

**BEREC Report on the outcome of the public
consultation on the draft BEREC Guidelines on
the access to in-building infrastructure
according to Article 11(6) of the Gigabit
Infrastructure Act**



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Executive Summary

The Body of European Regulators for Electronic Communications (BEREC) published the draft BEREC Guidelines on the access to in-building infrastructure according to Article 11(6) of the Gigabit Infrastructure Act (GIA) ('the draft guidelines') on 11 June 2025. At the same time, a public consultation was opened, running until 11 July 2025. BEREC received responses from the following 20 stakeholders to the public consultation:

- NL Connect (Dutch Rights of Way Association)
- 1&1 Versatel- Germany
- Ecta (European Competitive Telecommunications Association)
- ASOTEM (Spanish Electronic Communications Operator Association)
- APKT (Association of Cable and Telecommunication Networks Operators in the Czech Republic)
- Open fiber- Italy
- BREKO (The German Broadband Association)
- Vodafone Group
- Deutsche Telecom- Germany
- Digi- Italy
- AIIP (Italian Association of Internet Providers)
- Liberty Global
- Deutsche Glasfaser- Germany
- SIRO- Ireland
- PPC Group (Public Power Corporation Group)
- FTTH Council Europe
- Ministry of Digital Governance - Greece
- WKO-Austria
- Connect Europe
- Stakeholder 1.

This report provides an overview of the responses BEREC received during the public consultation and the BEREC response to each topic raised by stakeholders in particular with regard to the need to adapt the draft Guidelines. It has a similar structure as that of the draft guidelines, as follows:

- **Chapter 1** on General aspects, which sets out a selection of stakeholders' general views on BEREC's draft guidelines;
- **Chapter 2** on The terms and conditions of access to in-building physical infrastructure, including on the application of fair and reasonable terms and conditions;
- **Chapter 3** on The criteria that the dispute settlement bodies (DSBs) should follow when settling disputes falling within the scope of Article 11 of the GIA.



In addition, BEREC published all non-confidential stakeholder responses received.¹

1. General aspects

Overall, BEREC observes broad support for its general objectives, key considerations and recommendations put forward in the draft Guidelines. Some stakeholders however identify some points that could be clarified and improved in their view. The most important points are described below in this document.

1.1 General points

1.1.1 Stakeholders Views

1&1 Versatel acknowledges the very high overall importance of the rules governing access to in-building infrastructure.

From the perspective of 1&1 Versatel, it is crucial that the expansion of in-house cabling does not evolve into a further obstacle to competition. Therefore, 1&1 Versatel advises that both the passive in-house infrastructure and the number of fibre cables are installed with sufficient excess capacity in terms of space and number of fibres to enable competition of providers and products in the future. 1&1 Versatel argues that installing at least four fibres enables seamless access by an additional network operator in the future, thereby strengthening infrastructure-based competition, while deploying only a single fibre would be insufficient.

Ecta urges BEREC to increase the clarity of the final guidelines with respect to formal recommendations, for example, by highlighting those points by concluding text boxes.

APKT welcomes the draft BEREC Guidelines overall. However, APKT calls on BEREC to better describe the possibility of network operators to enter the land on which the building is located and to include fees, which should cover the costs of operating and maintaining, the internal distribution and the costs associated with making the physical infrastructure available (unlocking).

BREKO overall welcomes BEREC's efforts to provide legal and procedural clarity with its Guidelines and considers them a useful framework but sees the need for some further refinement.

¹ <https://www.berec.europa.eu/en/public-consultations-calls-for-inputs/public-consultation-on-the-draft-berec-guidelines-on-access-to-in-building-infrastructure-according-to-art116-of-the-gigabit-infrastructure-act>



Vodafone supports the general direction of the BEREC Guidelines on Article 11(6) of the GIA and welcomes the focus on fair, reasonable, and non-discriminatory access to in-building physical infrastructure. Overall, Vodafone considers that BEREC's approach fits the challenges they experienced in their footprint when it comes to gigabit infrastructure (Vodafone operates in Czech Republic, Germany, Greece, Ireland, Netherlands, Portugal and Romania).

However, Vodafone emphasizes that co-use charges must incentivize investments without being prohibitive to access seekers, that active access products such as bitstream are of practical relevance, and that ownership issues will differ as they fall under national law. The approach to first mover advantage and cost recovery is positive and should be maintained to ensure continued incentives for network deployment.

Deutsche Telekom considers that modernizing in-building networks with fiber optics is crucial for the digital and economic development of the EU and that the expansion of fiber optic infrastructures in buildings must be accelerated while costs are kept as low as possible. Deutsche Telekom further argues that in-building networks must not become a bottleneck that negatively impacts competition and that it is therefore crucial to prevent restrictive access to buildings and infrastructure be prevented.

Liberty Global welcomes Guidance provided by BEREC on access to in-building physical infrastructure.

The most frequent problem that Liberty Global observes is a lack of clarity regarding the ownership of the in-building physical infrastructure. Moreover, permission is often needed from multiple sources to make progress on the access request. Therefore, access negotiations are difficult and take a long time to solve, preventing an effective shared use of physical in-building infrastructure in the market.

Guidelines providing clarity regarding the ownership of the in-building infrastructure and fostering information sharing should help to facilitate an efficient use of in-building physical infrastructure for the deployment of Very High Capacity Network (VHCN)s.

SIRO considers that the draft Guidelines represent an important step towards harmonised, proportionate and future-proof rules for in-building fibre access and welcomes BEREC's initiative to provide practical guidance ahead of the GIA becoming directly applicable on 12 November 2025.

WKO considers the draft BEREC Guidelines on access to in-building physical infrastructure to be helpful. In particular, WKO highlights the importance of shortened procedures and welcomes in that respect the introduction of preclusion rules to make the short procedures possible in the first place. Finally, WKO considers that access to in-building physical infrastructure that is owned by the building owner should be free of charge.



Connect Europe supports differentiated approach to prices for access to in-building physical infrastructure depending on the ownership of the infrastructure suggested in the draft BEREC guidelines as both principled and practical. Indeed, Connect Europe considers that access to in-building physical infrastructure owned by non-Electronic communication network (ECN) should be the default with limited room for deviations. Connect Europe identifies advantages of such approach in terms of cost efficiency and argues that fibre-ready buildings are more attractive both to tenants and buyers.

1.1.2 BEREC Response

BEREC welcomes the strong support expressed for the draft BEREC Guidelines.

BEREC agrees with 1&1 Versatel that it is crucial to avoid in-house infrastructure becoming an obstacle to competition or deployment. However, BEREC considers that suggestions on excess capacity of such infrastructure are out of scope of the legal mandate for the BEREC Guidelines.

Regarding the proposal to emphasize stronger recommendations in the report, BEREC notes that each section of the guidelines starts with some highlights of the main points. BEREC does not wish to reinforce the corresponding recommendations, since as stated in Article 11(6) of the GIA these guidelines must “*take into account well-established principles and the specific situations across Member States*”, which does not enable it to impose stronger recommendations than already suggested in the draft guidelines.

As regards the call for including access to land on which the building is located by APKT, BEREC considers this aspect out of scope of Article 11(6) of the GIA. BEREC would further like to point out that the Guidelines do not in principle prevent the existence of duly justified charges in specific circumstances. BEREC does not consider the need to change the draft Guidelines in that regard.

BEREC agrees with Deutsche Telekom that the expansion of fibre optic infrastructures in buildings is crucial. However, based on the points made by Deutsche Telekom, BEREC does not see the need to amend the draft Guidelines as GIA itself expressly supports this target (i.e. rec. 2,3, Article 10 of the GIA etc.).

BEREC further notes the point raised by Liberty Global, that uncertainty around ownership of specific relevant assets is a problem. However, issues around ownership and required permissions are highly dependent on national civil law and are out of scope for these BEREC guidelines.



1.1.3 Other points to note

BEREC notes that these guidelines will be published before the GIA actually applies (12 November 2025) according to Article 19(2) of the GIA. Of course, **these guidelines cannot apply before the Act upon which it is based**. BEREC adds a precision to clarify that point at the beginning of the guidelines.

BEREC also includes in the guidelines some other changes aiming at clarifying some wordings or correcting some typos throughout the document.

1.2 Level of Detail of BEREC Guidelines

1.2.1 Stakeholder views

Ecta is of the view that the BEREC guidelines should focus on high level criteria and leave the specific provisions to be set on a case-by-case basis.

With regard to the suggestion of complementing the BEREC guidelines, if necessary, by national or local guidelines (paragraph 16), Ecta expresses its strong preference for nation-wide guidelines, to avoid fragmentation within Member States.

BREKO calls on BEREC to provide further clarification in order to make the Guidelines not only principled but also practicable, in particular in key areas such as cost allocation, legal safeguards, and the treatment of infrastructure duplication.

Deutsche Glasfaser supports key aspects described in the BEREC Guidelines but argues that BEREC should refine the Guidelines in specific areas to ensure legal certainty, investment protection, and operational feasibility.

SIRO calls on BEREC to refine its Guidelines 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) of the European Electronic Communications Code (EECC).

1.2.2 BEREC Response

As regards the calls for further clarification, refinement and increased detail in various areas raised by stakeholders, BEREC does not consider a need to amend the draft Guidelines at this stage. Indeed, BEREC considers that the guidelines should be high level and principle based, given the fact that the GIA will only be applied as of November 2025 and that no precise proposals were made during the public consultation. Should practical problems arise in the application of the GIA at a later stage however, BEREC is ready to review or amend its Guidelines as appropriate.



2. The terms and conditions of access to in-building physical infrastructure, including on the application of fair and reasonable terms and conditions

2.1 Definitions

2.1.1. Stakeholder views

SIRO proposes to add to paragraph 17, bullet 2 – the sentence “in line with a transparent costing methodology to be defined at national level”.

Ecta suggests not using terms such as ‘may’, ‘could’, ‘should’, ‘in principle’, etc. in the final Guidelines but to formulate a firm guideline that National Regulatory Authorities (NRAs)/(DSBs) can only deviate from if they provide clear justification.

Whilst Ecta recognizes the positive intent of para 17 as an introductory statement, Ecta requests its deletion, because it introduces ambiguities. The text in para 42-49 covers these subjects in a sharper and more detailed manner, which is more suitable for guidelines.

1&1 Versatel welcomes BEREC approach, according to which the Guidelines adopt all definitions contained in Article 2 of the EECC and Article 2 of the GIA. Pointing out that it ensures that consistent definitions are used and avoids difficulties in interpretation.

Open Fiber, states that it is crucial that the Guidelines include explicitly defined terms.

2.1.2. BEREC response

BEREC welcomes that 1&1 Versatel and Open Fiber share the approach outlined in the draft Guidelines.

BEREC considers that Guidelines should not create any strict rule but provide guidance to NRAs and DSBs to fulfil their tasks and therefore does not see any need to change the proposed definitions.

Finally, regarding the introductory paragraph 17, BEREC notes that Ecta at the same time requires to emphasize better the main recommendations (see 1.1). BEREC believes these introductions are indeed important and prefers to keep them, the structure of the document making already clear that these are only summaries and that the detailed recommendations are the real core of the guidelines.



2.2 Identification of boundaries regarding the in-building physical infrastructure

2.2.1. Stakeholder views

Ecta believes that it is crucial that all access points are easily accessible by more than one operator, without excessive effort (paragraph 21) and asks BEREC not to allow any dilution of these principles.

Ecta highlights that accessibility means that operators must be able to reach and access the access point as well as the passive in-building infrastructure (from that point up to the network termination point inside the end-user premises) and that the distribution facility must have enough space to allow access seekers to perform technical operations (paragraph 23) and so asks BEREC to confirm that enough space must be made available to accommodate multiple operators. This being stated, Ecta requests the deletion of the link made with Article 61(3) of the EECC in paragraph 23, as this may result in conflating the GIA, which is a legal instrument solely aimed at cost reduction - with Article 61(3) of the EECC which is aimed at addressing competition problems on an *ex-ante* basis.

With regard to access outside buildings (paragraph 24), which is known to be a practice in several Member States, Ecta believes that network security and resilience requirements justify explicit rights for operators, e.g. those focused on business customers, to construct their networks up to the building itself, and request and obtain access to in-building physical infrastructure.

Ecta considers that the expectation of changes in ownership of in-building physical infrastructure and wiring is speculative, and reference is made to a single Member State (paragraph 26), and, therefore, requests the deletion of this paragraph.

SIRO requests BEREC to clarify (paragraph 24) that where the access point is outdoors, the holder must ensure weatherproof, secure and fibre-compatible facilities.

Vodafone underlines that the question of ownership is a matter of national law which is outside the regulatory scope of the GIA and will probably show different results in the different Member States.

FTTH Council suggests that BEREC should ensure that access to all forms of passive infrastructure (ducts, poles, in-building wiring) is mandated on non-discriminatory, transparent, and cost-oriented terms.

2.2.2. BEREC response

BEREC shares Ecta's point of view on paragraph 21 (that all access points must be easily accessible by more than one operator, without excessive effort) and notes that the Guidelines



explicitly state that *"it is important that an access point is easily accessed by more than one operator, without excessive effort"* (paragraph 21), in order to enhance competition by allowing more than one undertaking to serve end customers inside the building.

BEREC agrees with Ecta that the distribution facility *"should have enough space to allow access seekers to perform technical operations"* (paragraph 23). However, BEREC disagrees with the Ecta proposal to remove the reference to the guidelines in BoR (20) 225 (*BEREC Guidelines on the Criteria for a Consistent Application of Article 61(3) of the EECG*) in paragraph 23. BEREC does not share the view that this introduces ambiguity; the reference clearly directs to the Guidelines that can be used to resolve doubts arising from paragraph 23.

BEREC agrees with Ecta and acknowledges that access points may be located outside buildings (paragraph 24) but the Guidelines do not directly address the scope of operators' rights in this regard, *i.e.* where the access point has to be located: an access point is always located on the property, and whether it is inside or outside the building does not affect the issue of security; it is up to the parties involved (operator and property owner/manager) to decide where it will be located, and in alignment with the relevant standards or technical specifications adopted by Member States with respect to Article 10(4) of the GIA.

BEREC disagrees with the Ecta's proposal to delete paragraph 26. This point describes a general scenario, even if referring specifically to the current situation in Finland, to which BEREC draws particular attention since it cannot be assumed that a situation similar to that in Finland will not occur in another Member State.

BEREC does not see the need, proposed by SIRO, to further clarify that where the access point is outdoors, the holder must ensure weatherproof, secure, and fibre-compatible facilities. Although BEREC does not explicitly mention "weatherproof", the general principles of accessibility and ensuring the proper functioning of the infrastructure imply the need for robust infrastructure regardless of the access point location.

BEREC agrees with Vodafone that ownership is a matter of national law but also has a nuanced disagreement that it is entirely outside the GIA's regulatory scope in terms of implications. BEREC notes that changes in ownership are *"to be expected"* due to GIA obligations and that this is *"already the case in Finland."* At the same time, BEREC states that its Guidelines allow for adaptations to *"respect unique situations or any specificities of Member States."* This means BEREC acknowledges national legal conditions but also points to expected changes resulting from the GIA.

BEREC agrees with FTTH Council suggestions since Guidelines explicitly states that *"it is important that existing in-building physical infrastructure is used where it is available."* BEREC also indicates that access should be granted to the full utilization of capacity, unless there are objective reasons not to. Additionally, BEREC indicates that access to in-building physical infrastructure should *"in principle be provided free of charge by the building owners/managers"*



to ECN operators" and provides some methods to identify fair and reasonable prices when the infrastructure is owned by an ECN operator.

2.3 Different case categories

2.3.1. Stakeholder views

Ecta welcomes BEREC's important indication that the Article 11(3) of the GIA obligations should be understood to cover both the owner of the in-building infrastructure or an entity to which the owner of the infrastructure has delegated control over it (paragraph 27). This being stated, the wording 'should be understood' could usefully be replaced by a more binding formulation (e.g. 'shall'), and after 'entity', it would be advisable to add 'or person', given that physical persons may be the ones to which functions are delegated (e.g. members of the association of owners, a professional 'syndic' and equivalents).

ASOTEM positively values the fact that the draft BEREC guidelines distinguish between two relevant scenarios concerning the ownership of physical infrastructure located within buildings: on the one hand, when such infrastructure is owned by the property owners, in which case free access is recommended—except in duly justified exceptional circumstances; and, on the other hand, when the infrastructure is owned by an electronic communications operator, in which case cost recovery is allowed.

Deutsche Telekom would like to express their support for the differentiated approach adopted in the draft guidelines with regard to the ownership of in-building physical infrastructure. This distinction between ECN operators and non-ECN entities (e.g. building owners or managers) is both principled and practical.

2.3.2. BEREC response

BEREC disagrees with Ecta's proposal to replace the phrase 'should be understood' with a more binding phrase such as 'shall'. BEREC notes that such strong wording should not be used in guidelines, particularly as these are recommendations and not mandatory requirements. With regard to the addition of the words 'or person' after the word "entity", BEREC agrees with Ecta that it is reasonable to add the words 'or person', given that functions may be transferred to natural persons. BEREC therefore will amend the text of the Guidelines as follows:

27. Considering the different conditions in Member States it is important to specify the entities obliged to provide access to the access point and the in-building physical infrastructure. The holder of a right to use the access point and the in-building physical infrastructure as referred to in Article 11(3) of the GIA should be understood as both the owner of the infrastructure or



an entity or person equivalent to an access provider (e.g. administrator, trustee, authorised representative to which the owner of the infrastructure has delegated control over it.

BEREC welcomes that the ASOTEM and Deutsche Telekom agrees with the differentiated approach adopted in the Guidelines with regard to the ownership of the in-building physical infrastructure (ECN operators and non-ECN entities e.g. building owners or managers).

2.4 Access to the in-building physical infrastructure

2.4.1. Stakeholder views

Ecta's view, with regard to the last sentence of paragraph 30, is that the right to physical access (e.g. access to in-building cellars, technical rooms, racks, trays, risers, tubes and mini ducts) should always be guaranteed, and that the presence of in-building fibre should never prevent operators who wish to deploy their own fibre in the in-building infrastructure from doing so. According to Ecta, BEREC Guidelines should clearly state that operators have the right to deploy their own in-building fibre to be able to manage their connections end-to-end (i.e. from their networks to the customers' premises) and avoid delays in take-up of services. For these reasons, Ecta requests the deletion of the last sentence of paragraph 30.

Ecta requests the inclusion of explicit deadlines for each procedural milestone referred to in paragraph 33 (such deadlines are not put forward by BEREC) and disagrees that procedural deadlines will depend on the specific circumstances of countries, causing unjustified lack of harmonization, and therefore requests the deletion of the last sentence of paragraph 33.

Open Fiber proposes that the principles that should govern access to physical infrastructure be further clarified and be unambiguous by ensuring that an ECN operator cannot prevent or condition access to pre-existing in-building physical infrastructure owned by the building owner, in accordance with the draft BEREC guidelines. No operator should have exclusive rights of access to the in-building infrastructure owned by the building owner. Furthermore, it should be specified that any past exclusive use of in-building spaces cannot be transformed into an exclusive right of access to the in-building infrastructure by an operator (typically the former incumbent) that limits access to another ECN operator. In particular, the access by a ECN operator to the vertical infrastructure of the building (i.e., where fibre cables run up to the individual apartments/end users) cannot be prevented or subject to more difficult/expensive conditions.

Open Fiber believes that the provisions of GIA recital (53) (as referenced in paragraph 39 of the draft BEREC guidelines) should be implemented according to which "*the undertakings providing, or authorised to provide, public electronic communications networks should, to the extent possible, remove the elements of their network, such as obsolete cables, equipment, and restore the affected area upon termination of the contract with the subscriber*". Open Fiber



finds it extremely beneficial that BEREC, in referencing recital (53) of GIA, addressed the “*end-of-life*” of network elements. Nevertheless, the stakeholder suggests it would be appropriate to specify that the reference to “end-of-life” (paragraph 39) should be declined in accordance with the two primary scenarios: *i)* at the user’s request for activation of a FTTH service; *ii)* during the cabling phase with a determination of infrastructure saturation and highlights that is also of extreme significance to specify that the removal of network elements that have reached “end-of-life” is made for free and in reasonable time.

On removal of obsolete infrastructure elements or obsolete equipment, Open Fiber's believes that should be taken into account that network elements, such as obsolete cables that are occasionally no longer in use, can saturate the physical in-building infrastructure's capacity to facilitate multiple operator access.

1&1 Versatel agrees with the proposal that Member States may lay down detailed requirements for the administrative aspects of applications for access to in-building infrastructure. This stakeholder also notes that the access seeker naturally has less and less valid information at its disposal than the access provider: this information asymmetry often cannot be compensated by information claims and requests and must therefore not be borne by the access seeker; On the contrary, due to its information advantage, the access provider must be held to a much greater obligation to facilitate an agreement.

1&1 Versatel welcomes the recommendation in paragraph 32 that Member States set internal milestones in connection with the access request procedure, “*which should not exceed one month.*”, and propose to add “in total” to make it clear that the overall duration of the procedure must not be extended.

PPC Group agrees that Member States should streamline the process for operators to obtain landlord permission to deploy necessary infrastructure.

Liberty Global supports the goal of making the access request process streamlined, straightforward, and effective. However, regarding the proposed timeline in paragraphs 32 and 33 of the BEREC proposal which suggest a one-month deadline to round up the process to reach access agreements, the stakeholder believes this period may be challenging, especially if the timeline referred to is supposed to cover the entire end-to-end process. A more feasible timeline would align with the timelines outlined in Annex 1 (in the Polish example, approximately 3 months), which the stakeholder considers more practical and workable for the end-to-end process, from access request to agreement closure.

DIGI' suggests that the application of the right of refusal due to the existence of available dark fibre should take into account (*i*) the age of civil infrastructure and its depreciation, (*ii*) the level of saturation and the level of return on investment already achieved by the ECN operator, (*iii*) the actual substitutability, both in technical terms and in terms of price, between on one hand the offer of dark fiber by the ECN operator owning the physical infrastructure and, on the other hand, the network segment that would be built by the access seeker. According to DIGI, the



right to refuse access based on the availability of dark fiber should be upheld only when is the ECN operator is owner of the fibre-ready in-building physical infrastructure and not when it's just a holder of a right to use that infrastructure (in paragraph 37 this is unclear).

SIRO recommends BEREC to provide a model contract (between building owner and ECN) as a nonbinding annex to the Guidelines, reflecting the Polish practice outlined in Annex 1.

DIGI considers that if a request for access is placed and the physical infrastructure is occupied by obsolete cables, the removal of the elements of network, such as obsolete cables or obsolete equipment, that have reached 'end of life' and restoration the affected area to its previous state should be considered a duty and suggests that wording in paragraph 39 sounds too soft under this respect.

FTTH Council suggests that the end-of-life reference in paragraph 39 could be elaborated to specify the two primary scenarios: *i) at the user's request for activation of a FTTH service; ii) during the cabling phase with a determination of infrastructure saturation.* As well as restoration to the previous state, non-interference with the remaining fibre infrastructure should be specified.

BREKO wants to highlight that, *"while BEREC proposes a standard contract template provided by NRAs/DSBs for specification of terms and conditions as well as relevant SLAs and KPIs, individual cases vary significantly", "templates may help streamline processes but cannot replace tailored negotiations. Finally, BREKO points out that flexibility must be preserved to reflect technical, legal, and commercial realities."*

2.4.2. BEREC response

BEREC disagrees with Ecta's proposal to delete the last sentence of paragraph 30, since open access to in-building physical infrastructure is a remedy already in place in some Member States which can be compliant with GIA (if the conditions of this open access are this Act).

BEREC disagrees with Ecta's proposal to include explicit deadlines for each procedural milestone referred to in paragraph 33, since flexibility for Member States should always be guaranteed, according to national circumstances, and some cases may also appear more complex than others.

Regarding the suggestion from Open Fiber and DIGI that no operator should have exclusive rights of access to the in-building infrastructure owned by the building owner, BEREC notes that GIA already states that "any provider of public electronic communications networks shall have the right to access any existing in-building physical infrastructure with a view to deploying elements of VHCNs if duplication is technically impossible or economically inefficient." BEREC thus sees no need to modify the guidelines, which are already aligned with this prescription from GIA.



BEREC agrees with Open Fiber, DIGI and FTTH Council opinions that removal of obsolete infrastructure elements or obsolete equipment is a crucial element to foster the network rollout but considers that more specific procedures about obsolete network elements removal could be adopted at national level by NRAs/DSBs, taking into account their circumstances and relevant experience which is currently not available for BEREC. If required, BEREC can in the future complement these guidelines on that topic once there is enough experience to build upon.

BEREC agrees with 1&1 Versatel about the fact that the access granter is responsible for providing timely and complete information to the access seeker and underlines that uncooperative behavior could be considered by DSBs during the dispute procedure. This does not however require any change in the guidelines which already suggests corresponding timeframe.

BEREC doesn't see the need to further specify, as proposed by 1&1 Versatel, that the timeframe to reach an agreement between the parties is within one month of the date of receipt of the formal access request, since this is already clearly stated in Article 13 (1) letter d) of the GIA; for the same reason BEREC disagrees with Liberty Global's suggestion to extend this timeframe.

BEREC agrees with BREKO suggestion that NRAs/DSBs contract templates should leave some degree of flexibility for the parties, since "*individual cases vary significantly*". For that reason, and since no precise suggestion has been made, BEREC does not at this stage propose a model contract apart from the one already provided as an example.

Finally, regarding the availability of dark fibre, BEREC wants to stress that neither GIA nor these guidelines has created an exemption to the obligation to provide access to in-building physical infrastructure when dark fibre is available. These guidelines simply highlight the fact that in some situations sharing fibre rather than physical infrastructure may be a more efficient solution and recommend that it is considered in these situations.

2.5. Price related terms and conditions of access to physical in-building physical infrastructure

2.5.1 Stakeholder views

NL Connect, 1&1 Versatel, Ectra, Open Fiber, Deutsche Telekom, Liberty Global, FTTH Council support BEREC's view that access to the physical infrastructure of buildings should be free of charge.

Several of them even ask for a stronger position with no exemption from the "free of charge" rule for owners who are ECN operators (removal of scenario 2 of the guidelines). On the



contrary, Connect Europe and PPC Group support the differentiated approach to prices for access to in-building physical infrastructure depending on the ownership of the infrastructure suggested in the draft BEREC guidelines because it considers the approach both principled and practical, and BREKO asks that additional cost can be recovered by operators.

Furthermore, 1&1 Versatel argues that BEREC is not sufficiently critical of the frequently put forward argument that the “first-mover advantage” must not be jeopardized, as otherwise no expansion would take place. However, this cannot be accepted for several reasons, as the premise itself is incorrect in 1&1 Versatel’s view. Indeed 1&1 Versatel considers that it would be misleading if the protection of the first developer were to be at the expense of provider and product diversity and thus ultimately at the expense of competition and end customers. Therefore 1&1 Versatel calls on BEREC to amend or delete the corresponding section of the Guidelines. 1&1 Versatel expressly welcomes, that access to the physical infrastructure inside buildings should generally be free of charge. On the contrary, Vodafone underlines that any co-deployment could impact the investment made by the first mover and welcomes the approach that, in such cases, fair and reasonable prices should not reduce or unduly deplete a first mover advantage, as incentives for network expansion should be set in a way that can benefit different type of ECN operators and not only the incumbent ; and In case the owner of the in-building physical infrastructure is an ECN operator, Liberty Global, FTTH Council believes that it is crucial that compensation mechanisms preserve the first mover advantage and asks BEREC to clarify what happens once the depreciation period of 30 years has passed.

AIIP supports the overall principles for prices of access set out in the Guidelines. AIIP however expresses concerns about the lack of concrete mechanisms to ensure this principle is respected in practice. Absent setting harmonized criteria, ex-ante transparency obligations, or reference benchmarks, too much discretion would be left in the hands of infrastructure owners. Therefore AIIP urges BEREC to promote the adoption of clearer cost models, sectoral benchmarks, and mandatory disclosure of pricing methodologies upon request, to ensure effective and fair access. ASOTEM and SIRO also ask for such calculation methodology.

PPC Group disagrees with BEREC’s position (chapter 2.5, paragraph 48) on the appropriate depreciation period: since infrastructure is typically installed to serve specific customers, PPC Group proposes that the depreciation period be limited to the average customer lifecycle of 4–5 years. On the same topic, Greek General Secretariat of Telecommunications and Post of the Ministry of Digital Governance proposes that a depreciation period is specified for the asset that was invested from the initial operator/installer (ECN or non-ECN operator). The depreciation period must derive from an equation that includes the number of subscribers, the years of the offered service and the initial investment; for reasons of simplicity, alternative method of calculation is the deposit of the cost of installation to the initial operator/installer by a percentage that is related to the number of operators using the in-building infrastructure (ie. 50% for 2 operators, 33.33% for 3 operators, etc).



2.5.2 BEREC responses

BEREC notes that many operators share BERECs view that the use of in-building physical infrastructure should generally remain free of charge if the building's owner is the owner of the in-building physical infrastructure. BEREC however wants to clarify that the draft Guidelines state in paragraph 3 (and in more details in chapter 2.6): access should not generally remain free of charge “for” the building owner but “by” the building owning under certain conditions. BEREC thanks the respondents for their support.

Regarding the balance between a stronger statement on the “free of charge” scenario (for instance, removal of scenario 2, or removal of the exception in “very particular circumstances”) and the current version, BEREC believes the proposed guidelines reaches the right balance and note no consensus in the responses to the public consultation.

As regards the views expressed around the potential need to consider a first mover advantage, BEREC agrees that this does not imply that the market position of the first mover remains uncontested. Therefore, in the draft Guidelines, BEREC only recommends that fair and reasonable prices should not deplete a reasonable first mover advantage, in circumstances when in-building physical infrastructure was installed and is owned by an electronic communications operator. BEREC considers that the impact on competition is obviously different in a situation where an ECN deploys in-building fibre for the first time as opposed to where multiple ECN want to deploy in a building.

As regards the call to promote the adoption of clearer cost models etc. BEREC disagrees at this stage. BEREC considers that the guidelines should be high level and principle based, given the fact that the GIA will only be applied as of November 2025 and that no precise proposals were made during the public consultation. Should practical problems arise in the application of the GIA at a later stage however, BEREC is ready to review or amend its Guidelines as appropriate, the same applies to depreciation periods.

2.6 Fiber Access

2.6.1 Stakeholder views

This chapter received both strong support and strong rejection depending on the respondents:

- Ecta requests the deletion of chapter 2.6, since the GIA requirement for fibre-ready in-building physical infrastructure is a matter of law (Article 10 of the GIA), which cannot be diluted by BEREC Guidelines; therefore, it is not appropriate (as suggested in paragraph 51) to first consider access to the fibre itself before turning to the physical infrastructure, NL Connect also disagrees..



- DIGI believes that refusal to access based on access to dark fibre should be limited to when the ECN operator is owner of the fibre-ready in-building physical infrastructure and not when it's just a holder of a right to use that infrastructure.
- 1&1 Versatel considers that access to the fiber optics themselves should not necessarily be considered first
- SIRO believes that mandating fibre access as the “first” remedy is essential, since the preference should be for sharing fibre before sharing duct.
- BREKO, Deutsche Glasfaser and FTTH Council request BEREC to explicitly acknowledge that the duplication of in-building fibre wiring is, by default, economically inefficient and technically unnecessary – and thus supports BEREC’s proposal and asks BEREC to go even further

Liberty Global and Vodafone urges BEREC to make sure that its Guidelines abide by the principles of appropriateness, proportionality as well as technological neutrality and do not favour fibre over any other Gigabit network technology.

Vodafone notes that in practice, bitstream as an active access product is and probably will be more relevant than access to dark fibre which in fact is preferable to passive infrastructure access resulting in overbuilt in-building networks. Vodafone also wants to highlight the absolute need that all gigabit networks are treated equally when GIA is implemented and highlights that upgraded DOCSIS/HFC networks are Gigabit-proof and thus able to deliver Gigabit connectivity, as fiber networks do.

2.6.2 BEREC responses

BEREC would like to reiterate that even though access to fibre – where available - should be considered, that does not mean that it should necessarily be chosen and this may depend on national or local circumstances. BEREC further notes that there are opposing views of stakeholders on this point, which suggest that the draft Guidelines strike a good balance between views.

BEREC amends paragraph 5 in chapter 1 Executive summary of the draft Guidelines to avoid any misunderstanding as follows:

5. BEREC considers it preferable, that when it is available, access to the fibre itself is considered first, in order to avoid discouraging investments by operators inside buildings. BEREC however notes that this may not always be a suitable solution for the operator asking for access. As a result, BEREC believes this solution should usually be considered first, but it does not mean it should necessarily be ultimately chosen (unless national law requires it)."



BEREC disagrees with the view expressed by several stakeholders that duplication of in-building fibre wiring should by default be considered economically inefficient and technically unnecessary. This will depend on national circumstances, to be assessed case by case by DSBs. BEREC further notes that there are opposing views of stakeholders on this point, which suggests that the draft Guidelines strike a good balance between views.

Regarding Vodafone and Liberty Global concern that Guidelines should not favour fibre over other technologies capable of delivering Gigabit connections, BEREC wants to point out that the need to provide connections to end users inside new buildings via fiber wiring is clearly states in Article 10 of GIA *“All newly constructed buildings and buildings undergoing major renovation works (...) shall be equipped with a fibre-ready in-building physical infrastructure and in-building fibre wiring”*. Furthermore the principle of technological neutrality is explicitly mentioned in rec. 48 of the GIA. Whereas Article 11 of the GIA states that *“any provider of public electronic communications networks shall have the right to access any existing in-building physical infrastructure with a view to deploying elements of VHCNs”*: since the criteria that a network has to fulfil in order to be considered a VHCN are defined in BEREC Guidelines BoR (23) 164, BEREC believes that a technology neutral approach is still preserved.

2.7 Other non-price related terms and conditions of access to physical in-building physical infrastructure

2.7.1 Stakeholder views

Ecta expresses its agreement on BEREC’s proposals, and particularly welcomes paragraph 53, bullet 2, addressing the need for up-to-date technical documentation, and the last bullet on maintaining the physical in-building infrastructure.

SIRO supports this requirement for the technical documentation obligations on rights holders. 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 of the GIA, rather than responding to multiple bilateral requests.

2.7.2 BEREC responses

BEREC welcomes Ecta’s and SIRO’s overall support for chapter 2.7 of the draft of the Guidelines. However, BEREC considers that the requirements for the national Single Information Point are out of scope of the legal mandate for these Guidelines.



2.8 Reasonableness

2.8.1 Stakeholder views

1&1 Versatel believes that, regarding paragraph 56 letter a) that states: *“the placement of VHCN elements in the in-building physical infrastructure is not possible for duly justified technical reasons, in particular due to the infrastructure obstruction, occupancy or reservation of the in-building physical infrastructure”* it is completely unclear as to what the word “reservation” refers to.

1&1 Versatel expresses its concern about the interpretation of paragraph 56 letter (e), which, in the stakeholder’s view, gives rise to fears that it is intended to introduce a reason for rejection that would enable the infrastructure provider to reject the access applicant by referring to a bitstream offer; so completely undermine the access to in-building infrastructure enshrined in the GIA. On the same topic, Ecta has reservations about chapter 2.8 as a whole and more specifically on paragraph 56 letter e).

SIRO’s opinion on choice for developers of new buildings is that 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 Articles 10 and 11 of the GIA.

On infrastructure access and competition, the FTTH Council Europe strongly supports the GIA’s provisions for broad, non-discriminatory access to in-building physical infrastructure.

One stakeholder recommends that ancillary infrastructure, particularly access to electricity needed to power active equipment, be recognized as an essential element to ensure effective activation and operation of VHCN elements; access to such infrastructure should be granted under the same fair, reasonable, and non-discriminatory conditions as access to the passive in-building physical infrastructure itself.

Deutsche Glasfaser asks BEREC to clarify *“the ability to refuse in case other VHC networks are already in place”* since, in stakeholder’s view, *“this would mean that in case of an existing coax cable infrastructure (and possibly also vectored copper), a fiber deployment can be rejected.”*

2.8.2 BEREC responses

BEREC agrees with the comment made by 1&1 Versatel and has decided to eliminate the word “reservation” from paragraph 56 letter a) of the Guidelines.

Therefore BEREC will amend the Text of the Guidelines as follows:

56. Having regard to the need to ensure fair and reasonable terms and conditions of access to in-building physical infrastructure it is important to identify a set of objective reasons which



might render an access request unreasonable. The holder of a right to use the access point and the in-building physical infrastructure may refuse to grant access for instance in case:

- a. the placement of VHCN elements in the in-building physical infrastructure is not possible for duly justified technical reasons, in particular due to the infrastructure obstruction or occupancy ~~or reservation~~ of the in-building physical infrastructure,*

Regarding paragraph 56 letter e), BEREC agrees that it may create confusion and has deleted it in the final version of the guidelines.

In its submission SIRO stated that the guidelines should be very clear that a developer has the “choice” to provide a right-of-use to an operator to satisfy his obligations under Articles 10 and 11 of the GIA. BEREC does not agree with the view expressed by SIRO and notes that Article 11 of the GIA bestows rights on providers of public electronic communications networks, including with respect to the right to roll out their network up to the access point, the right to use the access point and the in-building physical infrastructure subject to reasonable request, etc.

In relation to a stakeholder demand for a clear reflection of technology neutrality principle in the Guidelines, that implies recognition of ancillary infrastructure (including power supply) as crucial for VHCN, and an expanded definition of “in-building physical infrastructure” to include rooftops and external surfaces for hosting wireless elements (e.g., antennas, small cells), BEREC agrees with the goal of facilitating VHCN deployment, including wireless components, since supporting VHCN deployment aligns with BEREC's mission, but disagrees with explicitly including these elements within the text of these Guidelines, since the definition of “in-building physical infrastructure” is already provided in Article 2 of the GIA. To this regard, BEREC underlines that its mandate (under Article 11(6) of the GIA) strictly focuses on access to passive in-building physical infrastructure. And that access to power for active equipment and the explicit expansion of the infrastructure to rooftops and external surfaces fall outside this specific scope.

Finally, regarding Deutsche Glasfaser's demand for clarification, BEREC stresses that the existence of another VHCN network in the building is not by itself a motive of rejection.



3. The criteria that the dispute settlement bodies should follow when settling disputes falling within the scope of Article 11 of the GIA

3.1. Content aspects to be considered

3.1.1 Stakeholders feedback

1&1 Versatel points out that in paragraph 73 the draft guidelines sets out principles, which are familiar from national procedural regulations in administrative law and which are also applied in Germany by the dispute resolution body of the Federal Network Agency

ASOTEM proposed that the BEREC guidelines include a non-binding, indicative list of common minimum technical requirements, which Member States could incorporate into their respective regulations or use as a reference standard for new developments and renovations. While not legally enforceable, such a list would carry harmonizing normative value, useful for fostering interoperability of technical solutions and reducing disputes between parties.

3.1.2 BEREC responses

As regards ASOTEM's proposal that the BEREC guidelines should include a non-binding, indicative list of common minimum technical requirements, which Member States could incorporate into their respective regulations or use as a reference standard for new developments and renovations, BEREC cannot accept the proposal. The limitation of BEREC guidelines in Article 11(6) of the GIA is crucial and BEREC cannot go beyond this scope. Moreover, BEREC believes that relevant standards or technical specifications are covered by Article 10 of the GIA, where Member states are empowered to adopt such relevant standards or technical specifications, not BEREC.

3.2 Procedure to be followed in the handling of disputes

3.2.1 Stakeholders feedback

Ecta welcomes the substance and proposals made in chapter 3. In Ecta's view, BEREC's final guidelines (paragraphs 79-82), need to ensure that any optional informal mechanism and mediation process does not end-up resulting in long delays, and suggests that (paragraph 84 under 'suspension or extension'), the text needs to be sharpened to prevent delaying tactics and regulatory gaming.



Ecta, SIRO, Deutsche Glasfaser and WKO support the need for processes of provisional orders but some of these stakeholders ask what the legal basis for these would be. Furthermore SIRO regards the Guidelines should advise NRAs/DSBs to publish template orders to improve legal certainty.

Also, 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. On the same topic, Deutsche Glasfaser and BREKO recommend that preclusion rules are defined by the DSB, and ASOTEM stresses the need to bindingly define the legal consequences of the infrastructure owner’s inaction in response to a properly submitted request. (for instance a “positive silence” rule be established, applicable when special conditions are met).

ASOTEM emphasized the need for predictability in relations with property Owners’ Associations. For that reason, ASOTEM suggested that the BEREC guidelines recommend that Member States establish a clear and structured procedure for processing access requests addressed to property owners’ associations, building managers, or other building representatives. This procedure should include, at a minimum, an obligation to issue a formal response within a reasonable timeframe, for example 30 calendar days from the receipt of a complete and properly documented request by the operator. The absence of a response within the defined timeframe should trigger a fast-track review mechanism by the competent authority or national DSB, which would assess the request on a priority basis and within reduced deadlines.

As access seekers, 1&1 Versatel supports the statement in paragraph 78 that “[i]t is not just the reasonableness for the respondent that needs to be checked (by the DSB), but rather the interests of the applicant must also be taken into account.” It is the only way to ensure provider and product diversity for the benefit of end users as the network continues to expand. Furthermore 1&1 Versatel supports the approaches for making the most efficient use of the tight deadlines as written in paragraphs 80 and 81 of the draft guidelines.

On the other hand, 1&1 Versatel opposes the excessive formalization of the procedure described in paragraph 82 which could turn counterproductive in terms of the completeness of the information, as any incompleteness could be to the detriment of the applicant. 1&1 Versatel point out, that the practice of dispute resolution procedures shows that it is only under massive pressure from the DSB that the necessary information is provided by the respondents and access providers.

Digi's comment to paragraph 84 - as long as it is recognized by national law, the DSB should have the power to request documents and technical and factual clarifications and in general to gather from the parties the elements that are needed to assess the situation. Smaller players are often in a weaker position to obtain documentation and information in the absence of an order of the authority or without being able to call into discussion the possibility to request such an order.



1&1 Versatel considers it necessary to resolve disputes as quickly as possible, but points out that practice and numerous proceedings before the dispute resolution body have shown that applicants often do not have all the relevant information at their disposal, but are dependent on further information from the access providers, who should bear to provide the necessary information.

3.2.2 BEREC response

With regard to Ecta's suggestion (connected to paragraph 84 under 'suspension or extension'), that the text needs to be sharpened to prevent delaying tactics and regulatory gaming (e.g. failure to respond to additional information requests from the DSB), BEREC emphasizes that it is not necessary because of the text included at the end of the paragraph 84: "Any such a suspension or extension should remain in the scope of GIA allowed through recital 64 and should be compliant with general administrative law in the Member State. ". Just typo changes were made.

If "template orders" mentioned above by SIRO means a kind of unified forms for orders, BEREC states, that publishing of such unified forms is up to each DSB but anyway individual circumstances of each case should be always assessed. In the case the term "template orders" means contract templates, BEREC refers to chapter 2 of BEREC Guidelines (paragraphs 30 and 38).

With regard to BREKO's and Deutsche Glasfaser's urge to clarify the legal basis for using preclusion rules and provisional orders, which must be legally sound and clearly based on national administrative law, BEREC wants to point out that it is already incorporated in the text of guidelines, in paragraph 84 at the first sentence: "General mechanisms therefore need to be found that can comply with transparency obligations and national rules and yet are suitable for speeding up procedures." and in subparagraphs where "Preclusion" and "Provisional orders" (paragraphs 24 and 25 of draft guidelines) where) are referred to it is written that "DSBs may apply preclusion/suspension rules in line with general rules for administrative procedures, where such rules exist." and "the possibility to make provisional orders under the final decision to obtain a preliminary quick decision, in line with general principles of administrative procedures where relevant". BEREC clarifies that general rules and principles for administrative procedures used here encompass both national and local rules, given to different administrative arrangements in the Member States (national authorities vs. local authorities).

As regards ASOTEM's proposal to explicitly include a resolution mechanism in the event of administrative silence ("positive silence" rule) to the BEREC guidelines, BEREC cannot agree with such a proposal. If proposed "positive silence" rule refers to a situation where a lack of response from an authority or party to a request or application is interpreted as an affirmative or positive outcome, BEREC cannot expand the rules beyond the GIA this way (see the limitation of BEREC guidelines in Article 11(6) of the GIA).

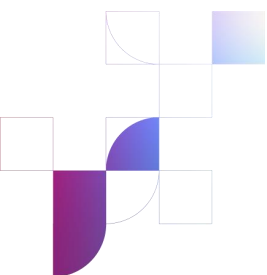


Finally, to the ASOTEM's proposal, that it would be advisable for the BEREC guidelines to recommend that Member States establish a clear and structured procedure for processing access requests addressed to property owners' associations, building managers, or other building representatives, BEREC responds as follows. It is important to note that for this situation the following rules anchored in GIA are applicable: Article 11(3) of the GIA: "[a]ny holder of a right to use the access point and the in-building physical infrastructure shall meet all reasonable written requests for access to the access point and the in-building physical infrastructure from providers of public electronic communications networks under fair, reasonable and non-discriminatory terms and conditions, including price, where appropriate. Member States may specify detailed requirements relating to administrative aspects of the request." It has to be read and understood together with Article 13(1) letter d) of the GIA, with respect to the dispute settlement mechanism being triggered if an agreement on access to in-building physical infrastructure referred to Article 11(2) or (3) of the GIA has not been reached within one month of the date of receipt of the formal request for access. The consequence of from the absence of a response access provider is the same: the agreement is not concluded, so Article 13(1) letter d) of the GIA is applied. The deadline for DSB to resolve the dispute is clearly anchored in Article 13(2) letter b) of the GIA for all disputes on access to in-building physical infrastructure.

With regard to 1&1 Versatel's objection to the procedure described in paragraph 82, BEREC states that, due to the tight deadlines set out in the GIA, there is no scope for searching for relevant information during the dispute resolution process. This applies in particular to cases where the applicant could have obtained relevant information before initiating the dispute. The recommendation that the applicant should obtain relevant information before submitting the application or initiating the dispute is appropriate. This reflects the pronounced civil law character of the dispute resolution procedures, so that the principle of party presentation applies here and, according to the legislator's intention, official investigation is only applicable to a limited extent in the interests of expediency.

Insofar as Digi is of the opinion that DSBs should be granted greater powers to obtain information and conduct investigations, BEREC must point out that this can only be implemented within the framework of national law and is dependent on it. At the same time, BEREC also notes that extensive investigations to obtain information take time, which may create tension with regard to decision-making deadlines and that DSBs are not obliged to carry out extensive further official investigations in the interests of expediency. However, BEREC supports the general idea that information sharing should be smooth, as it is already reflected in the guidelines.

Finally, BEREC notes that 1&1 Verstal agrees with the need to resolve disputes as quickly as possible and that swift information sharing is key in that regard. In that regard BEREC considers that information that falls within the realm of the applicant should be made available by the applicant at the beginning of the dispute. However, BEREC agrees that it should be



clarified in the Guidelines that necessary information that lies in the realm of the access provider should also be made available without delay.

Therefore BEREC will amend the Text of the Guidelines as follows:

8. BEREC believes that settling a dispute in one month will require that all necessary information is made available at the very beginning of the dispute ~~by the party asking for settlement~~. In case the information provided in the initiation of proceedings by the requesting party is incomplete or unclear in the facts and/or alleged legal grounds, settling a dispute within the given time constraint may not be possible.

3.3 Strengthening Dispute Resolution Mechanisms

3.3.1 Stakeholders feedback

Regarding 3.4 Procedure to be followed in the handling of disputes, paragraph and section 79 of the draft guidelines 1&1, Versatel welcomes that “the possibility of an optional informal mechanism” as an aide in the time between the access request and the expiry of the deadline for submitting an offer should be used for negotiations. 1&1 Versatel points out that this mechanism is planned in Germany and is also required by the DSB of the Federal Network Agency.

Deutsche Telekom strongly supports the idea of a structured optional conciliation or mediation phase, as this may contribute meaningfully to facilitating mutual understanding between access seekers and holders of rights to in-building physical infrastructure. In Deutsche Telekom’s regard the proposal that DSBs could act as informal contact points or facilitators during this pre-dispute phase by clarifying procedures, gathering preliminary information, and helping define the issues is particularly helpful. This guidance role can often de-escalate disagreements and promote amicable, faster resolutions. Nevertheless, Deutsche Telekom expresses a clear concern that the optional pre-dispute procedure must not become a vehicle for delaying dispute settlement.

SIRO points out that if a building permit has been issued under old guidelines for the implementation of the Broadband Cost Reduction Directive (BCRD), compliance with the new guidelines should be on interaction with national frameworks 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.



3.3.2 BEREC response

With respect to 1&1 Versatel questioning whether BEREC's proposals according to paragraphs 80 and 81 can be implemented in practice and whether the Federal Network Agency is willing to set up such a contact point for informal information gathering, BEREC emphasizes that creating a contact point is still the recommended good practice and is absolutely voluntary for DSBs.

On the one hand, Deutsche Telekom welcomes the idea of a structured optional conciliation or mediation phase, but at the same time, like Connect Europe, sees the danger that optional pre-dispute procedures could become a means of delaying dispute resolution. BEREC once again expressly clarifies that the optional pre-dispute procedure does not affect proceedings and the deadlines anchored in GIA. The extent to which optional mediation procedures are offered is the responsibility of the DSBs and does not necessarily have to be introduced by the DSBs.

Considering SIRO's input "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." BEREC is of the opinion that this is a matter of transitional provisions anchored in national law, not of BEREC Guidelines.



Annex 1 List of Abbreviations

BCRD	Broadband Cost Reduction Directive
BEREC	Body of European Regulators for Electronic Communications
DSB	Dispute Settlement Body
EECC	European Electronic Communications Code
ECN	Electronic Communication Network
GIA	Gigabit Infrastructure Act
NRA	National Regulatory Authority
SIP	Single Information Point
VHCN	Very High Capacity Network

