
Report Stage: Friday 20 May 2022

Product Security and Telecommunications Infrastructure Bill

(Amendment Paper)

This document lists all amendments tabled to the Product Security and Telecommunications Infrastructure Bill. Any withdrawn amendments are listed at the end of the document. The amendments are arranged in the order in which it is expected they will be decided.

★ New Amendments.

☆ Amendments which will comply with the required notice period at their next appearance.

New Amendments: 14 to 17

Secretary Nadine Dorries

NC1

☆ To move the following Clause—

“Persons able to confer code rights on operators in exclusive occupation

- (1) The electronic communications code is amended as follows.
- (2) In paragraph 9 (persons who may confer code rights)—
 - (a) the existing wording becomes sub-paragraph (1);
 - (b) after that sub-paragraph insert—

“(2) But where land is occupied exclusively by an operator, a code right in respect of the land may be conferred on the operator by an agreement between the operator and—

 - (a) any person other than the operator who for the time being exercises powers of management or control over the land, or
 - (b) if there is no person within paragraph (a), any person other than the operator whose interest in the land would be prejudicially affected by the exercise of the code right.”
- (3) In paragraph 10 (persons bound by code rights), in sub-paragraph (1), omit the words from “who” to the end.”

Member’s explanatory statement

This new clause ensures that an operator in exclusive occupation of land may apply to a person mentioned in new paragraph 9(2)(a) or (b) of the electronic communications code for code rights in respect of the land.

Secretary Nadine Dorries

NC2

☆ To move the following Clause—

“Jurisdiction of First-tier Tribunal in relation to code proceedings in Wales

In paragraph 95(1) of the electronic communications code (power to confer jurisdiction on other tribunals)—

- (a) in paragraph (a), at the end insert “or the Upper Tribunal”;
- (b) in paragraph (aa), for the words from “, but only” to the end substitute “or the Upper Tribunal”;
- (c) omit paragraph (b).”

Member’s explanatory statement

This new clause gives the Secretary of State power to make regulations providing for a function conferred by the code on the court to be exercisable in relation to Wales by the First-tier Tribunal.

Secretary Nadine Dorries

1

☆ Page 40, line 11, leave out Clause 57

Member’s explanatory statement

This amendment is consequential on NC1.

Secretary Nadine Dorries

2

☆ Clause 58, page 41, leave out lines 23 to 25 and insert—

- “(4) In paragraph 9 (conferral of code rights), after sub-paragraph (2) (as inserted by section (*Persons able to confer code rights on operators in exclusive occupation*)) insert—”

Member’s explanatory statement

This amendment is consequential on NC1.

Secretary Nadine Dorries

3

- ☆ Clause 58, page 41, line 26, leave out “But”

Member’s explanatory statement

This amendment is consequential on NC1.

Dame Meg Hillier

14

- ★ Clause 59, page 42, line 11, after “agreement”, insert “other than with a private landlord”

Member’s explanatory statement

This amendment, together with Amendments 15, 16 and 17, would apply a different regime under the Electronic Communications Code to private landlords, giving automatic upgrade rights for operators to properties owned by private landlords subject to the condition that the upgrading imposes no additional burden on the other party to the agreement.

Dame Meg Hillier

15

- ★ Clause 59, page 43, line 39, at end insert—

“(5B) Paragraph 17 of the new code (power for operator to upgrade or share apparatus) applies in relation to an operator who is a party to a subsisting agreement with a private landlord, but as if for sub-paragraphs (1) to (6) there were substituted—

“(1) This paragraph applies where—

- (a) an operator (“the main operator”) keeps electronic communications apparatus installed on, under or over land, and
- (b) the main operator is a party to a subsisting agreement in relation to the electronic communications apparatus.

(2) If the conditions in sub-paragraphs (3), (4) and (6) are met, the main operator may—

- (a) upgrade the electronic communications apparatus, or
- (b) share the use of the electronic communications apparatus with another operator.

(3) The first condition is that any changes as a result of the upgrading or sharing to the electronic communications apparatus to which the agreement relates have no adverse impact, or no more than a minimal adverse impact, on its appearance.

(4) The second condition is that the upgrading or sharing imposes no additional burden on the other party to the agreement.

(5) For the purposes of sub-paragraph (4) a burden includes anything that—

- (a) has an adverse effect on the person's enjoyment of the land, or
 - (b) causes loss, damage or expense to the person.
- (6) The third condition is that, before the beginning of the period of 21 days ending with the day on which the main operator begins to upgrade the electronic communications apparatus or (as the case may be) share its use, the main operator attaches a notice, in a secure and durable manner, to a conspicuous object on the relevant land.
- (7) A notice attached for the purposes of sub-paragraph (6) must—
- (a) be attached in a position where it is reasonably legible,
 - (b) state that the main operator intends to upgrade the electronic communications apparatus or (as the case may be) share its use with another operator,
 - (c) state the date on which the main operator intends to begin to upgrade the electronic communications apparatus or (as the case may be) share its use with another operator,
 - (d) state, in a case where the main operator intends to share the use of the electronic communications apparatus with another operator, the name of the other operator, and
 - (e) give the name of the main operator and an address in the United Kingdom at which the main operator may be contacted about the upgrading or sharing.
- (8) Any person giving a notice at that address in respect of that electronic communications apparatus is to be treated as having been given that address for the purposes of paragraph 91(2).
- (9) Any agreement under Part 2 of this code is void to the extent that—
- (a) it prevents or limits the upgrading or sharing, in a case where the conditions mentioned in sub-paragraphs (3), (4) and (6) are met, of any electronic communications apparatus to which the agreement relates that is installed on, over or under land, or
 - (b) it makes upgrading or sharing of such electronic communications apparatus subject to conditions to be met by the operator (including a condition requiring the payment of money).
- (10) Nothing in this paragraph is to be read as conferring a right on the main operator to enter the land which the main operator would not otherwise have, when upgrading or sharing the use of the electronic communications apparatus.
- (11) References in this paragraph to sharing electronic communications apparatus include carrying out works to the electronic communications apparatus to enable such sharing to take place.
- (12) In this paragraph—
- “the relevant land” means—
- (a) in a case where the main operator has a right to enter the land, that land;
 - (b) in any other case, the land on which works will be carried out to enable the upgrading or sharing to take place or, where there is more than one set of works, the land on which each set of works will be carried out;

“subsisting agreement” has the meaning given by paragraph 1(4) of Schedule 2 to the Digital Economy Act 2017.””

Member’s explanatory statement

This amendment, together with Amendments 14, 16 and 17, would apply a different regime under the Electronic Communications Code to private landlords, giving automatic upgrade rights for operators to properties owned by private landlords subject to the condition that the upgrading imposes no additional burden on the other party to the agreement.

Dame Meg Hillier

16

★ Clause 60, page 44, line 4, after “land”, insert “not owned by a private landlord”

Member’s explanatory statement

This amendment, together with Amendments 14, 15 and 17, would apply a different regime under the Electronic Communications Code to private landlords, giving automatic upgrade rights for operators to properties owned by private landlords subject to the condition that the upgrading imposes no additional burden on the other party to the agreement.

Dame Meg Hillier

17

★ Clause 60, page 45, line 14, at end insert—

“17B(1) This paragraph applies where—

- (a) an operator (“the main operator”) keeps electronic communications apparatus installed on, under or over land owned by a private landlord,
 - (b) the main operator is not a party to an agreement under Part 2 of this code in relation to the electronic communications apparatus, and
 - (c) the electronic communications apparatus was installed before 29 December 2003.
- (2) If the conditions in sub-paragraphs (3), (4) and (6) are met, the main operator may—
 - (a) upgrade the electronic communications apparatus, or
 - (b) share the use of the electronic communications apparatus with another operator.
 - (3) The first condition is that any changes as a result of the upgrading or sharing to the electronic communications apparatus to which any existing agreement between the operator and the landlord relates have no adverse impact, or no more than a minimal adverse impact, on its appearance.
 - (4) The second condition is that the upgrading or sharing imposes no additional burden on the landlord.

- (5) For the purposes of sub-paragraph (4) a burden includes anything that—
 - (a) has an adverse effect on the person's enjoyment of the land, or
 - (b) causes loss, damage or expense to the person.
- (6) The third condition is that, before the beginning of the period of 21 days ending with the day on which the main operator begins to upgrade the electronic communications apparatus or (as the case may be) share its use, the main operator attaches a notice, in a secure and durable manner, to a conspicuous object on the relevant land.
- (7) A notice attached for the purposes of sub-paragraph (6) must—
 - (a) be attached in a position where it is reasonably legible,
 - (b) state that the main operator intends to upgrade the electronic communications apparatus or (as the case may be) share its use with another operator,
 - (c) state the date on which the main operator intends to begin to upgrade the electronic communications apparatus or (as the case may be) share its use with another operator,
 - (d) state, in a case where the main operator intends to share the use of the electronic communications apparatus with another operator, the name of the other operator, and
 - (e) give the name of the main operator and an address in the United Kingdom at which the main operator may be contacted about the upgrading or sharing.
- (8) Any person giving a notice at that address in respect of that electronic communications apparatus is to be treated as having been given that address for the purposes of paragraph 91(2).
- (9) Nothing in this paragraph is to be read as conferring a right on the main operator to enter the land which the main operator would not otherwise have, when upgrading or sharing the use of the electronic communications apparatus.
- (10) References in this paragraph to sharing electronic communications apparatus include carrying out works to the electronic communications apparatus to enable such sharing to take place.
- (11) In this paragraph "the relevant land" means—
 - (a) in a case where the main operator has a right to enter the land, that land;
 - (b) in any other case, the land on which works will be carried out to enable the upgrading or sharing to take place or, where there is more than one set of works, the land on which each set of works will be carried out."

Member's explanatory statement

This amendment, together with Amendments 14, 15 and 16, would apply a different regime under the Electronic Communications Code to private landlords, giving automatic upgrade rights

for operators to properties owned by private landlords subject to the condition that the upgrading imposes no additional burden on the other party to the agreement.

Sir Desmond Swayne

12

☆ Page 45, line 18, leave out Clause 61

Member's explanatory statement

This amendment removes clause 61 of the Bill, which gives operators the ability to calculate rent based on 'land value' rather than 'market value' when renewing tenancies to host digital infrastructure on private land.

Sir Desmond Swayne

13

☆ Page 46, line 42, leave out Clause 62

Member's explanatory statement

This amendment removes clause 62 of the Bill, which gives operators the ability to calculate rent based on 'land value' rather than 'market value' when renewing tenancies to host digital infrastructure on private land in Northern Ireland.

Sir Desmond Swayne

9

☆ Clause 68, page 58, line 38, leave out from "must" to "one" in line 39 and insert "use"

Member's explanatory statement

This amendment, along with Amendments 10 and 11, seeks to ensure that operators engage in the alternative dispute resolution process by making it mandatory.

Secretary Nadine Dorries

4

- ☆ Clause 68, page 58, line 41, after “operator” insert “or the relevant person”

Member’s explanatory statement

This amendment and Amendments 5, 6 and 7 ensure that a person from whom an operator is seeking a code agreement may, at any time, give the operator a notice stating that the person wishes to engage in alternative dispute resolution in relation to the prospective agreement.

Secretary Nadine Dorries

5

- ☆ Clause 68, page 58, line 41, leave out “relevant person” and insert “other”

Member’s explanatory statement

See the explanatory statement for Amendment 4.

Secretary Nadine Dorries

6

- ☆ Clause 68, page 58, line 42, after “operator” insert “or the relevant person (as the case may be)”

Member’s explanatory statement

See the explanatory statement for Amendment 4.

Secretary Nadine Dorries

7

- ☆ Clause 68, page 58, line 43, leave out “relevant person” and insert “other”

Member’s explanatory statement

See the explanatory statement for Amendment 4.

Sir Desmond Swayne

10

- ☆ Clause 68, page 59, line 12, leave out from “must” to “one” in line 13 and insert “use”

Member’s explanatory statement

This amendment, along with Amendments 9 and 11, seeks to ensure that operators engage in the alternative dispute resolution process by making it mandatory.

Sir Desmond Swayne

11

- ☆ Clause 68, page 59, line 34, leave out from “must” to “one” in line 35 and insert “use”

Member’s explanatory statement

This amendment, along with Amendments 9 and 10, seeks to ensure that operators engage in the alternative dispute resolution process by making it mandatory.

Secretary Nadine Dorries

8

- ☆ Schedule, page 67, line 29, leave out sub-paragraph (11)

Member’s explanatory statement

This amendment is consequential on NC2.

Order of the House

[26 January 2022]

That the following provisions shall apply to the Product Security and Telecommunications Infrastructure Bill:

Committal

1. The Bill shall be committed to a Public Bill Committee.

Proceedings in Public Bill Committee

2. Proceedings in the Public Bill Committee shall (so far as not previously concluded) be brought to a conclusion on Tuesday 29 March 2022.
3. The Public Bill Committee shall have leave to sit twice on the first day on which it meets.

Consideration and Third Reading

4. Proceedings on Consideration shall (so far as not previously concluded) be brought to a conclusion one hour before the moment of interruption on the day on which those proceedings are commenced.
5. Proceedings on Third Reading shall (so far as not previously concluded) be brought to a conclusion at the moment of interruption on that day.
6. Standing Order No. 83B (Programming committees) shall not apply to proceedings on Consideration and Third Reading.

Other proceedings

7. Any other proceedings on the Bill may be programmed.

