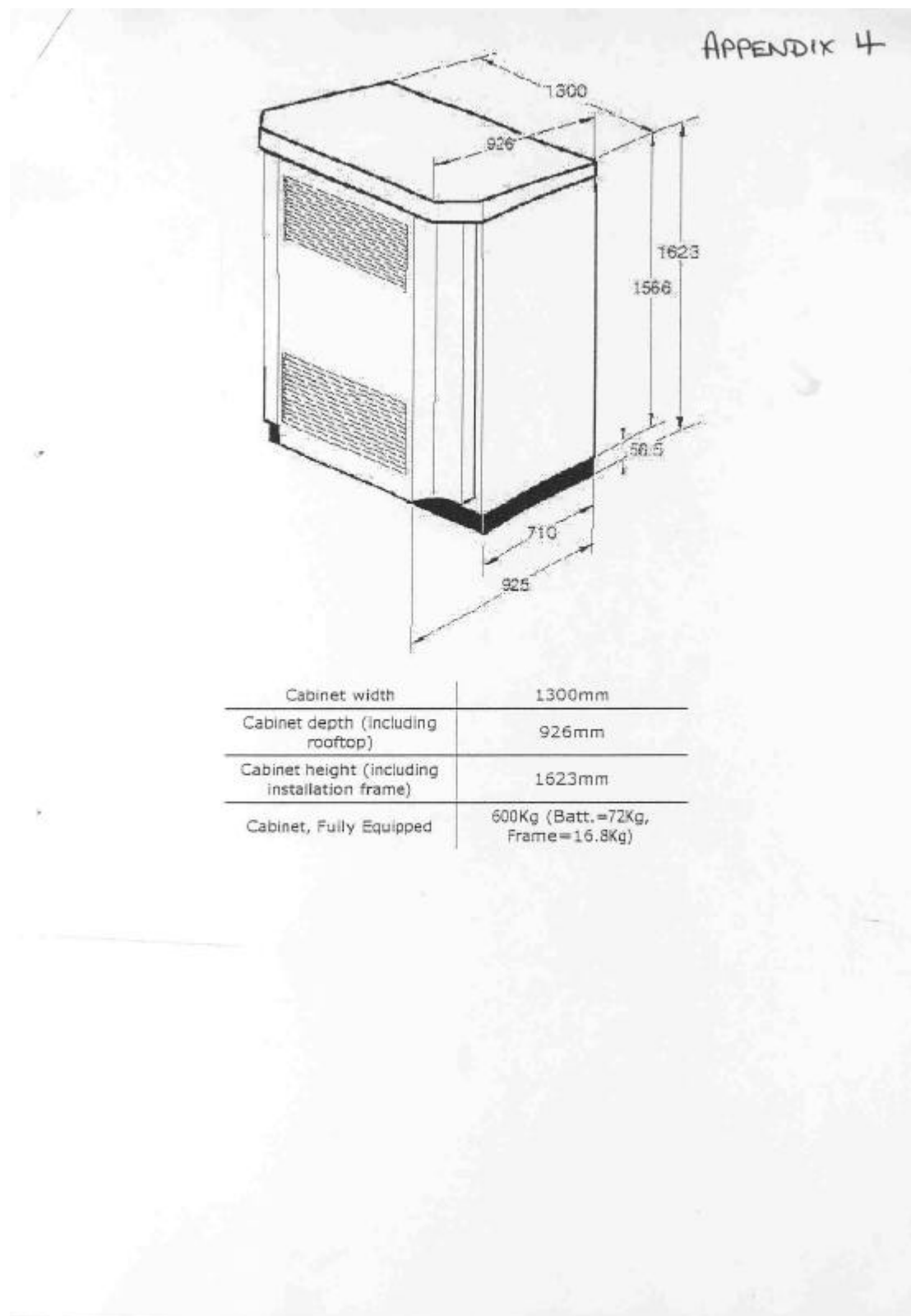
Tel:- 01702 318055

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## APPENDIX 5

**DRAFT HEADS OF TERMS  
GREENFIELD**

<b>CELL SITE NO:</b>	34841 (3278) Rayleigh Central
<b>LANDLORD:</b>	Rochford District Council South Street Rochford Essex SS4 1BW.
<b>TENANT:</b>	Vodafone Limited
<b>SITE ADDRESS:</b>	Car Park Castle Road Rayleigh SS6 7JQ
<b>SITE AREA:</b>	Vodafone will require an area of land the size of which is to be confirmed for its installation. A small working area adjoining the site will also be needed whilst building works take place.
<b>DEVELOPMENT:</b>	Vodafone will wish to erect One Slim Line Monopole of between 12 – 15 metres in height, together with antennae including microwave dishes. This will be erected on a base together with two cabinets to house the associated technical equipment and ancillary equipment required for the operation of the base station.
<b>LEASE TERM:</b>	Vodafone seeks a term of 20 years duration from completion of the Agreement or date of entry to commence works if earlier.
<b>RENT:</b>	£4,000 per annum exclusive of rates payable quarterly in advance. A one off premium of £2,000 is also offered as a disturbance payment, this will be payable upon legal completion.
<b>RENT REVIEW:</b>	Every 5 <sup>th</sup> year linked to the Retail Prices Index

Heads of Terms Greenfield  
(August 2002)

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<b>BREAK CLAUSE:</b>	For operational reasons, Vodafone needs to be able to terminate the Agreement at any time on giving 12 months' written notice in the event that the site becomes unsuitable for the operation of the apparatus. If Vodafone exercises this option, it will reinstate and make good the site to the lessor's reasonable satisfaction.
<b>ALIENATION:</b>	Vodafone will have the right to assign or sub-let the Agreement to a third party with the landlord's prior written consent (not to be unreasonably withheld or delayed) but will have the right to transfer the benefits of the rights granted by the Agreement or share such rights with any group company without the lessor's consent being required.
<b>SITE SHARING:</b>	Vodafone to have the right to share the site with third parties wishing to install telecommunications equipment, provided that the owner is notified in advance of such sharing and will pay to the owner 30% of any rental income received from any third party (other than a group company).
<b>ALTERATIONS:</b>	Vodafone will have the right to install additional or replacement antennas and/or equipment within the site area. Any alterations to the construction of the mast will require the lessor's consent (not to be unreasonably withheld or delayed).
<b>USER:</b>	Telecommunications
<b>ACCESS:</b>	A legal right of way is required for construction and subsequent maintenance purposes together with the right to park a vehicle in a convenient position during maintenance visits. Access to the site should be available 24 hours a day, although out of hours access will only be needed in emergency.
<b>POWER SUPPLY:</b>	Vodafone will arrange for the installation of an independent electricity supply. If it is unable to secure an independent supply economically, it will have the right to connect into the landlord's supply with a separate sub-meter.

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<b>WAYLEAVES:</b>	The landlord will enter into the standard Wayleave Agreement of the Regional Electricity Company at the cost of Vodafone.
<b>TELECOMM CABLES:</b>	Vodafone require a telecommunications connection in order to link the base station into our network. Although this can sometimes be provided by a dish link, we need to reserve the right for telecommunications cables to be laid in the event that this is not possible, either now or in the future.
<b>CONSTRUCTION WORK:</b>	Vodafone will bear all building costs relating to the proposed installation and reinstate and make good the site to the lessor's reasonable satisfaction on termination of the Agreement.
<b>INDEMNITY:</b>	Vodafone will indemnify the landlord (up to £1m) against damage to persons or property (excepting consequential loss) arising out of any negligence of the company in the exercise of the rights to be granted by the landlord in the document provided any claims made against the landlord are notified to Vodafone and the landlord affords Vodafone the right to conduct (at its own cost) any such proceedings.
<b>STATUTORY CONSENTS:</b>	Vodafone will obtain the necessary consents required to facilitate its proposals.
<b>COSTS:</b>	If Vodafone decides not to proceed after solicitors have been instructed, it will reimburse your reasonable legal costs.