

**WIRELESS TELEGRAPHY ACT, 1926
WIRELESS TELEGRAPHY (THIRD GENERATION AND GSM MOBILE
TELEPHONY LICENCE) (AMENDMENT) REGULATIONS, 2003**

Amended Licence under Section 5 of the Wireless Telegraphy Act, 1926, to keep and have possession of apparatus for wireless telegraphy for the purpose of providing 3G and GSM mobile telephony.

The Commission for Communication Regulation, in exercise of the powers conferred on it by section 5 (as substituted by section 182 of the Broadcasting Act 2009 (No. 18 of 2009)) of the Wireless Telegraphy Act, 1926 (No. 45 of 1926), hereby grants to **Hutchison 3G Ireland Ltd of 3rd Floor, 1 Clarendon Row, Dublin 2**, ("the Licensee") authorisation to keep, have possession of, install, maintain, work and use the apparatus as specified in the Schedule 2 of this Licence, in the places specified in Schedule 1 of this Licence and subject to the terms and conditions as set out in the Wireless Telegraphy (Third Generation and GSM Mobile Telephony Licence) (Amendment) Regulations, 2003 (S.I. No. 340 of 2003), including but not limited to, the following:

1. The Licensee shall ensure that it complies with the geographical and technical conditions contained within Schedules 1 to 3 to this licence;
2. The Licensee will ensure that it makes payments of the spectrum fees as outlined in the Regulations;
3. The Licensee shall ensure that it complies with all the commitments contained within Schedule 5 of the licence which were made by the Licensee in the course of a comparative evaluation selection procedure, prior to the granting of the Original Licence.

This Licence amends the licence which came into effect **25 July 2013** (the "Licence Commencement Date") and all amendments thereafter and, subject to revocation, suspension or withdrawal, expires on **24 July 2014** ("the Licence Expiry Date").

GIVEN under the official seal of the Commission for Communications Regulation, this ^{9th} day of *January* 2014.

For and on behalf of the Commission for Communications Regulation



Schedule 1

Places at which the Licensee is authorised by this Licence to keep and have possession of the Apparatus.

No.	Site I.D.	Easting	Northing
1	CE0001	158821	160454
2	CE0002	151250	159775
3	CE0003	147890	160370
4	CE0004	143700	161203
5	CE0005	140649	162490
6	CE0006	139075	161195
7	CE0007	141888	163933
8	CE0008	137843	160511
9	CE0009	135292	175254
10	CE0010	133696	177092
11	CE0011	133741	178291
12	CE0012	133841	179511
13	CE0013	137030	179280
14	CE0014	99390	155443
15	CE0015	138481	166847
16	CE0018	121418	171292
17	CE0019	147580	165750
18	CE0020	151779	191116
19	CE0022	114442	188894
20	CE0023	107898	194478
21	CE0024	133236	175910
22	CE0025	88643	160462
23	CE0026	170141	172845
24	CE0028	133980	177739
25	CE0030	111117	162765
26	CE0032	164165	171691
27	CE0033	113280	174320
28	CE0034	122786	165141
29	CE0035	102674	164321
30	CE0036	128599	209199
31	CE0037	127610	198623
32	CE0038	155141	172466
33	CE0039	105896	156936
34	CE0040	152350	164336
35	CE0042	114831	178764
36	CE0056	151779	191107

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No.	Site I.D.	Easting	Northing
37	CK0001	167762	71993
38	CK0002	167493	73178
39	CK0003	168042	71541
40	CK0004	167700	71067
41	CK0005	166883	72288
42	CK0007	169469	71815
43	CK0009	168477	73820
44	CK0010	165305	70795
45	CK0011	168474	72378
46	CK0012	164600	71200
47	CK0013	168399	70386
48	CK0014	168347	66270
49	CK0015	167541	69194
50	CK0016	165200	69500
51	CK0018	164068	68902
52	CK0019	163378	71342
53	CK0021	161925	71492
54	CK0022	167154	68179
55	CK0024	166393	66908
56	Ck0025	166323	66614
57	CK0026	171178	71191
58	CK0027	171849	70542
59	CK0028	170139	70868
60	CK0029	168754	71041
61	CK0030	166425	69187
62	CK0032	170029	69582
63	CK0033	159885	70753
64	CK0034	158033	70719
65	CK0036	171297	67168
66	CK0037	171660	66057
67	CK0039	174653	64820
68	CK0040	164497	67231
69	CK0041	178092	64322
70	CK0042	165900	72430
71	CK0043	166350	73500
72	CK0044	167367	74348
73	CK0045	170850	72460
74	CK0046	170900	74550
75	CK0047	163257	70804
76	CK0051	166378	70208

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No.	Site I.D.	Easting	Northing
77	CK0054	172479	72561
78	CK0055	174650	72051
79	CK0058	178936	73331
80	CK0060	180177	72811
81	CK0062	178535	70069
82	CK0064	176813	66800
83	CK0065	178369	66939
84	CK0066	179510	66635
85	CK0067	172657	70110
86	CK0068	168906	67382
87	CK0069	169735	68567
88	CK0071	176052	71788
89	CK0072	177900	68470
90	CK0075	161145	75750
91	CK0076	174002	76418
92	CK0077	164205	74446
93	CK0079	167208	71761
94	CK0080	167709	72227
95	CK0082	167829	71714
96	CK0083	172973	62737
97	CK0084	172548	65248
98	CK0085	173379	73704
99	CK0088	100205	46847
100	CK0089	180975	73268
101	CK0090	138529	41881
102	CK0091	181639	97889
103	CK0092	163709	50527
104	CK0093	166785	49486
105	CK0094	133946	72143
106	CK0095	156118	98518
107	CK0096	171130	110500
108	CK0098	156381	95257
109	CK0099	188077	73190
110	CK0100	188088	73799
111	CK0101	181680	113858
112	CK0102	175902	84066
113	CK0103	210285	77509
114	CK0104	209971	76109
115	CK0105	209185	79926
116	CK0107	159220	81894

No.	Site I.D.	Easting	Northing
117	CK0109	146844	90311
118	CK0111	179566	92933
119	CK0112	153775	108000
120	CK0113	180400	106100
121	CK0114	172778	59800
122	CK0115	198676	77114
123	CK0116	195198	73555
124	CK0117	111694	33351
125	CK0118	167615	69833
126	CK0120	114052	52975
127	CK0121	149517	55029
128	CK0122	173626	78218
129	CK0123	61577	45068
130	CK0124	164788	72941
131	CK0125	68502	46115
132	CK0126	122925	53272
133	CK0128	139016	103670
134	CK0129	126979	89589
135	CK0130	130889	108994
136	CK0131	153780	122534
137	CK0133	177871	61979
138	CK0134	93141	35004
139	CK0135	165749	95857
140	CK0136	190456	69102
141	CK0138	159825	74195
142	CK0141	167411	71691
143	CK0145	133847	50204
144	CK0146	147836	82319
145	CK0147	176200	57969
146	CK0149	192419	63923
147	CK0150	203463	71117
148	CK0151	142598	95638
149	CK0152	138648	80348
150	CK0154	112856	28857
151	CK0155	79096	29337
152	CK0156	80330	37046
153	CK0157	71094	55372
154	CK0158	131884	92638
155	CK0160	192526	92760
156	CK0161	199345	84044

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No.	Site I.D.	Easting	Northing
157	CK0162	144142	61674
158	CK0163	131315	65038
159	CK0165	106862	47498
160	CK0166	64172	49267
161	CK0167	190480	103241
162	CK0168	171948	92370
163	CK0169	173830	97520
164	CK0170	60971	41021
165	CK0171	74790	47025
166	CK0172	82169	49690
167	CK0173	92579	60701
168	CK0174	153518	105364
169	CK0175	93047	56778
170	CK0176	125460	114641
171	CK0177	183124	80398
172	CK0178	187670	61567
173	CK0179	122734	67526
174	CK0180	121474	107894
175	CK0181	141442	121203
176	CK0182	146483	112448
177	CK0183	107616	59091
178	CK0184	156026	116134
179	CK0185	143950	51001
180	CK0186	126088	38923
181	CK0192	155514	66421
182	CK0193	148452	121227
183	CK0196	197239	91435
184	CK0199	174503	53197
185	CK0201	137347	35213
186	CK0203	169774	73435
187	CK0234	181033	110472
188	CL0001	271621	177259
189	CL0002	273073	175995
190	CL0003	272729	177013
191	CL0004	272122	161390
192	CL0005	286563	173246
193	CL0009	272129	176714
194	CL0010	257929	163209
195	CL0011	297006	180436
196	CN0003	246312	300658

No.	Site I.D.	Easting	Northing
197	CN0004	241972	305056
198	CN0006	269589	300251
199	CN0010	263334	326689
200	CN0011	251694	290278
201	CN0012	225828	320018
202	CN0013	234399	316812
203	CN0014	260365	289531
204	CN0015	260170	315090
205	CN0017	242207	304317
206	CN0018	229005	316476
207	CN0019	250295	283775
208	CN0020	216942	317434
209	CN0021	245488	290259
210	CN0022	233352	301983
211	CN0023	258323	304778
212	CN0024	264566	290480
213	CN0025	260451	283433
214	CN0026	259166	298520
215	CN0028	235769	286819
216	CN0029	216832	325200
217	CN0030	226046	312258
218	CN0032	232882	309104
219	CN0033	264408	313076
220	CN0034	204781	327209
221	CN0036	248213	312645
222	CN0037	230650	299247
223	DO0001	187653	361571
224	DO0003	182867	358245
225	DO0004	192868	378418
226	DO0005	171294	376453
227	DO0006	240641	427145
228	DO0007	217047	411510
229	DO0008	217191	414481
230	DO0012	203782	385475
231	DO0013	223490	404810
232	DO0014	233093	398719
233	DO0015	216100	393800
234	DO0017	245346	445371
235	DO0018	252174	443997
236	DO0019	234728	432321

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No.	Site I.D.	Easting	Northing
237	DO0020	181335	424591
238	DO0021	174590	386870
239	DO0024	183141	421693
240	DO0026	181982	394311
241	DO0027	176812	411797
242	DO0028	216930	411940
243	DO0030	193532	432236
244	DO0031	213300	412895
245	DO0036	252808	452002
246	DO0037	219177	433748
247	DO0038	203080	439826
248	DO0040	181815	431961
249	DO0041	198971	384891
250	DO0042	208800	417320
251	DO0043	187740	379000
252	DO0044	196011	373511
253	DO0045	177706	402841
254	DO0046	209820	408450
255	DO0047	232496	405623
256	DO0048	154297	386806
257	DO0049	222441	426882
258	DO0050	212225	430929
259	DO0051	194550	404900
260	DO0053	197464	370184
261	DO0054	204397	366144
262	DO0055	204040	412800
263	DO0056	186446	424481
264	DO0057	201010	399300
265	DO0058	194458	376887
266	DO0059	205378	433110
267	DO0060	231948	448774
268	DO0061	212213	424109
269	DO0062	188769	408165
270	DO0063	190688	362664
271	DO0064	221540	442390
272	DO0065	188760	432350
273	DO0066	245101	453410
274	DO0067	208868	397598
275	DO0068	180740	399624
276	DO0069	190436	367752

No.	Site I.D.	Easting	Northing
277	DO0071	167462	415205
278	DO0072	219531	408505
279	DO0073	212368	370944
280	DO0076	169068	392106
281	DO0077	189193	394293
282	DU0001	315571	234645
283	DU0002	315844	234187
284	DU0004	315713	233973
285	DU0005	316025	233898
286	DU0006	316568	233779
287	DU0007	316188	234330
288	DU0008	316140	234718
289	DU0009	317033	234503
290	DU0012	316120	235315
291	DU0013	315240	234717
292	DU0014	315496	235169
293	DU0015	314736	234476
294	DU0016	314944	234211
295	DU0017	314870	233719
296	DU0018	315367	233422
297	DU0019	315847	233765
298	DU0020	316975	233977
299	DU0021	317193	234220
300	DU0022	317922	234597
301	DU0025	320168	235053
302	DU0026	318230	235048
303	DU0030	317204	235802
304	DU0031	316530	235473
305	DU0032	316583	236470
306	DU0033	316212	235580
307	DU0034	315637	235474
308	DU0035	316007	236192
309	DU0036	314955	235412
310	DU0037	315000	236001
311	DU0038	314710	235770
312	DU0039	313314	235814
313	DU0040	315128	235189
314	DU0041	313379	235077
315	DU0042	314155	235050
316	DU0043	314484	234328

No.	Site I.D.	Easting	Northing
317	DU0044	313950	234476
318	DU0045	314551	233917
319	DU0046	314208	233504
320	DU0047	314980	233177
321	DU0048	316965	233502
322	DU0050	316807	233326
323	DU0051	316256	233495
324	DU0052	317637	233200
325	DU0054	318599	236206
326	DU0055	316931	232884
327	DU0056	316007	232581
328	DU0057	316697	232478
329	DU0058	317965	233511
330	DU0059	319667	233748
331	DU0060	317603	232837
332	DU0062	318970	232791
333	DU0063	316516	231813
334	DU0064	315499	232060
335	DU0066	315570	231240
336	DU0068	319553	231250
337	DU0069	320290	236973
338	DU0070	321230	238219
339	DU0071	317850	231381
340	DU0073	318313	232163
341	DU0075	319892	230622
342	DU0076	318450	230796
343	DU0077	319059	230122
344	DU0078	319265	228813
345	DU0080	320101	227905
346	DU0081	319859	228710
347	DU0082	321731	229223
348	DU0083	323790	228786
349	DU0084	323694	228006
350	DU0085	324403	228537
351	DU0086	321566	227921
352	DU0087	320944	227041
353	DU0089	321177	225035
354	DU0090	319171	238434
355	DU0091	324281	226901
356	DU0092	322757	226887

No.	Site I.D.	Easting	Northing
357	DU0094	314830	231849
358	DU0095	313825	232805
359	DU0096	314735	231295
360	DU0097	314415	230100
361	DU0099	315514	229553
362	DU0102	316635	230786
363	DU0104	325232	224203
364	DU0105	315085	230417
365	DU0106	316586	230050
366	DU0107	316000	238497
367	DU0108	314350	229000
368	DU0109	317180	229516
369	DU0112	319407	226673
370	DU0113	319432	226145
371	DU0115	312376	238454
372	DU0117	318535	226626
373	DU0118	318097	228324
374	DU0119	320293	225681
375	DU0121	316819	226500
376	DU0122	315551	228035
377	DU0123	320566	224370
378	DU0124	318188	225647
379	DU0125	324001	224314
380	DU0126	324042	225916
381	DU0131	311250	227851
382	DU0132	310499	229014
383	DU0133	308852	227515
384	DU0134	310385	230613
385	DU0135	309700	230175
386	DU0136	309100	231097
387	DU0137	313390	232794
388	DU0139	313172	233596
389	DU0140	313970	231300
390	DU0141	313220	230900
391	DU0142	316280	228438
392	DU0144	318922	239838
393	DU0145	320141	239602
394	DU0146	317478	239428
395	DU0148	319392	237060
396	DU0149	319346	236438

No.	Site I.D.	Easting	Northing
397	DU0151	317243	236590
398	DU0152	316311	237234
399	DU0153	315210	237566
400	DU0154	315576	239110
401	DU0155	316467	239151
402	DU0156	317093	238238
403	DU0158	312450	229935
404	DU0160	311052	225065
405	DU0161	309144	228650
406	DU0162	309159	227654
407	DU0164	308224	228238
408	DU0165	307812	226990
409	DU0166	309868	226333
410	DU0167	309540	240564
411	DU0168	307675	232548
412	DU0169	306491	232853
413	DU0172	323518	222709
414	DU0174	320441	238063
415	DU0175	310900	232857
416	DU0176	309950	231851
417	DU0177	311193	232129
418	DU0178	311126	230970
419	DU0179	306409	225973
420	DU0180	312200	230850
421	DU0181	312280	227105
422	DU0183	312200	231850
423	DU0184	308399	234130
424	DU0185	309706	233728
425	DU0186	309603	232598
426	DU0190	312170	233763
427	DU0191	312539	233049
428	DU0193	307959	236271
429	DU0194	305752	234334
430	DU0195	309511	234744
431	DU0196	308316	235270
432	DU0197	306472	235066
433	DU0198	305801	235473
434	DU0199	304647	235262
435	DU0200	303206	235096
436	DU0201	302359	235034

No.	Site I.D.	Easting	Northing
437	DU0202	321344	239155
438	DU0204	304436	232874
439	DU0208	324241	223040
440	DU0210	324868	221308
441	DU0211	318232	237772
442	DU0225	319170	224073
443	DU0227	324915	225546
444	DU0228	318388	240638
445	DU0230	315314	226827
446	DU0232	310050	227665
447	DU0233	322001	239158
448	DU0236	307071	231663
449	DU0238	305550	227589
450	DU0239	325345	239543
451	DU0242	300226	233925
452	DU0243	303619	236561
453	DU0244	328609	239323
454	DU0245	329321	237494
455	DU0250	312747	236304
456	DU0251	311044	237115
457	DU0252	310331	237714
458	DU0253	317890	243331
459	DU0254	317261	240782
460	DU0255	316750	243247
461	DU0256	319204	246448
462	DU0257	318241	246691
463	DU0258	318321	247461
464	DU0259	313198	237143
465	DU0260	313670	238233
466	DU0261	313836	236112
467	DU0263	308934	238011
468	DU0265	307769	238946
469	DU0266	317924	245091
470	DU0267	305551	241570
471	DU0268	317073	247809
472	DU0269	321726	246617
473	DU0270	322539	245055
474	DU0271	324604	243714
475	DU0272	323126	246095
476	DU0273	306776	237998

No.	Site I.D.	Easting	Northing
477	DU0275	310428	239863
478	DU0277	320414	242259
479	DU0281	303619	239943
480	DU0282	312131	240586
481	DU0284	313287	238822
482	DU0287	306443	229926
483	DU0288	313386	239959
484	DU0290	313330	241094
485	DU0292	315368	242132
486	DU0294	305891	231658
487	DU0296	303589	227308
488	DU0301	317422	227613
489	DU0304	315973	235037
490	DU0305	315734	233280
491	DU0306	316615	234349
492	DU0307	315894	234519
493	DU0308	316446	234707
494	DU0309	315771	232754
495	DU0312	325991	225995
496	DU0329	304475	241132
497	DU0332	313610	225715
498	DU0333	315210	225620
499	DU0339	314960	232400
500	DU0344	314413	227380
501	DU0346	317293	225711
502	DU0348	317670	223038
503	DU0349	317400	227635
504	DU0350	319735	264203
505	DU0351	320470	263234
506	DU0353	322787	249934
507	DU0354	304049	261032
508	DU0355	310125	245464
509	DU0356	321652	254541
510	DU0357	315414	257934
511	DU0359	325530	254648
512	DU0360	301719	222851
513	DU0361	325501	260510
514	DU0362	324599	259949
515	DU0366	309052	236033
516	DU0370	315430	235885

No.	Site I.D.	Easting	Northing
517	DU0371	308750	241760
518	DU0373	307221	241403
519	DU0374	317760	235673
520	DU0375	315865	240538
521	DU0376	313157	230329
522	DU0377	314918	240553
523	DU0378	312042	239860
524	DU0379	301337	228210
525	DU0380	304988	231093
526	DU0381	302866	232634
527	DU0384	317144	245510
528	DU0385	308674	232318
529	DU0387	307259	234214
530	DU0390	315369	234261
531	DU0393	306776	238001
532	DU0398	323269	239715
533	DU0399	312998	233726
534	DU0403	307154	239589
535	DU0405	305391	240917
536	DU0414	307502	227759
537	DU0420	318015	233079
538	DU0421	316473	237638
539	DU0424	300859	235295
540	DU0428	317262	234498
541	DU0430	313155	228838
542	DU0432	317030	243261
543	DU0471	317588	234211
544	DU0480	318015	233083
545	DU0481	316463	235935
546	DU0495	326492	226894
547	DU0503	320261	226969
548	DU0561	314708	235802
549	DU0588	306685	243923
550	DU0590	321186	224082
551	DU0609	308942	225835
552	DU0622	315111	246401
553	DU0624	305743	228649
554	GA0001	129963	225404
555	GA0002	129652	224987
556	GA0003	128252	225628

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No.	Site I.D.	Easting	Northing
557	GA0005	130049	226120
558	GA0006	130971	226267
559	GA0007	131756	224924
560	GA0008	130198	226926
561	GA0009	128793	224584
562	GA0010	129058	225148
563	GA0011	128383	227014
564	GA0012	129038	226243
565	GA0013	128056	223694
566	GA0014	126541	223663
567	GA0015	126089	224903
568	GA0016	132416	227140
569	GA0017	133083	226886
570	GA0019	134048	227402
571	GA0020	133966	228753
572	GA0021	134713	225835
573	GA0022	127966	224704
574	GA0023	137711	225805
575	GA0024	133508	225321
576	GA0025	123132	222956
577	GA0027	163016	216989
578	GA0028	185297	231058
579	GA0031	145252	202210
580	GA0032	143370	252076
581	GA0033	155204	211512
582	GA0034	130289	225370
583	GA0035	67400	249910
584	GA0037	180338	228904
585	GA0038	171838	224008
586	GA0040	141174	219999
587	GA0041	150700	241357
588	GA0042	138530	234981
589	GA0043	185020	205275
590	GA0044	149859	227872
591	GA0045	105655	244364
592	GA0049	71410	252430
593	GA0051	138145	224771
594	GA0052	149378	266766
595	GA0054	125930	227335
596	GA0056	190317	219170

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No.	Site I.D.	Easting	Northing
597	GA0057	173150	199666
598	GA0059	146030	258750
599	GA0060	96290	227775
600	GA0062	56470	257620
601	GA0063	139185	241775
602	GA0064	153210	250790
603	GA0065	160990	239630
604	GA0066	162710	212419
605	GA0067	177413	206214
606	GA0068	156347	265102
607	GA0069	138940	250235
608	GA0070	101979	225500
609	GA0071	136627	258603
610	GA0073	164136	228646
611	GA0074	181199	221005
612	GA0075	61912	244483
613	GA0076	71662	240218
614	GA0077	82300	233304
615	GA0078	86461	262210
616	GA0079	143060	210212
617	GA0080	152554	204811
618	GA0081	96702	251445
619	GA0082	140600	264700
620	GA0083	181310	210443
621	GA0084	132885	248650
622	GA0085	163620	235563
623	GA0086	92245	236689
624	GA0087	168153	204838
625	GA0088	170890	249700
626	GA0090	154661	224660
627	GA0091	159972	259345
628	GA0092	104100	253380
629	GA0093	178087	238993
630	GA0094	68800	262800
631	GA0095	110948	256407
632	GA0096	66460	250536
633	GA0097	174326	212595
634	GA0100	88389	209168
635	GA0101	94017	204868
636	GA0102	98247	202237

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No.	Site I.D.	Easting	Northing
637	GA0103	174674	258044
638	GA0106	85762	247473
639	GA0107	93470	247154
640	GA0108	81826	247165
641	GA0109	86628	252940
642	GA0110	76720	246631
643	GA0111	64485	256331
644	GA0112	81729	260315
645	GA0113	92040	255299
646	GA0115	101557	228590
647	GA0118	172014	193419
648	GA0119	167531	255897
649	GA0122	166153	225574
650	GA0123	81228	257812
651	GA0126	112976	222495
652	GA0127	72918	258198
653	GA0128	132326	225789
654	GA0148	130152	224977
655	GA0149	143376	252075
656	KD0001	300814	235981
657	KD0004	298414	236706
658	KD0006	294639	235997
659	KD0007	293753	237664
660	KD0008	296852	234388
661	KD0009	297714	233028
662	KD0010	267722	193637
663	KD0011	286455	228714
664	KD0012	280980	197115
665	KD0013	271301	216995
666	KD0014	289531	240103
667	KD0015	282927	209195
668	KD0016	272995	212324
669	KD0018	263374	210184
670	KD0020	289219	219415
671	KD0022	289159	218014
672	KD0023	286497	219289
673	KD0027	275639	201517
674	KD0029	283969	226975
675	KD0030	288953	224072
676	KD0031	283482	240239

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No.	Site I.D.	Easting	Northing
677	KD0032	291263	220590
678	KD0033	280307	214982
679	KD0034	291793	229485
680	KD0036	295743	208104
681	KD0037	277848	184202
682	KD0043	280459	214772
683	KD0045	295695	223870
684	KD0046	270167	210145
685	KD0047	264759	208708
686	KD0048	274661	227075
687	KD0049	293142	234204
688	KD0050	291683	216267
689	KD0052	278947	215289
690	KD0055	274835	219302
691	KD0056	280142	191826
692	KK0003	262036	113557
693	KK0004	249754	157670
694	KK0005	250649	155704
695	KK0006	251370	156277
696	KK0007	251410	153944
697	KK0009	250120	124860
698	KK0010	266457	145668
699	KK0011	273085	124272
700	KK0012	233213	167511
701	KK0013	247500	176226
702	KK0014	241172	143401
703	KK0015	254270	174116
704	KK0016	258927	140471
705	KK0017	270081	143587
706	KK0018	253611	155008
707	KK0022	255605	121497
708	KK0025	262776	132446
709	KK0026	249073	142457
710	KK0028	260943	172245
711	KK0029	266736	115937
712	KK0030	263100	136985
713	KK0031	252460	165663
714	KK0032	242898	154994
715	KR0001	99595	109844
716	KR0003	96773	90752

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No.	Site I.D.	Easting	Northing
717	KR0005	99589	92547
718	KR0006	83065	108040
719	KR0007	96822	89328
720	KR0008	91026	142528
721	KR0009	98704	133893
722	KR0011	85893	116622
723	KR0012	85469	114860
724	KR0013	85592	113741
725	KR0014	83138	114107
726	KR0015	83534	114581
727	KR0016	98353	90944
728	KR0019	77505	96604
729	KR0020	46526	80988
730	KR0022	41848	99185
731	KR0023	50173	66521
732	KR0024	39321	70959
733	KR0025	52641	99823
734	KR0027	121466	81815
735	KR0028	116850	93202
736	KR0029	86380	141492
737	KR0030	75605	127892
738	KR0032	67166	91246
739	KR0033	104466	89190
740	KR0034	70836	93784
741	KR0035	56169	71537
742	KR0036	86861	93427
743	KR0037	113897	97283
744	KR0039	70445	82888
745	KR0040	91005	72983
746	KR0041	111846	90055
747	KR0042	91740	124619
748	KR0043	81230	69333
749	KR0044	44800	100654
750	KR0045	101207	72644
751	KR0046	112655	105459
752	KR0047	45756	71463
753	KR0048	37750	107496
754	KR0049	103773	129897
755	KR0050	108937	120847
756	KR0054	33995	101679

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No.	Site I.D.	Easting	Northing
757	KR0055	78797	61947
758	KR0057	59941	110918
759	KR0058	98601	98321
760	KR0059	105623	113387
761	KR0061	110220	77229
762	KR0063	53658	59801
763	KR0064	62919	104435
764	KR0066	96593	121053
765	KR0067	83941	115036
766	KR0068	92251	91655
767	KR0069	93347	92806
768	KR0070	97309	90642
769	KR0072	96021	91774
770	KR0093	83070	108037
771	LF0001	212889	275379
772	LF0002	218818	284199
773	LF0004	224267	272748
774	LF0007	214650	275925
775	LF0010	222514	288524
776	LF0011	224084	293002
777	LF0012	218055	267720
778	LF0017	218055	267720
779	LK0001	157716	156725
780	LK0002	157453	157110
781	LK0004	157141	156456
782	LK0006	157212	155681
783	LK0007	157325	157832
784	LK0009	156001	156156
785	LK0010	155842	157768
786	LK0011	156898	158095
787	LK0012	154944	155616
788	LK0013	160897	159024
789	LK0014	158274	155458
790	LK0015	158422	157777
791	LK0016	158155	156829
792	LK0018	158780	156390
793	LK0019	159105	155477
794	LK0020	155257	153183
795	LK0022	153426	154105
796	LK0023	155600	159458

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No.	Site I.D.	Easting	Northing
797	LK0024	153720	158488
798	LK0027	156630	153840
799	LK0028	157915	157043
800	LK0029	161889	157236
801	LK0030	162430	158430
802	LK0032	156141	152027
803	LK0033	159708	157012
804	LK0034	160533	155800
805	LK0035	111340	127589
806	LK0036	143909	136000
807	LK0037	128092	133847
808	LK0038	136440	141811
809	LK0039	146222	147465
810	LK0040	151644	149565
811	LK0041	123024	129579
812	LK0042	163927	156964
813	LK0046	125720	150455
814	LK0047	156473	158292
815	LK0048	162918	136397
816	LK0049	163644	147623
817	LK0050	172600	125223
818	LK0051	114589	122185
819	LK0052	150356	133691
820	LK0053	175009	133132
821	LK0054	121706	134505
822	LK0055	180329	140081
823	LK0056	168840	121342
824	LK0058	114727	135923
825	LK0059	126694	142026
826	LK0060	168713	139550
827	LK0061	119861	122884
828	LK0067	183208	129794
829	LK0069	172600	125223
830	LO0001	297554	287453
831	LO0002	304803	296081
832	LO0003	309065	274990
833	LO0004	311649	273743
834	LO0005	308627	275573
835	LO0006	305719	304504
836	LO0007	303934	305873

No.	Site I.D.	Easting	Northing
837	LO0008	303406	307302
838	LO0009	304885	306946
839	LO0010	306174	306830
840	LO0011	306002	309184
841	LO0012	302610	308886
842	LO0013	304235	289113
843	LO0014	309800	315700
844	LO0015	305447	279391
845	LO0016	298090	283340
846	LO0019	296310	290679
847	LO0020	305509	284232
848	LO0021	315866	283719
849	LO0023	318864	311742
850	LO0025	314213	316636
851	LO0027	310989	276466
852	LO0028	304286	306726
853	LO0029	296742	310194
854	LO0037	306918	302806
855	LT0001	194122	299735
856	LT0002	188389	339578
857	LT0003	213153	310728
858	LT0004	197335	310895
859	LT0005	209526	296321
860	LT0006	178920	340626
861	LT0007	197329	343966
862	LT0008	193613	346488
863	LT0010	206476	314196
864	LT0011	201781	314026
865	LT0012	182225	335839
866	LT0013	205560	306235
867	LT0014	222443	303545
868	LT0016	199092	298652
869	LT0017	210101	304365
870	LT0018	200594	324186
871	LT0019	191745	330186
872	LX0001	257325	206402
873	LX0002	236620	206751
874	LX0003	246473	197994
875	LX0004	248618	199017
876	LX0006	267003	173776

No.	Site I.D.	Easting	Northing
877	LX0007	254944	211278
878	LX0010	236071	193405
879	LX0011	220467	192866
880	LX0012	227453	205272
881	LX0013	226836	178538
882	LX0014	245489	184463
883	LX0016	246068	206732
884	LX0017	249206	189761
885	LX0018	258562	194031
886	LX0020	247493	198434
887	LX0022	252135	206441
888	LX0023	231321	195504
889	LX0024	229402	210817
890	LX0025	237902	170920
891	LX0027	227498	185812
892	LX0029	258367	185238
893	LX0042	234360	184890
894	MH0001	283943	303881
895	MH0002	282803	319506
896	MH0004	267358	334113
897	MH0005	250460	325697
898	MH0006	273113	319336
899	MH0009	268130	333590
900	MH0010	251206	320416
901	MH0011	261375	348781
902	MH0012	254192	340085
903	MH0013	280495	310687
904	MH0016	285706	312867
905	MH0017	275927	315772
906	MH0018	277020	306740
907	MH0019	270734	336496
908	MH0020	269467	341599
909	MH0021	286821	326349
910	MH0025	244533	322146
911	MT0002	301464	242430
912	MT0003	306394	252283
913	MT0005	270976	263986
914	MT0006	295954	270059
915	MT0007	311622	267424
916	MT0008	307372	273857

No.	Site I.D.	Easting	Northing
917	MT0009	304012	268962
918	MT0010	297111	251875
919	MT0011	301745	249214
920	MT0012	275032	275509
921	MT0013	316357	271345
922	MT0015	276204	244133
923	MT0016	301147	251630
924	MT0017	296251	258303
925	MT0019	279944	255807
926	MT0021	264483	244554
927	MT0022	288714	266831
928	MT0024	286841	267196
929	MT0025	286290	268930
930	MT0027	285043	248191
931	MT0028	295988	274355
932	MT0029	277877	241177
933	MT0030	255192	280315
934	MT0032	316049	273452
935	MT0033	286767	267932
936	MT0035	307804	252488
937	MT0036	291104	248791
938	MT0037	268841	280848
939	MT0039	264764	260496
940	MT0040	277457	266349
941	MT0041	292045	280275
942	MT0043	272233	296216
943	MT0044	287240	289855
944	MT0045	253180	274030
945	MT0046	283508	265033
946	MT0051	260307	268945
947	MY0001	124218	318982
948	MY0003	123813	318445
949	MY0004	114882	290672
950	MY0005	114729	290074
951	MY0007	135306	274975
952	MY0008	99906	283993
953	MY0009	109830	298226
954	MY0012	149502	279495
955	MY0013	118971	264524
956	MY0014	139673	299066

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No.	Site I.D.	Easting	Northing
957	MY0015	134323	289050
958	MY0017	70457	332267
959	MY0018	66993	302738
960	MY0019	98522	293637
961	MY0022	138900	282550
962	MY0023	99923	284533
963	MY0025	110539	337512
964	MY0026	148440	287500
965	MY0027	124608	307698
966	MY0028	134554	293882
967	MY0030	130200	267220
968	MY0031	141730	293570
969	MY0032	152435	298933
970	MY0033	86780	281222
971	MY0034	98755	282186
972	MY0035	105130	281510
973	MY0036	109353	271090
974	MY0037	122564	255237
975	MY0038	140943	274608
976	MY0039	144935	279791
977	MY0040	130630	262130
978	MY0041	122272	268867
979	MY0042	113018	273703
980	MY0044	122460	259770
981	MY0045	109011	317761
982	MY0047	97776	287570
983	MY0048	97076	320360
984	MY0049	81062	296691
985	MY0050	81850	279605
986	MY0051	100478	338250
987	MY0052	96760	275510
988	MY0053	147918	302060
989	MY0054	120491	327951
990	MY0056	132709	303119
991	MY0058	86741	323491
992	MY0060	119078	330922
993	MY0061	114328	317567
994	MY0062	127524	253533
995	MY0063	81010	337510
996	MY0064	62123	319312

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No.	Site I.D.	Easting	Northing
997	MY0065	124810	275540
998	MY0066	115295	338448
999	MY0067	134950	318700
1000	MY0068	106700	286140
1001	MY0071	106274	329149
1002	MY0075	129329	287028
1003	MY0076	73371	297437
1004	MY0077	146721	296571
1005	MY0078	129624	311964
1006	MY0079	89799	264203
1007	MY0081	83484	263239
1008	MY0106	109835	298216
1009	OF0001	205908	204669
1010	OF0002	225807	233171
1011	OF0003	261742	232868
1012	OF0005	235240	224672
1013	OF0006	233659	224801
1014	OF0007	232568	226330
1015	OF0008	200745	215389
1016	OF0014	206459	205473
1017	OF0015	235218	225538
1018	OF0017	261063	223562
1019	OF0019	220489	230155
1020	OF0020	231117	217398
1021	OF0021	236425	218857
1022	OF0022	246755	214882
1023	OF0023	213298	201964
1024	OF0024	212537	229364
1025	OF0025	260628	217952
1026	OF0026	252121	221226
1027	OF0027	233888	225808
1028	OF0028	249736	214338
1029	RS0001	201693	241401
1030	RS0003	187474	264901
1031	RS0004	191673	230020
1032	RS0005	180414	300448
1033	RS0006	161958	294785
1034	RS0007	195600	275422
1035	RS0012	187226	264438
1036	RS0013	180304	302698

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No.	Site I.D.	Easting	Northing
1037	RS0017	188518	315086
1038	RS0018	193790	291890
1039	RS0019	194172	252522
1040	RS0020	186589	296238
1041	RS0021	179066	280606
1042	RS0022	161881	284449
1043	RS0023	192917	316776
1044	RS0024	180288	307681
1045	RS0025	198259	281650
1046	RS0026	155865	272714
1047	RS0027	160590	298215
1048	RS0028	181163	268435
1049	RS0029	149891	269663
1050	RS0030	175026	275697
1051	RS0036	192161	237998
1052	RS0039	167893	278843
1053	SI0002	168381	336174
1054	SI0003	169370	335520
1055	SI0004	170011	337046
1056	SI0005	175900	347300
1057	SI0006	170039	335578
1058	SI0008	161145	336476
1059	SI0009	152394	311136
1060	SI0010	168500	326230
1061	SI0014	129133	323356
1062	SI0015	160163	346700
1063	SI0016	157610	311219
1064	SI0017	166275	346791
1065	SI0018	169638	332494
1066	SI0019	157553	318405
1067	SI0020	146480	329080
1068	SI0021	155299	329132
1069	SI0022	182138	322192
1070	SI0023	166607	302601
1071	SI0024	174316	314589
1072	SI0025	172717	329507
1073	SI0026	141503	314388
1074	SI0027	171821	308101
1075	SI0028	168119	317739
1076	SI0029	137512	328289

No.	Site I.D.	Easting	Northing
1077	TP0002	212798	158408
1078	TP0003	205521	124997
1079	TP0004	240283	120770
1080	TP0007	186907	178975
1081	TP0008	213890	188763
1082	TP0009	210700	171100
1083	TP0010	189156	135946
1084	TP0011	173610	177407
1085	TP0012	222470	123222
1086	TP0015	193810	152230
1087	TP0016	177642	169493
1088	TP0017	191631	115379
1089	TP0018	210401	143872
1090	TP0019	205442	130660
1091	TP0020	191339	194728
1092	TP0021	198964	176730
1093	TP0022	203758	180090
1094	TP0023	197285	121960
1095	TP0025	240120	128923
1096	TP0026	220871	133443
1097	TP0027	206081	175987
1098	TP0029	219122	124190
1099	TP0031	213867	189820
1100	TP0032	212300	158766
1101	TP0037	209352	118075
1102	TP0038	201545	139232
1103	TP0039	225500	150954
1104	TP0041	235389	134344
1105	TP0042	223208	137112
1106	TP0044	195678	146221
1107	TP0046	193311	161060
1108	TP0047	184862	130840
1109	TP0048	183875	194764
1110	TP0049	191735	168884
1111	TP0052	220885	122479
1112	TP0057	234018	139298
1113	TP0060	182350	166675
1114	TP0076	213617	186300
1115	TP0078	173516	168158
1116	WK0001	326120	219495

No.	Site I.D.	Easting	Northing
1117	WK0003	326184	217938
1118	WK0004	326851	218962
1119	WK0006	326683	217374
1120	WK0007	325543	217290
1121	WK0008	323311	218079
1122	WK0009	327704	215246
1123	WK0011	329637	212557
1124	WK0012	327122	212563
1125	WK0014	324999	175422
1126	WK0015	323241	172349
1127	Wk0016	324458	173519
1128	WK0017	327519	197701
1129	WK0018	329716	187224
1130	WK0019	326627	192263
1131	WK0020	298629	215842
1132	WK0022	329193	207361
1133	WK0027	327958	194989
1134	WK0028	328376	200923
1135	WK0029	331035	192472
1136	WK0030	331737	193878
1137	WK0034	285831	189589
1138	WK0036	318906	187763
1139	WK0037	322323	217114
1140	WK0038	303283	172837
1141	WK0040	321790	216328
1142	WK0041	298036	214302
1143	WK0043	324986	179612
1144	WK0044	295595	206075
1145	WK0045	292740	195419
1146	WK0046	303157	218379
1147	WK0047	314071	190951
1148	WK0048	319470	196267
1149	WK0049	303322	177274
1150	WK0050	322684	193011
1151	WK0051	323726	187244
1152	WK0053	319822	175354
1153	WK0054	306752	171694
1154	WK0055	292550	188616
1155	WK0057	288332	194528
1156	WM0002	207994	241154

No.	Site I.D.	Easting	Northing
1157	WM0003	205886	241273
1158	WM0004	204451	241457
1159	WM0005	247595	254614
1160	WM0006	255571	252860
1161	WM0007	242476	251947
1162	WM0010	243866	253205
1163	WM0011	259700	245270
1164	WM0015	237727	258512
1165	WM0017	251526	244027
1166	WM0018	233398	237462
1167	WM0019	216360	239468
1168	WM0021	246632	270823
1169	WM0024	205123	242939
1170	WM0027	251852	258119
1171	WM0028	263345	253588
1172	WM0029	248212	267525
1173	WM0030	242068	271770
1174	WM0031	238613	264058
1175	WM0032	228097	246798
1176	WM0033	245567	260430
1177	WM0037	216286	246695
1178	WT0003	259585	112024
1179	WT0004	258050	110915
1180	WT0005	257811	112424
1181	WT0006	260677	110460
1182	WT0008	260710	111974
1183	WT0009	259877	112688
1184	WT0010	261940	111010
1185	WT0011	263539	111256
1186	WT0012	263840	110230
1187	WT0015	260480	112386
1188	WT0016	260879	112482
1189	WT0018	225799	92897
1190	WT0019	217353	87101
1191	WT0020	258010	101364
1192	WT0021	267635	104166
1193	WT0022	220900	121000
1194	WT0023	239594	105334
1195	WT0024	248280	111889
1196	WT0026	225786	87859

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No.	Site I.D.	Easting	Northing
1197	WT0032	275890	102998
1198	WT0034	259310	112608
1199	WT0035	230931	99606
1200	WT0036	209309	87240
1201	WT0038	219597	102665
1202	WT0039	227304	100855
1203	WT0040	233584	117573
1204	WT0042	218270	112554
1205	WT0043	244965	105708
1206	WT0044	197937	100848
1207	WT0045	268870	100074
1208	WT0047	263000	104247
1209	WT0048	265524	103618
1210	WT0049	224689	114765
1211	WT0051	243611	99154
1212	WT0053	260095	113094
1213	WX0001	297318	139755
1214	WX0002	297726	141743
1215	WX0003	315519	159749
1216	WX0004	271221	128202
1217	WX0005	303979	121497
1218	WX0006	304759	121973
1219	WX0007	298060	119145
1220	WX0008	313869	112184
1221	WX0010	282740	152456
1222	WX0011	318092	162497
1223	WX0012	302273	157126
1224	WX0013	291366	156875
1225	WX0015	310109	114868
1226	WX0016	296950	103900
1227	WX0019	312000	133773
1228	WX0020	305229	121492
1229	WX0021	319475	156177
1230	WX0023	301893	149864
1231	WX0024	304832	120913
1232	WX0025	296644	140036
1233	WX0026	316596	160101
1234	WX0032	278171	119292
1235	WX0033	306923	138469
1236	WX0034	310061	130342

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No.	Site I.D.	Easting	Northing
1237	WX0035	315108	139275
1238	WX0037	309803	163229
1239	WX0053	282736	152454

Schedule 2**The Apparatus for Wireless Telegraphy to which this Licence Applies:**

No.	Manufacturer	Component	Equipment No.
1	Redacted	Antenna	Redacted
2	Redacted	Antenna	Redacted
3	Redacted	Antenna	Redacted
4	Redacted	Antenna	Redacted
5	Redacted	Antenna	Redacted
6	Redacted	Antenna	Redacted
7	Redacted	Antenna	Redacted
8	Redacted	Antenna	Redacted
9	Redacted	Antenna	Redacted
10	Redacted	Antenna	Redacted
11	Redacted	Antenna	Redacted
12	Redacted	Antenna	Redacted
13	Redacted	Antenna	Redacted
14	Redacted	Antenna	Redacted
15	Redacted	Antenna	Redacted
16	Redacted	Antenna	Redacted
17	Redacted	Antenna	Redacted
18	Redacted	Antenna	Redacted
19	Redacted	Antenna	Redacted
20	Redacted	Antenna	Redacted
21	Redacted	Base Station	Redacted

Schedule 3

Radio frequency bands in which the Apparatus is authorised by this Licence to be used.

The following frequency bands may be used:

1920 – 1935 MHz (mobile transmit) paired with 2110 – 2125 MHz (base station transmit)
for FDD mode operation,

Use of the bands shall be in compliance with ERC Decision **ERC/DEC/(99)25**, in particular Annex 1 of that Decision with respect to channel rasters and guard bands.

Schedule 4

Spectrum Feed Payable by the Licensee

1. Spectrum Access Fees

	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Y14	Y15	Total Fee
Fee (€m)	12.7	0	0	0	0	0	2.5	2.5	2.5	2.5	2.5	5.1	5.1	5.1	5.1	5.1	50.7

Between years 0 (Y0) and 15 (Y15) of the term of The Licence, the spectrum access fees set out in the above table are payable by the Licensee.

2. Annual Spectrum Fees:

In respect of the 2 x 15 MHz licensed in the 1920 – 1935 MHz and 2110 – 2125 MHz frequency bands specified in The Licence, a fee of €1,904,610.

Schedule 5

Commitments which the Licensee made in the course of a competitive or comparative selection procedure. This schedule, parts 1 through 9 inclusive, formed part of the Original Licence.

Schedule 5

Part 1

COMMENCEMENT DATE

The Commencement Date of the Original Licence
with respect to Third Generation Mobile Telephony
is the 25th day of July 2002.

(henceforth referred to in Schedule 5 as the 'Licence Commencement date').

Schedule 5

Part 2

Licensed Mobile Services

The Licensed Mobile Service is a Third Generation Mobile and wireless communications Service based on a standard within the IMT-2000 system capable of supporting innovative multimedia services beyond the capability of second generation systems such as GSM, and capable of supporting the characteristics referred to in Annex 1 of the CEPT ECC Decision ERC/DEC/(99)25 on UMTS -

- (1) Provided in the bands 1900 - 1980 MHz, 2100 - 2170 MHz and 2110 – 2170 MHz (to be known as the 1900 MHz, 2000 MHz and 2100 MHz bands respectively) in accordance with the Wireless Telegraphy Acts 1926 – 1988, as amended.
- (2) Providing the services and conforming to the standards referred to in parts 3 – 9 of this Schedule.

Schedule 5

Part 3

Access to the Emergency Services

1. General

The Licensee shall provide ready access for customers through the Licensed Mobile Service to the emergency services.

2. Calls to an Emergency Service

In this part “emergency services” means the Garda Síochána, the fire brigade services, the ambulance services, the boat and coastal rescue services, (including the rescue services provided by the Air Corps) or the mountain and cave rescue services.

3. Directions by the Commission

The Commission may give directions in writing to the Licensee in relation to the handling of calls to and from customers relating to an emergency service (“emergency calls”), and the Licensee shall comply with any such directions.

4. Acceptance of Emergency Calls

Emergency access codes, such as 999 and 112 and any other codes subsequently designated for use as emergency access codes, exclusively for calls to the emergency services shall be open to all terminal equipment equipped with a valid SIM Card (or equivalent), where technically necessary,

5. Routing of Emergency Calls

The Licensee shall ensure that an emergency call is routed at the expense of the Licensee, to a collection centre for emergency calls. The Licensee shall provide not less than two routes with physical diversity between each mobile switching centre and a collection centre as described.

6. Emergency Calls Free of Charge

(a) The Licensee shall not impose a charge on the customer in respect of an emergency call.

7. Identification of Emergency Calls

When an emergency call is made to an emergency service from terminal equipment of a customer, the Licensee shall, where technically possible, transmit the customer's number to a collection centre for emergency calls in the form of a calling line identification message.

Schedule 5

Part 4

Quality of Service, Grade of Service

1. Quality of Service, Grade of Service

In relation to Speed of Service, the Licensee shall, unless agreed otherwise with the Commission, comply with the obligations specified in the following Table:

a) Speed of Service

UDD limited mobility (outdoor) 384 kbps geographical coverage 30 June 2005	6,000 km ²
UDD limited mobility (outdoor) 384 kbps geographical coverage 30 June 2007	20,000 km ²
Max Speed (Applies to both Uplink and downlink) – UDD full mobility (outdoor), Rural – 2007 (year end)	384 kbps
Max Speed (Applies to both Uplink and downlink) – UDD full mobility (indoor), – 2007 (year end)	384 kbps

Note: coverage is defined for the purpose of this schedule in the following manner:

Definition of Coverage

Radio coverage is established from base station sites. Coverage around a site is accomplished using one (omni-directional) or several sectors. A sector is served by dedicated antenna/transceivers. Coverage is defined in terms of a minimum bearer data rate for UDD packet transmission of 144 kbps.

The sector coverage area is the area served by one dedicated set of antenna/transceivers.

The site coverage area is the total area covered from the base station equipment located at that site (i.e. the sum of sector coverage areas).

b) Customer Care

The licensee shall provide its customers with all the information and related services guaranteed below and shall, unless agreed otherwise with the Commission, comply with the specifications in the following Tables:

Contents	Sub-sections and Service Guarantees
Demand Resolution	<ul style="list-style-type: none"> • Generic Resolution • Service operations assistance and activation • technical problem resolution • query identification
Billing	<ul style="list-style-type: none"> • Payment methods
Customer Training	<ul style="list-style-type: none"> • General information • Directory of services • products • handset • applications
Contact Management	<ul style="list-style-type: none"> • Money back guarantee • Insurance warranty • Compensation • Repairs/faults/replacement
Advice	<ul style="list-style-type: none"> • Welcome Pack/Call • First Bill Call • Additional appropriate product suggestions • Credit options • Loyalty offers • After sales tariff advice
Operations Assistance-	<ul style="list-style-type: none"> • Change of personal information • Activation /disconnection of new services • Compensation credits
Bespoke offers	<ul style="list-style-type: none"> • Access to information • Additional reports provided • Fleet management • Technical support for applications • On site care

Paragraph Heading	Description	Obligation
Services at Registration / Order Completion	Activation of Handset	80% of services will be activated in 20 minutes
		100% of handsets will have fully charged batteries
	Number Portability	Numbers will be transferred within 2 hours of activation subject to cooperation from other networks
	Address Book Transfer	Address book information will be able to be transferred to the new handset on request from the customer
Contact Centre	Access Channels	Contact Centre will be accessible by phone, interactive voice recognition, E-mail, Fax and post
	Hours of Service	Contact Centre will be accessible 24 hours per day
	Cost of Access	Customers will be able to phone the Contact Centre free of charge when within the Republic of Ireland
	Downtime of Systems	The downtime of the contact centre will not exceed in aggregate 30 minutes in any calendar month
	Customer Satisfaction	More than 85% of customers surveyed will perceive their contact experience with the Contact Centre to be satisfactory or better
	Staff Training	All Customer Care staff will receive at least 5 weeks training in their first 6 weeks and an average of 12 hours per month thereafter

Paragraph Heading	Description	Obligation
	Reviews by internal and external parties	The Contact Centre operations will be subject to ad hoc and periodic reviews to ensure compliance with control systems and best practice
Self-Care	Access to Self Care	Self Care will be accessible 24 hours per day 7 days a week by handset or internet
	Downtime	Downtime will not exceed 30 minutes in any calendar month
Handling of Complaints	Time to resolve complaints	80% of all customer complaints received will be resolved within 2 days (written)
Customer Response Speeds	Voice calls to Contact Centre	80% of calls will be answered in less than 10 seconds
		Less than 4% of calls entering a queue will be abandoned by the customer before they are answered
		75% of customer queries / complaints will be dealt with during the first call to the contact centre
		Average contact handling time for voice calls to Contact Centre will be less than 250 seconds
	Instant Messaging (Text chat)	80% of calls will be answered in less than 10 seconds
	E-mail	100% of emails will be responded to within 2 hours
	Fax and written correspondence	100% of white mail will be responded to within 2 business days.

Paragraph Heading	Description	Obligation
Handsets	Money Back Guarantee	Customers will receive money back if handset returned within 14 days of activation
	Warranty	Customers will receive a new replacement handset if there is a handset fault within 28 days of purchase
	Faulty Handsets	Customers will receive a replacement handset by end of next business day
	Lost or stolen handsets	Customers will receive a replacement handset by end of next business day
Billing	Invoice Accuracy	The number of invoice errors will not exceed 0.2% of the number of invoices despatched per calendar month

2. Maps and Data

2.1 For the purposes of carrying out service quality surveys, the Licensee shall provide, on request, to the Commission the following:

- (a) Maps showing Coverage for 3G service. An area A shall be covered where the field strength - measured on the pilot signal (from the Common Pilot Channel/downlink) from the base station, outdoor at a height of 1.7 meters – is maintained equal to or above 58 dB μ V/m over 95% of the area A during 95% of the time;
- (b) An up to date list of the locations of the base transceiver stations;
- (c) A mechanism for identifying the base station that is handling a call at any given time;
- (d) An adequate number of test numbers.

3. Network Log

- 3.1 The Licensee shall keep a log (the “network log”) for the purposes of recording and tracking all periods of system unavailability. The Licensee shall maintain this network log in a manner that will demonstrate, to the satisfaction of the Commission, that such a network log is an adequate means of assessing whether the Licensee is complying with its system availability obligations under this licence.
- 3.2 The network log, or as may be appropriate part thereof, shall be made available on request to the Commission.
- 3.3 The Licensee shall calculate the service unavailability for the Licensed Mobile Services for any period specified by the Commission from the information recorded in the network log, and shall upon request and within such time as may be specified by the Commission, provide the Commission with the results of the calculation.

4. Billing

4.1 Billing Accuracy and Fraud Detection

The Licensee shall incorporate in its billing system:

- (i) measures to ensure that each call record is an accurate record of the actual call and that the correct accumulated call records are applied to generate each customer's bill, and
- (ii) measures to detect cases of possible fraud including measures to identify rapidly abnormal calling patterns.

5. Performance Standards and Objectives

- 5.1 The Commission may, by direction in writing given to the Licensee, specify performance standards and obligations with respect to service quality or modify existing performance

standards and obligations and the Licensee shall comply with any such directions.

6. Customer Service

- 6.1 Before the commencement of the provision of 3G Licensed Mobile Services, the Licensee shall implement a customer care system whereby the quality of service offerings are capable of being independently verified and this system shall be agreed by the Commission.

Schedule 5

Part 5

Roll-out and Coverage Requirements

In relation to Network Roll-Out, the Licensee shall, unless agreed otherwise with the Commission, comply with the requirements specified in the following Table:

Minimum requirements:

Time of commercial launch of service	30 September 2003
Time to reach UDD full mobility (outdoor) 144 kbps Coverage (53% demographically)	30 June 2005
Time to reach UDD full mobility (outdoor) 144 kbps Coverage (80% demographically)	30 June 2007
UDD full mobility outdoor at 144 kbps demographic coverage at 2007 (year end)	85% Demographic coverage

Schedule 5

Part 6

National Roaming

A. National Roaming

The Commission shall nominate those who have a duty to provide National Roaming and also those who are entitled to benefit from this Part of the schedule under the proviso that they hold a Mobile Telephony Licence issued by the Commission and are designated New Market Entrants.*

1. (1) If and for so long as the Licensee or any member of its Group is authorised under the Postal and Telecommunications Services Act, 1983, as amended,* and the Wireless Telegraphy Acts 1926 to 1988 to use radio spectrum within the 3G radio bands for the transmission of signals and for so long as it is authorised to use spectrum within the 900 MHz and/or 1800 MHz bands under the Postal and Telecommunications Services Act, 1983, as amended, and the Wireless Telegraphy Acts 1926 to 1988, the Licensee shall negotiate an agreement with a New market entrant or negotiate an amendment to such an agreement, as the case may be, within a reasonable period, if that New market entrant requires it to provide such National Roaming as may be reasonable. Where the authorisation to use radio spectrum is not held by the Licensee but by a member of its Group, the Licensee shall ensure that the holder of the authorisation complies with the terms of this condition. Any National Roaming Agreement negotiated under this Condition shall take effect at the latest from the date on which the New market entrant has rolled out its 3G network to cover 20% of the population of Ireland and shall have effect for a period of 5 (five) years from the date of grant of licence to the New market entrant. For the avoidance of doubt, the period of 5 years referred to above is calculated from the date of grant of licence to the New market

*Please see below for the status of references to Licences issued under the 1983 after the transposition of the European Communities Electronic Services Directives.

* Under Regulation 22(1) of the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations, 2003 S.I. 306 of 2003 the licensee is deemed to be Authorised under Regulation 4 of those Regulations from the commencement of those Regulations. As such all references to licences issued under the Postal and Telecommunications Services Act 1983 shall now read as references to Authorisations under Regulation 4.

entrant, regardless of how long the New market entrant takes to roll out its 3G network. Any such National Roaming Agreement negotiated under this Condition shall cover at least Teleservices, Bearer services and Standard Supplementary Services supported over the Licensee's or a member of its Group's GSM network.

- 2 (1) The Commission may, if requested by either party, make a direction in order
 - (a) to specify issues which must be covered in a National Roaming Agreement; and/or
 - (b) to lay down specific conditions to be observed by one or more parties to a National Roaming Agreement; or
 - (c) if it thinks fit, to set time limits within which negotiations of a National Roaming Agreement are to be completed. Any such direction shall also set out the steps to be taken if agreement is not reached within these time limits.
- (2) Paragraph 2(1) shall not apply where the parties have concluded the first National Roaming Agreement under paragraph 1(1).
- 3 (1) The Licensee shall ensure that a National Roaming Agreement entered into or an amendment made under paragraph 1(1) contains terms and conditions which are reasonable. In the event of a dispute as to the reasonableness of any term or condition under this paragraph 3, either party may refer the dispute to the Commission for determination. The provisions of paragraph 6 of this Condition shall apply to such a determination.
- 4 (1) The Licensee shall comply with:
 - (a) the requirements of any direction made by the Commission under paragraph 2 or any determination under paragraph 3 in relation to any National Roaming Agreement, and
 - (b) the requirements of any determination made by the Commission under paragraph 6 in relation to any dispute over the terms of a National Roaming Agreement under paragraph 1(1).

- 5 (1) For the avoidance of doubt:
- (a) any question as to whether any term or condition (including a charge) of a National Roaming Agreement is reasonable, shall be decided by the Commission having regard to paragraph 6 and any directions or guidelines on the Application of this Condition issued from time to time by the Commission; and
 - (b) in considering whether a term or condition (including a charge) of a National Roaming Agreement is reasonable, the Commission may take into account, *inter alia*, the effective date of the term or condition and the period during which that term or condition may already have been in effect; the Commission may conclude that a reasonable charge is one which is offered or agreed, as the case may be, on terms that it takes effect in the National Roaming Agreements made under paragraph 1(1) from the date of a complaint or the date on which the term was first offered or accepted by the Licensee or a New market entrant or from any other date which is considered by the Commission to be appropriate in the circumstances.
- 6 (1) Where there is a dispute concerning National Roaming the Commission shall, at the request of either party, take steps to resolve the dispute within three months of the date of the request. The determination that the Commission makes to resolve the dispute shall represent a fair balance between the legitimate interests of both parties. In so doing, the Commission shall take into account, *inter alia*:
- (a) the interests of users;
 - (b) regulatory obligations or constraints imposed on the Licensee or the New market entrant;
 - (c) the desirability of stimulating innovative market offerings, and of providing users with a wider range of telecommunications services within Ireland and the European Union;
 - (d) the need to maintain the integrity of the public telecommunications network and the interoperability of services;

- (e) the nature of the request in relation to the resources available to meet the request;
 - (f) the relative market positions of the Licensee and the New market entrant
 - (g) the need for the Licensee to maintain quality of service and for the New market entrant to provide accurate and timely information in order to facilitate network planning;
 - (h) the public interest, such as the protection of the environment;
 - (i) the promotion of competition; and
 - (j) the provision of National Roaming to New market entrants at a price based on Retail minus avoidable costs, as defined in this condition and any guidelines issued by the Commission from time to time.
- (2) For the avoidance of doubt, the list at paragraph 6(1) is not exhaustive.
- (3) The determination shall be published in accordance with paragraph 7 and shall be binding on the parties.
- (4) The Commission shall not be required to take steps to resolve any dispute referred to it under this paragraph in respect of a New market entrant, where any other dispute has been referred to it under this paragraph or where it has previously resolved a dispute relating to a National Roaming Agreement involving that New market entrant in circumstances where that National Roaming Agreement is:
- (i) still valid and in existence; and
 - (ii) remains in substantially the same form.
- 7 (1) Any determination made by the Commission under paragraph 6 shall automatically lapse upon the entry into force of any subsequent National Roaming Agreement to which the same New market entrant is a party.

8 (1) The Commission shall ensure that up to date and specific information in accordance with paragraph 6 is made available on request to interested parties, free of charge, during normal working hours.

9 (1) In this Condition:

“Mobile Terminal” shall mean a telecommunications terminal intended to be able to register with as well as make and receive calls with one or more public mobile communications networks.

“Visited Network” shall mean a public mobile communications network in which a Mobile Terminal can work without the Mobile Terminal or an inserted identification module (SIM card) being associated therewith via a subscription or a similar customer relationship.

“Retail minus avoidable cost” means the retail price charged by the Licensee for the provision of a service to end-users less any elements of costs that are not incurred in providing the same service to the New market entrant plus any elements of cost reasonably incurred solely to provide National Roaming services.

“Bearer services” shall mean as defined in current and future versions of the ETSI GSM Technical Specifications (and their future 3G equivalents).

“Group” means, in relation to the Licensee:

- a) any parent undertaking of the Licensee;
- b) any subsidiary undertaking of the Licensee;
- c) any subsidiary undertaking of any parent undertaking referred to in a);
- d) a shareholder or partner in the Licensee which beneficially owns (directly or indirectly) shares in the Licensee in circumstances where there is one other shareholder or partner in the Licensee which beneficially owns (directly or indirectly) the remaining shares in circumstances where neither shareholder or partner has control;
- e) any undertaking of which the Licensee beneficially owns (directly or indirectly) shares in circumstances where there is one other shareholder or partner in that

undertaking which beneficially owns (directly or indirectly) the remaining shares in circumstances where neither shareholder nor partner has control;

- f) any undertaking in circumstances where two or more of its shareholders or partners which acting in concert together beneficially own (directly or indirectly) more than 50% of the shares or voting rights in that undertaking, acting in concert together beneficially own (directly or indirectly) more than 50% of the shares, or voting rights of the Licensee; and
- g) any undertaking of which the Licensee beneficially owns (directly or indirectly) together with one or more undertakings acting in concert more than 50% of the shares or voting rights of that undertaking.

A Person shall be deemed to control a body corporate if –

- a) he has a controlling interest in it;
- b) he has a controlling interest in a body corporate which has a controlling interest in the body corporate; or
- c) although he does not have such an interest in the body corporate, or in any body corporate with a controlling interest in the body corporate, it is reasonable, having regard to all the circumstances, to expect that he will be able, by whatever means and whether directly or indirectly, to achieve the result that the affairs of the body corporate are conducted in accordance with his wishes; and for this purpose a Person has a controlling interest in a body if he holds, or is beneficially entitled to, 50% or more of the equity share capital in the body corporate, or possesses 50% or more of the voting power in it and a Person shall be deemed to control a body corporate where that Person controls another Person which controls that body corporate.

“National Roaming” shall mean a service which enables a Mobile Terminal to register with as well as make and receive calls on a Visited Network in Ireland.

“National Roaming Agreement” shall mean an agreement that provides for National Roaming.

“New market entrant” means a Person who was not licensed to provide mobile telecommunications services and networks in Ireland on March 27th 2002 and who did not

have control of and was not controlled by a body corporate which was so licensed on or before that date.

“Supplementary services” shall have the meanings attached by the relevant ETSI/GSM standards (or equivalent standards).

“Standard Supplementary Services” shall mean those Supplementary services which are most widely used by mobile retail customers (subscribers).

“Teleservices” shall mean as defined in current and future versions of the ETSI GSM Technical Specifications (and their future 3G equivalents).

“2G spectrum” means, for the purposes of this Condition spectrum within the 900 MHz and/or 1800 MHz bands.

“3G spectrum” means, for the purposes of this Condition spectrum within the 1900 MHz, 2000 MHz and 2100 MHz bands.

- 10 (1) The Licensee shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular Persons or Persons of any class or description with respect to the provision of the service to which the Licensee is obliged by this Condition to provide.
- This Condition, shall cease to have effect 5 (five) years after the issue of a licence to provide 3G mobile services to any party entitled to benefit from the provisions of paragraph 1(1) of this Condition.

B. International Roaming:

1. The Licensee shall establish and maintain as part of its Mobile Service an international roaming capability for its customers that is as wide and comprehensive as is practicable.
2. Where requested to do so, the Licensee shall provide to members of the public, maps from other 2G and 3G operators with whom it has international Roaming Agreements showing the Coverage provided by them.

Schedule 5

Part 7

MVNO Access Condition

1. (1) If and for so long as the Licensee or any member of its Group is authorised under the Postal and Telecommunications Services Act, 1983, as amended^{*}, and the Wireless Telegraphy Acts 1926 to 1988 to use radio spectrum within the radio spectrum bands for the transmission of signals, it shall negotiate an agreement (hereinafter the 'MVNO Agreement') with a Mobile Virtual Network Operator ('MVNO') or negotiate an amendment to such an agreement, as the case may be, within a reasonable period, if that MVNO requires it to provide such access to the Licensee's GSM (or equivalent) and 3G network, as may be reasonable, priced at a level at least 35% below retail. Where the authorisation to use radio spectrum is not held by the Licensee but by a member of its Group, the Licensee shall ensure that the holder of the authorisation complies with the terms of this condition. Such an agreement shall cover at least Teleservices, Bearer services and Standard Supplemental Services supported over the Licensee's GSM (or equivalent) and 3G network as offered to the Licensee's own customers. In addition, the agreement shall cover a set of "wholesale" mobile features/functionality (or their 3G equivalents) required for the MVNO to produce such value added services, which the host network produces and provides to its own retail subscribers. Where the Licensee is under a duty to negotiate an agreement under paragraph 1(1) above, it shall, in addition, be obliged when requested to do so by the MVNO, to cooperate with it to ensure the MVNO is in a position to take reasonable advantage of the MVNO Agreement being or to be negotiated under paragraph 1(1).

^{*} Under Regulation 22(1) of the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations, 2003 S.I. 306 of 2003 the licensee is deemed to be Authorised under Regulation 4 of those Regulations from the commencement of those Regulations. As such all references to licences issued under the Postal and Telecommunications Services Act 1983 shall now read as references to Authorisations under Regulation 4.

2. (1) If, within a period of three months from the date on which the request for establishing or modifying an MVNO Agreement was made in writing to a Licensee under a duty to negotiate such an agreement under paragraph 1(1) above, the parties have not reached an agreement, one or more of the parties may request the Commission to intervene.
3. (1) Where the Commission is requested to intervene on foot of paragraph 2 above, it may make a direction in order:
 - (a) to specify issues which must be covered in an MVNO Agreement; or
 - (b) to lay down specific conditions to be observed by one or more parties to an MVNO Agreement; or
 - (c) if it thinks fit, to set time limits within which negotiations of an MVNO Agreement are to be completed. Any such direction shall also set out the steps to be taken if agreement is not reached within these time limits.
- (2) Paragraph 3(1) shall not apply where the parties have concluded an MVNO Agreement under paragraph 1(1).
4. The Licensee shall ensure that an MVNO Agreement entered into or an amendment made under paragraph 1(1) contains terms and conditions which are reasonable. To the extent that all or any of the terms and conditions of an MVNO Agreement made under paragraph 1(1) (whether on or after the coming into force of this condition) cease to be reasonable, the Licensee shall, within a reasonable period, negotiate an amendment to the MVNO Agreement so that the terms and conditions of the MVNO Agreement are reasonable. In the event of a dispute as to the reasonableness of any term or condition under this paragraph 4, either party may refer the dispute to the Commission for determination. The provisions of paragraph 8 of this Condition shall apply to such a determination.
5. An MVNO Agreement may contain differing elements. Where the Commission is requested to intervene on foot of paragraph 2 or paragraph 8 of this Condition it may divide such a request into sub-questions that may be dealt with separately as independent requests for intervention.

6. The Licensee shall comply with:
 - (a) the requirements of any direction made by the Commission under paragraph 3 or any determination under paragraph 4 in relation to any MVNO Agreement, or any negotiation of an MVNO Agreement to which it is or is intended to be a party; and
 - (b) the requirements of any determination made by the Commission under paragraph 8 in relation to any dispute over the terms of an MVNO Agreement under paragraph 1(1).

7. For the avoidance of doubt:
 - (a) any question as to whether any term or condition (including a charge) of an MVNO Agreement is reasonable, shall be decided by the Commission having regard to paragraph 8 and any directions or guidelines on the Application of this Condition issued from time to time by the Commission; and
 - (b) in considering whether a term or condition (including a charge) of an MVNO Agreement is reasonable, the Commission may take into account, *inter alia*, the effective date of the term or condition and the period during which that term or condition may already have been in effect; the Commission may conclude that a reasonable charge is one which is offered or agreed, as the case may be, on terms that it takes effect in MVNO Agreements made under paragraph 1(1) from the date of a complaint or the date on which the term was first offered or accepted by the Licensee or an MVNO or from any other date which is considered by the Commission to be appropriate in the circumstances.

8. (1) Where there is a dispute concerning an MVNO Agreement or the negotiation thereof, the Commission shall, at the request of either party, take steps to resolve the dispute within three months of the date of the request. The determination that the Commission makes to resolve the dispute shall represent a fair balance between the legitimate interests of both parties. In so doing, the Commission shall take into account, *inter alia*:
 - (a) the interests of users;
 - (b) regulatory obligations or constraints imposed on the Licensee or the MVNO;

- (c) the desirability of stimulating innovative market offerings, and of providing users with a wider range of telecommunications services in the State and in the European Union;
 - (d) the need to maintain the integrity of the public telecommunications network and the interoperability of services;
 - (e) the nature of the request in relation to the resources available to meet the request;
 - (f) the need for the Licensee to maintain quality of service and for the MVNO to provide accurate and timely information in order to facilitate network planning;
 - (g) the public interest, including but not restricted to the protection of the environment;
 - (h) the promotion of competition;
 - (i) the promotion of innovative services and applications;
 - (j) lower tariffs.
- (2) For the avoidance of doubt, the list at paragraph 8(1) above is not exhaustive.
- (3) The determination shall be published in accordance with paragraph 10 and shall be binding on the parties.
- (4) The Commission shall not be required to take steps to resolve any dispute referred to it under this paragraph in respect of an MVNO, where any other dispute has been referred to it under this paragraph or where he has previously resolved a dispute relating to an MVNO involving that MVNO in circumstances where that MVNO Agreement is:
- (i) still valid and in existence; and
 - (ii) remains in substantially the same form.
9. Any determination made by the Commission under paragraph 8 shall automatically lapse upon the entry into force of any subsequent MVNO Agreement to which the same MVNO is a party.
10. The Commission shall ensure that up to date and specific information in accordance with paragraph 8 is made available on request to interested parties, free of charge, during normal working hours.

11. The Licensee shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular Persons or Persons of any class or description with respect to the provision of the service to which the Licensee is obliged by this Condition to provide.
12. The operation of this Condition and the duties imposed hereby are subject to the legal and regulatory constraints otherwise imposed on the parties to whom this Condition applies.
13. This Part 7 is subject to the following commercial principles of the Licensee.

The Licensee shall give a discount of at least 35% on its retail prices to MVNOs.

The Obligation above is on the understanding of the definition, technical solution and conditions of MVNO access as described in the tender document Appendix 9A. For the purposes of clarity, the Obligation is also on the understanding of the following commercial principles:

- The MVNO will efficiently utilise the radio network's capacity (geographically and by time of day).
- For the purposes of planning and investing in more capacity in the radio network, the MVNO will need to commit to certain minimum levels of usage.
- Depending on the complexity of the agreed technical solution, the MVNO will be required to pay an upfront fee to cover the Licensee's costs of implementation.
- The MVNO will be responsible for acquiring/developing its own 3G content (e.g. information, news, etc) and IT platforms and systems, and will bear the related costs. (It is understood that the Licensee will provide the network functionality, for example data on the customer's geographic location, required by the MVNO to offer such value added services, provided such network functionality is used by the Licensee for its own customers).
- On the assumption that 'X' is equivalent across all services, the MVNO will deliver a range of services to its customers equal to the services delivered by the Licensee to its customers (this is to avoid the situation whereby, for example, the MVNO decides to offer only one service (e.g. SMS) which the Licensee offers for free to its customers, and thereby pays nothing for utilising the radio network). Alternatively, the Licensee would be willing to offer a range of discounts across different services which would average at 'X' based on the services delivered by the Licensee to its customers.
- The Licensee shall route all outgoing calls made by the MVNO's subscribers to the MSC of the MVNO, and the MVNO will be responsible for further call handling.

14. In this Condition:

“Bearer services” shall mean as defined in current and future versions of the ETSI GSM Technical Specifications (and their future 3G equivalents).

“Group” means for the purposes of this schedule, in relation to the Applicant/Licensee:

- a) any parent undertaking of the Applicant/Licensee;
- b) any subsidiary undertaking of the Applicant/Licensee;
- c) any subsidiary undertaking of any parent undertaking referred to in a);
- d) a shareholder or partner in the Applicant/Licensee which beneficially owns (directly or indirectly) shares in the Applicant/Licensee in circumstances where there is one other shareholder or partner in the Applicant/Licensee which beneficially owns (directly or indirectly) the remaining shares in circumstances where neither shareholder or partner has control;
- e) any undertaking of which the Applicant/Licensee beneficially owns (directly or indirectly) shares in circumstances where there is one other shareholder or partner in that undertaking which beneficially owns (directly or indirectly) the remaining shares in circumstances where neither shareholder nor partner has control;
- f) any undertaking in circumstances where two or more of its shareholders or partners which acting in concert together beneficially own (directly or indirectly) more than 50% of the shares or voting rights in that undertaking, acting in concert together beneficially own (directly or indirectly) more than 50% of the shares, or voting rights of the Applicant/Licensee; and
- g) any undertaking of which the Applicant/Licensee beneficially owns (directly or indirectly) together with one or more undertakings acting in concert more than 50% of the shares or voting rights of that undertaking.

“Mobile Virtual Network Operator - MVNO” means an organisation operating a physical network infrastructure comprising as a minimum a mobile switching centre, home location register and authentication centre (or 3G mobile equivalents), having its own unique mobile network code with distinct IMSI and E.164 number series (where applicable), and issuing its own branded SIM cards (or 3G mobile equivalent), but without a mobile radio access network.

“MVNO Agreement” shall mean an agreement between an MVNO and a host operator that provides for MVNO Access.

“Retail minus X” means the retail price charged by the Licensee for the provision of a service, or a set of services, to end-users less a factor “X” which is the discount on the retail price proposed by the host operator.

“Supplementary services” shall have the meanings attached by the relevant ETSI/GSM standards (or equivalent standards).

“Standard Supplementary Services” shall mean those Supplementary services which are most widely used by mobile retail customers (subscribers).

“Teleservices” shall mean as defined in current and future versions of the ETSI GSM Technical Specifications (and their future 3G equivalents).

“Tender documents” shall mean the documents published by the Commission in December 2001 as ODTR document nos. 01/99 and 01/100.

“2G spectrum” means for the purposes of this Condition spectrum within the 900 MHz and/or 1800 MHz bands.

“3G spectrum” means frequencies within the 1900 MHz, 2000 MHz and 2100 MHz frequency bands.

Schedule 5

Part 8

Performance and Financial Guarantees (1)

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- (ii) that the Licensee has failed to meet the said performance target. Failure by the Licensee to so notify the Commission shall be deemed to indicate non-compliance with the relevant performance target.

Schedule 5

Part 8

Performance and Financial Guarantees (2)

1. Performance Guarantees on Part 5 and Part 9: Coverage, Roll-out and Site sharing targets

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- (b) The Performance target inserted into Part 9 of this schedule relating to site sharing shall be monitored and measured in the following manner –

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Schedule 5

Part 8

Performance and Financial Guarantees (3)

1. Performance Guarantees on Part 7: MVNO Access

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Schedule 5

Part 9

Site Sharing

1. If and for so long as the Licensee or any member of its Group is authorised to use radio spectrum within the radio spectrum bands for the transmission of signals, it shall, within a reasonable period, negotiate in good faith and conclude a framework contract (hereinafter the 'Site Sharing Agreement') with any other licensed 3G mobile network operator or negotiate and conclude an amendment to such an agreement, as the case may be, upon reasonable request from any such operator for access to radio transmission sites under the Licensee's control (3G or otherwise).
2. The Licensee shall ensure that the Site Sharing Agreement concluded pursuant to this Condition provides other mobile network operators with access to 100% of the radio transmission sites (3G or otherwise) under the control of the Licensee for site sharing purposes at t1 (30 September 2003), t2 (30 June 2005) and t3 (30 June 2007) excluding those sites to which access cannot be offered because of capacity constraints. Where the authorisation to use radio spectrum is not held by the Licensee but by a member of its Group, the Licensee shall ensure that the holder of the authorisation complies with the terms of this Condition.
3. The Licensee shall grant access to sites under its control on a reasonable, transparent and non-discriminatory basis in the form of a framework agreement which will cover the following points
 - i) Requests for access and reaction: once a request for access for a specific site has been made, the agreement must set a reasonable time within which the operator controlling the site must formally respond to the request.
 - ii) Non-exclusivity: an operator controlling a site shared or offered for sharing to any 3G licensee must agree to offer access to the same site to any other 3G licensee on a non-discriminatory basis, subject to capacity constraints.

- iii) Price: the Site Sharing Agreement must include a method of determining a reasonable level of compensation for use of the site. The Licensee shall charge other operators for access to its sites based on the following: 50% of the Licensee's costs relating to establishing the site + any additional costs incurred by the Licensee as a result of the other operator sharing the site.
 - iv) Access: the Site Sharing Agreement must set out the rights of both operators to enter the site and to carry out work on it, in particular any charges associated with site entry and any constraints relating to when the site may be accessed. The licensee offering site sharing should endeavour to provide or ensure the party in control of the site provides unescorted access options that meet reasonable demand.
 - v) Repairs and maintenance: the Site Sharing Agreement must set out the responsibilities of both parties.
 - vi) Liability for accidents etc. on the site: the Site Sharing Agreement must set out the responsibilities of both parties.
 - vii) Technical standards for site sharing must be set in terms of a minimum requirement acceptable to all sharers and conforming to appropriate legislation, such as health and safety and planning regulations.
 - viii) Obtaining permission etc.: the Site Sharing Agreement must set out whose responsibility it is to obtain any permission necessary to use the site for 3G mobile telecommunications.
 - ix) The Site Sharing Agreement should require the burden of proof of the unavailability of access to a particular site should fall on the licensee offering site sharing.
 - x) Disputes: the Site Sharing Agreement must define a method of settling disputes by involving the nomination of a neutral third party (e.g. an arbitrator.).
 - xi) Oversight by ODTR: the Site Sharing Agreement must provide a right for the Commission to inspect any correspondence or documents covered by the agreement.
4. The provisions of this Condition are without prejudice to the rights and obligations relating to facility sharing granted or imposed by the European Communities (Interconnection in Telecommunications) Regulations, 1998, as amended, or otherwise.
5. The Licensee shall participate in any future code of practice concerning the sharing of radio transmission sites, and shall support the Commission in the development of a code of practice relating to the sharing of radio transmission sites, bearing in mind the considerations which are contained in

Appendix A12 of the tender documents, and shall comply with any decision of the Commission in that regard.

6. The Licensee shall provide at the Commission's request a list of the locations of the sites covered by this Part. In response to a request by the Commission, the Licensee shall identify the locations of the Radio transmission sites under its control in respect of which it will provide access to other 3G licensees.