

From: owner-gia_gl_art11@distro.berec.europa.eu on behalf of [REDACTED]
To: GIA_GL_art11@distro.berec.europa.eu
Subject: SIRO DAC (Ireland) Response to Consultation
Date: Friday, July 11, 2025 7:05:22 PM
Attachments: [Outlook-s0egvfen.png](#)
[Outlook-Icon Desc.png](#)

SIRO response to BEREC’s draft Guidelines on access to in-building physical infrastructure (Article 11 GIA)

(BoR (25) 84, public consultation June 2025)

SIRO is a wholesale-only fibre-to-the-home (FTTH) operator created in 2015 as a 50-50 joint venture between Ireland’s electricity utility ESB and Vodafone. Leveraging ESB’s nationwide poles and ducts, it runs fibre alongside power lines to deliver a “fiber first” network that already passes more than 650 000 premises across 143 towns and cities. Because SIRO sells capacity only to Internet service providers rather than directly to end-users, about twenty retail partners—including Vodafone, Sky, Virgin Media, Digiweb and several regional ISPs—use its open-access network to offer residential speeds up to 2 Gb/s and business services up to 10 Gb/s.

1 General observations

SIRO welcomes BEREC’s initiative to provide practical guidance ahead of the Gigabit Infrastructure Act (GIA) becoming directly applicable on 12 November 2025. Clear, proportionate and investment-friendly rules are essential if Ireland is to meet its Digital Decade target of 100 % gigabit-capable coverage by 2030.

We broadly support the high-level structure of the draft Guidelines, but invite BEREC to refine several elements so that they:

- preserve strong incentives for first movers that finance in-building fibre;
- recognise Member-State specific building practices; and
- remain fully consistent with the symmetric access provisions of Article 61(3) EECC .

2 Comments on Section 2 – Terms & conditions of access

Draft text	SIRO comment & suggested change
Choice for Developer of New Buildings	It should be very clear that a developer has the choice to provide a right-of-use to an operator to satisfy his obligations under Article 10/11 of GIA
Evidence-based pricing when an	SIRO supports the principle but asks BEREC to provide a non-exhaustive list of acceptable costing methodologies (e.g. depreciated replacement cost or

ECN owns the infrastructure /	incremental cost of capacity released) to avoid regulatory fragmentation and protracted disputes.
Preference for sharing fibre before sharing ducts /	Mandating fibre access as the “first” remedy is essential.
Timelines – one month to reach agreement (Annex 1 model)	In the Irish context, many MDUs require management-company approval and physical surveys. A fixed one-month deadline may be unrealistic. We recommend 60 calendar days with the possibility for mutually-agreed extensions, while retaining the GIA’s one-month “cooling-off” before referral to the DSB (Art 13 GIA).
Technical documentation obligations on holders	We strongly support this requirement. To minimise administrative burden, the Guidelines could encourage Member States to allow holders to submit documentation once to the national Single Information Point (SIP) foreseen in Articles 4 & 12 GIA, rather than responding to multiple bilateral requests.

3 Comments on Section 3 – Criteria for dispute settlement

- **One-month DSB decision period /**
SIRO supports an expedited process, but urges BEREC to acknowledge that the DSB may “stop the clock” where parties fail to supply data in a timely manner (recital 64 GIA).
- **Provisional measures**
We welcome the explicit reference to provisional orders; this is crucial to prevent tactical delays. The Guidelines should advise NRAs/DSBs to publish template orders to improve legal certainty.

4 Interaction with national frameworks

If a building permit has been issued under old guidelines for the implementation of the BCRD, compliance with the new guidelines should be acceptable alternative.

If other 'planning requirements' or permit conditions are in place related to the deployment of Broadband, they should be deemed to be satisfied by the adherence to the GIA requirements, to avoid bundling of overlaying requirements.

5 Specific drafting proposals

1. **Para 17, bullet 2** – add “*in line with a transparent costing methodology to be defined at national level*”.
2. **Para 24** – clarify that where the access point is outdoors, the holder must ensure *weather-proof, secure and fibre-compatible* facilities.
3. **Para 38** – recommend BEREC provide a *model contract* (building owner ↔ ECN) as a non-

binding annex to the Guidelines, reflecting the Polish best practice outlined in Annex 1 .

6 Conclusion

The draft Guidelines represent an important step towards harmonised, proportionate and future-proof rules for in-building fibre access. With the refinements suggested above, SIRO is confident that the final text will:


- safeguard the commercial incentives of first-mover fibre investors;
- facilitate timely, low-cost multi-operator access for Ireland's MDUs; and
- equip the national DSB with a clear but flexible toolkit to resolve disputes within the stringent GIA deadlines.

SIRO remains available to discuss these points in greater detail and looks forward to continued engagement with BEREC and ComReg as the Guidelines are finalised.

Best regards,

[Redacted signature]



[Redacted]
E: [Redacted]@siro.ie | T: [Redacted]
W: SIRO.ie


This e-mail and any attachments are confidential, intended only for the addressee and may be commercially sensitive and or privileged. If you have received this e-mail in error and are not the addressee or intended recipient, please notify the sender immediately and delete it. Any content that does not relate to the business of SIRO is personal to the sender and not authorised or endorsed by SIRO. SIRO accepts no responsibility for changes to or interception of this email after it was sent or for any damage to the recipient's systems or data caused by this message or its attachments. SIRO is authorised by the Commission for Communications Regulation for the provision of wholesale access telecommunication services to other telecoms operators. SIRO, the logo, and associated brand names are trademarks of SIRO DAC.