



Commission for
Communications Regulation

M3G1007

**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 **Telefonica Ireland Ltd of 28/29 Sir John Rogerson's Quay, 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 **2 October 2013** (the "Licence Commencement Date") and all amendments thereafter and, subject to revocation, suspension or withdrawal, expires on **1 October 2014** ("the Licence Expiry Date").

GIVEN under the official seal of the Commission for Communications Regulation, this
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
3G apparatus.**

No.	Site I.D.	Easting	Northing
1	10024	257672	324643
2	10039	260721	111774
3	1005	325355	254881
4	1010	320644	242372
5	1016	322797	255503
6	10179	303676	241182
7	1018	321284	238048
8	1019	319782	264223
9	10196	122924	53255
10	10206	285844	189616
11	10214	317297	234497
12	1022	318539	236269
13	10225	204332	241506
14	10253	321651	216499
15	10264	313924	234595
16	10270	248694	198875
17	10272	316395	231923
18	10277	316997	243168
19	10286	324919	173566
20	1033	316799	243271
21	10336	312212	231792
22	10354	315713	233973
23	10357	172953	155628
24	1038	315301	226811
25	10381	249786	157634
26	10387	121447	232649
27	10395	134259	289090
28	10397	185005	205149
29	10401	130649	225967
30	10429	318050	234500
31	10455	325023	175408
32	10469	143415	252047
33	10472	322950	240815

No.	Site I.D.	Easting	Northing
34	1048	304125	227817
35	10484	323709	244271
36	10485	316530	230820
37	10493	213308	412875
38	10519	187569	74556
39	10521	82151	115515
40	10527	273080	175940
41	10529	311272	227836
42	10530	270326	161690
43	10539	260672	110538
44	10540	259577	111975
45	10552	318050	234500
46	1057	305210	227689
47	1058	316711	233249
48	10584	125826	318688
49	10587	137706	225775
50	10620	305271	253032
51	1069	319275	228831
52	10699	307144	239576
53	1070	319253	237205
54	10705	213144	310723
55	10710	166289	73662
56	1072	319452	226146
57	10735	317525	234798
58	10738	315349	235386
59	10751	244349	304217
60	10765	311039	237164
61	10772	166318	71012
62	10773	166885	72280
63	10776	213032	276898
64	10781	134262	227110
65	10783	219540	412621
66	10793	166570	69591
67	10801	169410	71815
68	10804	244963	208485
69	10815	163768	157095
70	10817	155775	154235
71	10826	219850	123462

No.	Site I.D.	Easting	Northing
72	10828	305175	305500
73	10831	158683	161524
74	10837	129120	225651
75	1084	325185	239590
76	10842	263776	110288
77	10844	168922	69401
78	10845	318030	233070
79	10855	220899	133448
80	10871	319537	226634
81	10879	285662	266966
82	10880	179246	66641
83	10882	302791	232638
84	10883	318030	233070
85	10885	150489	221203
86	1090	309422	233966
87	10916	316642	236425
88	10917	315521	240345
89	10931	134265	72940
90	1095	316615	233775
91	10956	325732	253235
92	10967	203814	180023
93	10971	242598	253427
94	10979	245692	253715
95	10987	321034	254770
96	10991	320427	238066
97	10997	127919	224665
98	11005	319179	244718
99	11016	174394	62955
100	11026	306684	238038
101	11035	290400	219666
102	11046	323319	228638
103	11053	310705	226388
104	11060	304788	120882
105	11065	261746	232866
106	11076	157355	156575
107	11080	157340	157846
108	11114	315003	232721
109	11118	141813	162961

No.	Site I.D.	Easting	Northing
110	11120	307240	234138
111	11128	267922	296487
112	11129	305087	277920
113	11130	305993	226916
114	11143	252632	157436
115	11153	313540	234482
116	11156	318051	245401
117	11168	317775	229695
118	11170	251347	153949
119	1118	311122	230980
120	11182	319404	230953
121	11188	285071	221322
122	11193	278340	223632
123	1120	313966	231273
124	11201	277862	184190
125	11220	210264	77410
126	11223	289503	297839
127	11228	317281	234516
128	11234	135059	173787
129	11237	139352	168329
130	11241	157453	155098
131	11266	327517	217879
132	11267	251626	244021
133	11277	105893	179173
134	11290	320429	147649
135	1130	319064	230145
136	1132	313379	235075
137	11326	185526	229867
138	1134	317526	236224
139	11342	272768	212751
140	11352	325095	227877
141	11406	326399	218818
142	1142	324274	226899
143	1146	307236	234866
144	11472	254437	149554
145	11476	129052	226472
146	11553	316690	233840
147	11571	167413	71859

No.	Site I.D.	Easting	Northing
148	11572	167875	278854
149	11576	313352	233112
150	11584	316768	235237
151	11585	323050	227900
152	11586	306501	232864
153	11587	318043	228410
154	11590	320064	227912
155	11591	316522	231785
156	11592	310016	227593
157	11593	313217	230331
158	11595	305014	234162
159	11596	313192	228866
160	11598	314955	235409
161	11599	308380	227170
162	11601	313513	228016
163	11603	311955	228930
164	11604	314742	231137
165	11605	318131	233893
166	1161	320752	222295
167	11612	312289	273737
168	11621	288920	239450
169	11629	321582	227919
170	1163	322980	242361
171	11630	317071	233213
172	11634	155405	69463
173	11637	164571	70792
174	11640	168755	76361
175	11645	254394	212435
176	11648	288671	266837
177	11657	318767	226570
178	11664	323558	260692
179	11665	320410	246770
180	11667	304759	308122
181	11671	167899	70391
182	11672	165794	69540
183	11673	165200	68600
184	11674	168148	68929
185	11675	168176	71006

No.	Site I.D.	Easting	Northing
186	11685	287218	268178
187	11686	246642	199740
188	11687	316048	273305
189	11691	172272	71328
190	11692	165049	71296
191	11693	167760	71640
192	11697	308575	275223
193	11698	315350	232700
194	11700	306140	231360
195	11702	308132	274158
196	11707	317110	228838
197	11710	136612	208881
198	11712	326200	217925
199	11715	247486	198439
200	11717	126550	223675
201	11718	302820	120706
202	11719	273869	177005
203	11720	172258	70731
204	11721	218000	122750
205	11723	220356	122599
206	11724	289425	219318
207	11725	207745	140835
208	11730	302353	235011
209	11732	138120	224770
210	11737	308446	226424
211	11740	318570	227966
212	11752	301899	251834
213	11753	217385	413711
214	11754	332620	193370
215	11759	174531	61951
216	11762	188122	135921
217	11764	243684	252856
218	11766	158165	70749
219	11770	312613	233828
220	11773	317255	240764
221	11775	167048	72411
222	11779	313598	231770
223	11784	171718	71095

No.	Site I.D.	Easting	Northing
224	11786	170834	73638
225	11795	167297	72367
226	11797	165869	71868
227	11800	317154	245500
228	11801	172818	75364
229	11802	304628	235227
230	11805	308376	240727
231	11806	168029	71887
232	11808	318807	237267
233	11813	316336	233807
234	11829	329675	210250
235	11830	322920	226554
236	11831	261204	112075
237	11834	158341	157704
238	11836	312037	239835
239	11840	262410	110400
240	11842	129078	225161
241	11843	158863	160389
242	11846	250774	157267
243	11857	268341	193960
244	11860	137269	228600
245	11861	325220	216801
246	11862	313852	232811
247	11863	315600	232000
248	11865	315229	233895
249	11866	313360	232750
250	11868	315739	235741
251	11870	315360	234274
252	11874	158518	159108
253	11875	296999	233705
254	11876	317074	236135
255	11879	319414	236442
256	11882	314750	234150
257	11886	315811	235073
258	11888	315234	234757
259	11890	316826	233622
260	11892	315960	234316
261	11893	315853	233745

No.	Site I.D.	Easting	Northing
262	11896	310890	229775
263	11898	316153	236638
264	11905	320160	235142
265	11918	318977	232795
266	11919	308635	227508
267	11924	318290	232155
268	11926	318058	246584
269	11928	309528	275750
270	11929	286736	266657
271	11941	316228	234327
272	11948	167350	71400
273	11951	123122	222919
274	11953	317259	236539
275	11964	166842	71788
276	11966	306455	235066
277	11969	314730	238239
278	11977	171178	71191
279	120	127900	171200
280	12010	325955	226002
281	12012	131201	228218
282	12014	131883	226920
283	12020	187656	361526
284	12021	326216	216329
285	12027	316769	234556
286	12028	314769	235786
287	12029	324029	225928
288	1203	310746	228992
289	12032	178816	227177
290	12033	133817	149720
291	12034	127435	134266
292	12035	167194	71763
293	12041	181152	98451
294	12042	185540	179525
295	12048	205123	242940
296	12052	130014	225599
297	12054	129666	224936
298	12058	322777	238832
299	12064	155922	153227

No.	Site I.D.	Easting	Northing
300	12065	313199	239593
301	12070	307257	230398
302	12071	323810	220279
303	12075	295017	141565
304	12077	310625	238185
305	12081	70743	332040
306	12086	77534	96530
307	12092	318780	200392
308	12093	331177	192534
309	12095	331668	193871
310	12096	328456	192202
311	12097	327510	197690
312	12099	142033	216936
313	12102	248041	214094
314	12109	307268	316744
315	12125	290350	252630
316	12129	128465	224280
317	12132	172582	68690
318	12137	158185	156361
319	12140	317656	230727
320	12147	261932	110972
321	12165	167902	72190
322	12166	175981	71753
323	12178	316763	240750
324	12182	249558	111094
325	12189	168077	75076
326	12193	318475	241607
327	12195	317925	237451
328	122	139800	180550
329	12200	171673	71692
330	12219	162666	157171
331	12222	321395	228710
332	12224	323704	227788
333	12233	137162	232979
334	12234	311530	182640
335	12237	204035	242510
336	12272	279575	257863
337	12283	302130	228015

No.	Site I.D.	Easting	Northing
338	12287	315640	233656
339	12294	165207	70944
340	12295	318498	232186
341	123	105898	156882
342	12306	141806	218875
343	12309	283813	240668
344	12310	275775	210151
345	12315	300806	245955
346	12316	280889	269877
347	12321	283813	240668
348	12322	271239	245125
349	12323	245130	271235
350	12324	271225	245133
351	12325	256859	251865
352	12326	220242	122435
353	12336	382456	290479
354	12378	172434	71852
355	1239	321995	223556
356	1244	303476	230871
357	1250	320732	240179
358	12627	217054	412601
359	12639	166500	66200
360	1270	319890	228680
361	1277	325516	221911
362	1282	315546	234479
363	1287	317908	233563
364	1289	309784	237612
365	1297	317335	233691
366	1299	314232	226834
367	1310	309064	231044
368	1332	307685	232512
369	1335	307991	234801
370	136	133694	177100
371	1367	316850	226520
372	137	133946	177746
373	138	122793	165049
374	1384	317799	243386
375	1390	310656	232814

No.	Site I.D.	Easting	Northing
376	1396	307807	227022
377	142	139052	161046
378	1420	308967	237115
379	1434	314900	233700
380	1461	317202	235799
381	147	87415	158100
382	1474	305569	228881
383	1496	306480	229946
384	1513	315638	227935
385	152	114550	188905
386	1522	315563	239085
387	1548	303225	235075
388	157	99336	155397
389	158	170129	172879
390	160	139100	187200
391	161	140756	162169
392	1616	312441	229972
393	162	147555	165708
394	1628	314152	230179
395	1637	315540	231467
396	1638	322970	227060
397	1639	319210	224030
398	1641	306211	233114
399	1642	312987	233730
400	1652	315630	233780
401	1654	314259	232680
402	1655	323463	224925
403	1656	315731	233589
404	1659	316032	233901
405	1662	320531	225400
406	1665	314435	233386
407	1666	301000	236300
408	1669	316227	235544
409	1673	312351	231207
410	1693	316452	234754
411	170	164000	182157
412	1712	309163	227652
413	1722	315975	236142

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No.	Site I.D.	Easting	Northing
414	174	114500	197400
415	1764	317020	247810
416	1785	328538	239173
417	1786	308892	227502
418	1792	322599	243685
419	1854	320796	240921
420	1871	316813	225642
421	188	166627	66420
422	189	167478	72058
423	1904	315700	232490
424	1906	315301	236675
425	192	168696	72999
426	193	166398	70219
427	196	99600	48500
428	1960	318737	247942
429	1986	316845	233005
430	1992	314539	234622
431	1998	317095	238245
432	2008	313955	255295
433	204	168500	71809
434	2043	316305	237235
435	2045	315740	233290
436	205	160538	78974
437	207	164900	70200
438	2072	315523	229086
439	209	107700	35000
440	2131	315021	230447
441	214	165050	69530
442	2140	314428	230521
443	2161	311918	233391
444	218	156022	116076
445	2199	316130	234720
446	2205	313315	234272
447	2228	145208	202165
448	2232	107600	240200
449	2233	76731	246621
450	2245	112100	242675
451	227	177733	68141

No.	Site I.D.	Easting	Northing
452	2276	130075	226112
453	2283	132430	227155
454	2293	146800	223300
455	2296	129945	225415
456	2313	131093	226154
457	2318	145700	196700
458	2344	140560	264685
459	2346	185295	231040
460	2349	155148	211263
461	2358	133402	228250
462	236	190387	68965
463	2363	93463	247159
464	237	175883	84056
465	238	133909	72109
466	2382	180364	212815
467	2388	66469	250540
468	2393	161948	216428
469	2395	267072	219589
470	240	211964	77850
471	2401	273178	212286
472	2403	295261	235651
473	2407	263317	210141
474	2410	289200	218600
475	2425	282739	229478
476	2428	274636	227030
477	243	156077	98542
478	2436	267788	193664
479	2453	293092	222906
480	2454	291263	220590
481	2461	291785	229506
482	2473	294001	237531
483	2482	288954	224078
484	2489	279447	214716
485	2494	297560	222727
486	2510	233191	167793
487	2519	251905	139711
488	2520	263100	136948
489	2522	241187	143428

No.	Site I.D.	Easting	Northing
490	253	166035	71247
491	2532	254300	135450
492	2541	251385	156217
493	2549	250640	155707
494	2552	258777	139474
495	2559	99933	109653
496	2561	86700	141400
497	2565	64345	64789
498	2567	75333	61099
499	257	166822	68906
500	2571	105626	113498
501	2579	83392	114406
502	2583	94264	70791
503	2590	105923	148099
504	2593	78800	120200
505	2598	99100	134000
506	2603	44600	101000
507	2605	93025	102709
508	2606	91100	70700
509	2608	52752	99881
510	2609	96299	91082
511	261	170071	70872
512	2613	46539	80931
513	2623	213085	275470
514	263	173387	73603
515	2634	224587	272628
516	2636	233355	281105
517	2641	214350	274800
518	265	167783	72517
519	2651	211382	280515
520	2655	229744	276038
521	2658	297800	297350
522	2683	305710	293300
523	2688	308805	275529
524	269	139002	103700
525	2692	304850	307158
526	2694	318854	311756
527	2697	304304	306732

No.	Site I.D.	Easting	Northing
528	2699	315885	283749
529	2703	305870	303323
530	2706	293984	301348
531	271	179648	59959
532	2711	303040	308228
533	2722	314180	316652
534	2733	309901	274841
535	2737	153885	158379
536	2739	155974	156136
537	274	180855	99209
538	2743	151757	149564
539	2747	162900	136324
540	2748	161414	158158
541	276	163700	50540
542	2764	157820	157698
543	2784	179767	142468
544	279	148939	54902
545	2790	159679	157045
546	2794	116718	147610
547	2796	157507	156908
548	2799	106593	125477
549	2800	143912	135978
550	2804	123063	129551
551	2805	161827	157200
552	2807	157168	155676
553	2808	162869	158103
554	2813	151271	141371
555	2819	125307	151468
556	282	138492	41665
557	2820	136251	141764
558	2826	160853	127540
559	2831	158445	155636
560	2834	141413	154689
561	285	126857	89100
562	2851	198263	338885
563	2857	188421	339531
564	2863	194139	299757
565	2874	209766	295669

No.	Site I.D.	Easting	Northing
566	2886	246788	198049
567	289	159850	74150
568	2897	254428	200731
569	290	153537	122896
570	2901	237917	208719
571	291	197215	91398
572	2916	243890	184996
573	2934	247142	197071
574	2939	295962	274322
575	294	188110	73780
576	2940	314273	273383
577	2941	301746	249213
578	2949	287223	289873
579	2952	279611	278802
580	2954	287106	267392
581	2956	280572	271769
582	2970	277581	241160
583	2971	284131	244601
584	2974	296309	251712
585	298	170875	74490
586	2993	296035	270008
587	3008	266355	255115
588	3014	301287	242285
589	3015	291671	263307
590	3019	278988	267416
591	3038	255171	280346
592	3041	273884	276014
593	3044	296123	258343
594	3045	286265	268973
595	3046	309477	267450
596	3051	284124	248716
597	3067	283937	303878
598	307	159890	70720
599	3070	267518	333149
600	3083	250451	325666
601	3090	282767	319512
602	3094	267347	334117
603	3095	273116	319337

No.	Site I.D.	Easting	Northing
604	3111	118935	264510
605	3117	96709	275500
606	3119	138900	282529
607	312	165805	72432
608	3126	147890	302000
609	313	171857	70540
610	3139	119800	319600
611	3144	120296	327819
612	3146	124081	287849
613	3153	165500	245450
614	3154	124241	318895
615	3156	99940	283970
616	3159	137541	299441
617	3163	114294	289812
618	3165	114880	290690
619	318	112400	33700
620	3196	210560	231871
621	3197	233502	224434
622	3204	263273	232556
623	3205	233905	225117
624	3207	205911	204689
625	321	181564	112425
626	3212	208888	223732
627	322	164701	50996
628	3220	225819	233166
629	3231	261058	223567
630	325	67400	45800
631	3250	161960	294781
632	3251	181178	282722
633	3252	176661	284886
634	3254	191708	229971
635	3258	180292	306008
636	3262	187223	264429
637	3263	197870	254200
638	3269	180363	302733
639	328	168049	71538
640	329	154169	108788
641	3296	168231	326392

No.	Site I.D.	Easting	Northing
642	3298	167656	336260
643	3303	166058	346785
644	3306	169462	335691
645	3344	170847	336988
646	3346	166987	315523
647	3368	167975	335237
648	3393	212798	158270
649	3402	211502	150392
650	3404	186570	179250
651	3406	213821	188776
652	3407	205515	124963
653	3419	210800	171000
654	3425	219094	124150
655	3428	191333	194718
656	3432	201151	196508
657	3434	197300	190000
658	344	167582	69942
659	3440	220260	122322
660	3442	219175	122190
661	3444	240268	120789
662	3446	217300	87000
663	3450	244969	105650
664	3455	267703	104198
665	346	167015	72080
666	3461	259864	112696
667	3462	257974	101377
668	3464	226095	93010
669	3465	218242	90702
670	3470	245732	113175
671	3482	265123	109765
672	3501	260286	111046
673	3506	262528	111026
674	3513	243404	238037
675	3517	259854	246920
676	352	156815	71853
677	3524	202931	241513
678	3531	237432	242333
679	3558	243869	253159

No.	Site I.D.	Easting	Northing
680	3567	247581	252692
681	3568	251846	258083
682	358	170052	71919
683	3587	234024	264261
684	3589	322383	217181
685	3595	327488	205665
686	3609	326104	219487
687	361	154036	104059
688	3632	325711	210950
689	3647	314131	180546
690	3648	320433	191817
691	3650	319464	181695
692	3651	324508	173238
693	3654	298099	214291
694	3658	329651	212539
695	3664	303312	172816
696	3666	296452	139833
697	3681	291254	130235
698	3684	305235	121550
699	3686	303892	144784
700	3687	314070	111632
701	3689	272648	126778
702	3691	315216	159540
703	3693	303973	121514
704	3698	297146	139691
705	3701	319823	156216
706	3704	271759	127498
707	3710	290556	156966
708	3713	296962	103871
709	3722	310117	114870
710	3736	283132	124763
711	374	241933	305106
712	3740	304746	122070
713	3746	165727	55038
714	3766	308605	241420
715	379	242213	304428
716	3797	306164	311526
717	3815	166545	74658

No.	Site I.D.	Easting	Northing
718	3818	269460	341603
719	3844	123000	96640
720	3855	96999	89007
721	3856	96775	90145
722	3867	111800	91000
723	3888	256868	329581
724	3892	200762	241258
725	3919	323951	224305
726	3921	318735	226968
727	3956	213911	394672
728	3959	293297	238375
729	3999	305485	241595
730	4005	278263	262678
731	402	229611	309031
732	4035	325500	217300
733	4058	286905	267871
734	4060	138327	171312
735	4081	83892	114446
736	4090	221419	399902
737	4097	266640	112219
738	4102	272736	176990
739	4111	287600	216050
740	4116	163647	147597
741	4117	128370	227055
742	4130	310872	230725
743	4139	205694	199526
744	4143	216850	210350
745	4146	242472	251955
746	419	239150	300289
747	420	208152	338101
748	4225	92773	224536
749	4264	314800	231750
750	4266	198837	236167
751	4273	318166	225641
752	4289	277806	210370
753	429	242271	318240
754	4290	132885	248650
755	430	235787	286845

No.	Site I.D.	Easting	Northing
756	4311	244833	171229
757	4336	316589	160053
758	4347	322776	249956
759	441	316407	232936
760	4412	165085	162868
761	4422	250067	154875
762	4428	312250	227150
763	4446	216943	411484
764	4464	307035	231493
765	4482	133799	179512
766	4483	153421	154099
767	4489	172000	131678
768	4505	135354	275001
769	4511	161150	75775
770	4521	85400	114700
771	454	285455	173226
772	4582	317486	239439
773	4611	164608	72420
774	4616	283884	209635
775	4622	259750	108150
776	4623	262901	103784
777	4632	196486	145446
778	4638	201898	149861
779	4654	305756	304516
780	4655	288766	221552
781	4680	232549	226372
782	4682	282489	115278
783	4687	270200	300000
784	4702	141488	67595
785	4708	313990	282017
786	476	272322	176475
787	478	274316	162076
788	4819	318079	235490
789	484	219601	416763
790	4851	226835	178489
791	487	216974	411958
792	4879	62926	104384
793	4902	87250	110750

No.	Site I.D.	Easting	Northing
794	4909	187350	289051
795	4927	312651	286488
796	4930	124779	228887
797	4931	227507	222571
798	4939	211706	159024
799	4956	166666	71351
800	4964	132365	225810
801	497	193500	432200
802	501	181350	424600
803	5030	303098	234234
804	5037	323375	222684
805	5045	130149	225230
806	5061	167654	71904
807	5066	216313	239469
808	5084	315775	235250
809	5088	135334	175162
810	5101	163318	70808
811	5148	180966	73264
812	515	217186	414498
813	5154	156645	153827
814	5167	235850	317550
815	5178	282667	259792
816	5215	160458	155256
817	5216	315935	234637
818	5231	315056	225529
819	5276	141811	163938
820	5283	102632	164375
821	5288	157986	157278
822	5329	209935	75985
823	5330	131770	224925
824	5348	326850	218800
825	5375	257981	110864
826	5381	264619	122864
827	5396	264783	244170
828	5397	257429	253077
829	5414	157136	156467
830	5418	147363	152153
831	5421	165176	148951

No.	Site I.D.	Easting	Northing
832	543	194457	376688
833	5440	173084	76150
834	5447	155887	158954
835	5452	130866	108938
836	5457	262068	113515
837	5474	276204	244149
838	5475	161145	336468
839	5495	307397	273672
840	5498	310222	231052
841	5511	134745	225800
842	5523	325029	225529
843	5534	231871	398551
844	5535	257500	206453
845	5539	218549	79440
846	5550	309579	232639
847	5562	213014	422089
848	5573	167340	70875
849	559	176792	411825
850	5594	235987	193442
851	5595	167117	68157
852	5611	255565	121499
853	5649	206043	241060
854	568	217566	405212
855	5692	295744	208100
856	5697	312125	240578
857	5700	287870	265057
858	5701	319495	233777
859	5709	218157	267727
860	5712	304324	232912
861	5743	86841	93422
862	5746	301631	226700
863	5770	318989	231808
864	5777	152633	310071
865	5778	157351	87091
866	5790	317779	231565
867	5792	151902	57953
868	5794	91740	124606
869	5797	312700	267700

No.	Site I.D.	Easting	Northing
870	580	226415	388756
871	5801	198679	77067
872	5802	180500	106200
873	5803	167742	73874
874	5805	190815	299192
875	5811	188784	71620
876	5830	278014	176355
877	5831	253550	155030
878	5856	168250	73193
879	5859	162171	69402
880	5865	174608	72053
881	5879	227503	185806
882	5892	208616	139839
883	5896	213221	126025
884	5912	175487	68338
885	5915	311016	276472
886	5919	166405	72508
887	594	190726	362684
888	5940	299186	131248
889	5943	254289	174119
890	5949	264827	152476
891	5952	239500	194400
892	5968	155872	157760
893	6006	126084	224900
894	603	261907	438731
895	605	182227	359099
896	6065	320250	236950
897	6090	161612	276815
898	6092	170024	69639
899	6094	315410	233230
900	6097	317257	241525
901	6099	208109	242866
902	6102	168988	62865
903	611	216103	393721
904	6155	301505	228300
905	6163	264441	187765
906	6199	299450	236530
907	6219	167231	72860

No.	Site I.D.	Easting	Northing
908	6228	321796	228381
909	6247	137824	160474
910	6260	128078	225400
911	6264	175281	146415
912	6271	172614	70104
913	6278	305733	234264
914	628	171554	376620
915	6286	310413	239882
916	6311	199082	298671
917	6312	245353	445371
918	6321	313879	236086
919	6325	188171	263960
920	6328	127910	244735
921	6330	168695	232595
922	6337	314181	235382
923	6363	313991	237179
924	6364	248795	150229
925	6381	163017	216978
926	6393	149432	279497
927	6395	239088	282913
928	6396	246630	270812
929	6397	304022	268955
930	6398	279885	255811
931	6410	187715	379146
932	6418	85881	116579
933	6419	273053	124176
934	6428	120156	36367
935	6431	315939	233826
936	6438	315296	183287
937	644	314071	234027
938	6445	169243	73618
939	6471	318336	232871
940	6472	317620	233156
941	6474	316585	234310
942	6483	313245	230979
943	649	318657	238215
944	6514	313877	233935
945	6520	314560	233913

No.	Site I.D.	Easting	Northing
946	653	316475	237646
947	6539	314735	233286
948	654	318920	239860
949	655	313535	240056
950	6553	313168	237171
951	6571	158976	156303
952	6572	157737	157368
953	6607	127639	223672
954	662	316160	233080
955	6620	320955	227034
956	663	318440	230828
957	6631	168450	72600
958	665	320631	227688
959	6653	313293	239027
960	666	310246	231761
961	6661	316059	235535
962	6662	316567	239372
963	6679	311375	231431
964	6691	322650	226980
965	6698	316160	234320
966	6715	316210	232725
967	672	318599	234770
968	6745	306111	306801
969	6772	207000	241980
970	6849	155600	97750
971	6864	186921	178978
972	6889	221132	122517
973	6903	320233	240088
974	692	315377	230051
975	6960	172989	62764
976	6978	188000	73230
977	6979	167543	69187
978	698	314181	228797
979	6988	238971	177074
980	7009	318105	232572
981	7018	218365	412177
982	7031	327901	194965
983	7058	264750	208720

No.	Site I.D.	Easting	Northing
984	7066	321331	239088
985	7079	312369	238490
986	708	307800	238930
987	709	309960	234320
988	7101	192867	378413
989	7104	135300	54000
990	7110	257570	101619
991	7118	308441	228819
992	7135	288328	194512
993	7146	318152	162467
994	7152	155345	59076
995	716	309792	240784
996	717	316799	243271
997	7176	319726	226046
998	7183	278962	215292
999	7185	280364	214796
1000	7189	234739	432317
1001	7192	192186	183831
1002	7197	173658	390239
1003	7198	134600	230100
1004	7213	124712	225026
1005	723	322268	239847
1006	7231	178096	64331
1007	7240	230147	410913
1008	725	309148	230561
1009	7255	130365	226680
1010	7258	271688	177276
1011	7278	142500	170600
1012	7284	317345	227641
1013	7337	217664	411691
1014	7352	143145	229140
1015	7355	274744	249817
1016	7360	283744	283869
1017	7371	260267	315066
1018	7380	311163	232070
1019	7392	289291	219488
1020	7418	174304	314573
1021	7425	156634	158339

No.	Site I.D.	Easting	Northing
1022	7426	197192	310886
1023	7427	282382	206662
1024	7429	282001	291750
1025	7433	96768	90705
1026	745	322810	246125
1027	7484	136978	179128
1028	7493	199752	67382
1029	7497	132728	240088
1030	7506	115163	282135
1031	751	309820	244813
1032	7519	314734	234479
1033	7528	296337	290699
1034	7538	80822	99558
1035	7544	307788	242229
1036	7545	148567	178032
1037	7550	307250	236274
1038	7573	194005	271571
1039	7587	308536	232406
1040	7589	280509	214885
1041	7597	286448	228717
1042	7599	317345	227641
1043	7601	181641	97838
1044	7609	179644	92817
1045	7620	258755	109700
1046	7646	177888	179928
1047	7665	157222	99058
1048	767	321565	229266
1049	7672	98521	293650
1050	768	324403	228490
1051	7689	168898	68426
1052	7724	167745	328282
1053	7734	234740	172751
1054	7751	269719	232007
1055	7780	313314	235841
1056	7782	325314	187114
1057	779	324231	223194
1058	7831	245600	190608
1059	7836	317121	234268

No.	Site I.D.	Easting	Northing
1060	7854	295740	232640
1061	786	305921	235440
1062	7869	168129	123062
1063	7889	317121	234268
1064	7893	317151	229486
1065	7927	327321	237800
1066	7928	329321	237494
1067	7940	316199	245200
1068	796	316107	233511
1069	7973	317121	234268
1070	7977	293161	234166
1071	799	308921	228088
1072	80	310175	228524
1073	800	315556	234644
1074	8024	270091	143581
1075	8069	132906	303314
1076	8132	135475	40466
1077	8144	184975	67763
1078	817	315005	236020
1079	8174	309237	275038
1080	819	317852	263941
1081	8195	322525	245082
1082	8230	297661	232978
1083	8231	293356	236758
1084	8245	312445	233021
1085	825	323332	239801
1086	8293	308225	228239
1087	8341	317648	238723
1088	8346	330864	194765
1089	8349	313679	238209
1090	8350	319108	246492
1091	8358	168420	70490
1092	8364	165321	70779
1093	8368	322997	240395
1094	8380	169751	73385
1095	8383	308461	233925
1096	8399	149884	227886
1097	841	324620	243770

No.	Site I.D.	Easting	Northing
1098	8418	189168	135934
1099	8424	98236	90705
1100	844	300857	235296
1101	8447	133097	175934
1102	846	317481	228137
1103	8462	179981	72006
1104	8470	306000	287933
1105	8472	221527	237248
1106	8486	96068	320317
1107	8494	297635	141769
1108	8498	318998	187778
1109	8499	323250	172352
1110	8501	255025	211225
1111	8502	248803	201880
1112	8519	165890	321193
1113	852	313392	232446
1114	8525	216250	174875
1115	8529	259823	245313
1116	8533	134194	275097
1117	854	316950	233550
1118	8550	324331	245373
1119	8551	201204	166003
1120	8562	157954	156850
1121	857	316707	232542
1122	8573	329314	207452
1123	8582	94023	57494
1124	8590	112220	126919
1125	8591	314954	232370
1126	8604	329644	211003
1127	861	317611	232823
1128	8613	155619	152458
1129	8635	207253	209356
1130	8647	226008	403781
1131	8677	199219	119285
1132	8706	170012	337089
1133	8758	305934	240235
1134	8763	264910	278313
1135	879	307893	231064

No.	Site I.D.	Easting	Northing
1136	885	326568	227310
1137	893	316620	230060
1138	8956	163011	154362
1139	904	315840	232750
1140	906	318400	233450
1141	907	319858	230615
1142	914	314908	240698
1143	9225	138529	234969
1144	9239	299585	285718
1145	931	319740	239260
1146	9330	251657	290350
1147	938	316864	234910
1148	9380	182000	394300
1149	939	318336	240650
1150	9398	285376	133044
1151	9454	325245	224029
1152	9457	320297	224453
1153	9459	309609	226506
1154	9496	234171	225939
1155	9529	303857	239484
1156	954	312686	236288
1157	956	308050	236880
1158	958	306414	252445
1159	9606	321992	258610
1160	9608	302293	251874
1161	972	305822	238117
1162	9768	281381	319699
1163	9770	315569	246823
1164	981	315389	238256
1165	9812	161922	71443
1166	9818	201136	215034
1167	984	324565	259925
1168	990	315462	235864
1169	992	313095	248324
1170	993	317201	249598
1171	994	314996	234363
1172	9955	168754	71041
1173	9979	260378	289533

M3G1007

No.	Site I.D.	Easting	Northing
1174	9983	304926	231044

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

No.	Manufacturer	Component	Equipment No.
1	Tgf ce\gf	BTS	Tgf ce\gf
2	Tgf ce\gf	BTS	Tgf ce\gf
3	Tgf ce\gf	BTS	Tgf ce\gf
4	Tgf ce\gf	BTS	Tgf ce\gf
5	Tgf ce\gf	BTS	Tgf ce\gf
6	Tgf ce\gf	BTS	Tgf ce\gf
7	Tgf ce\gf	Antenna	Tgf ce\gf
8	Tgf ce\gf	Antenna	Tgf ce\gf
9	Tgf ce\gf	Antenna	Tgf ce\gf
10	Tgf ce\gf	Antenna	Tgf ce\gf
11	Tgf ce\gf	Antenna	Tgf ce\gf
12	Tgf ce\gf	Antenna	Tgf ce\gf
13	Tgf ce\gf	Antenna	Tgf ce\gf
14	Tgf ce\gf	Antenna	Tgf ce\gf
15	Tgf ce\gf	Antenna	Tgf ce\gf
16	Tgf ce\gf	Antenna	Tgf ce\gf
17	Tgf ce\gf	Antenna	Tgf ce\gf
18	Tgf ce\gf	Antenna	Tgf ce\gf
19	Tgf ce\gf	Antenna	Tgf ce\gf
20	Tgf ce\gf	Antenna	Tgf ce\gf
21	Tgf ce\gf	Antenna	Tgf ce\gf
22	Tgf ce\gf	Antenna	Tgf ce\gf
23	Tgf ce\gf	Antenna	Tgf ce\gf
24	Tgf ce\gf	Antenna	Tgf ce\gf
25	Tgf ce\gf	Antenna	Tgf ce\gf
26	Tgf ce\gf	Antenna	Tgf ce\gf
27	Tgf ce\gf	Antenna	Tgf ce\gf
28	Tgf ce\gf	Antenna	Tgf ce\gf
29	Tgf ce\gf	Antenna	Tgf ce\gf
30	Tgf ce\gf	Antenna	Tgf ce\gf
31	Tgf ce\gf	Antenna	Tgf ce\gf
32	Tgf ce\gf	Antenna	Tgf ce\gf
33	Tgf ce\gf	Antenna	Tgf ce\gf

No.	Manufacturer	Component	Equipment No.
34	Tgf ce\gf	Antenna	Tgf ce\gf
35	Tgf ce\gf	Antenna	Tgf ce\gf
36	Tgf ce\gf	BTS	Tgf ce\gf
37	Tgf ce\gf	Antenna	Tgf ce\gf
38	Tgf ce\gf	Repeater	Tgf ce\gf
39	Tgf ce\gf	Repeater	Tgf ce\gf
40	Tgf ce\gf	Antenna	Tgf ce\gf
41	Tgf ce\gf	Antenna	Tgf ce\gf
42	Tgf ce\gf	Antenna	Tgf ce\gf
43	Tgf ce\gf	Antenna	Tgf ce\gf
44	Tgf ce\gf	Antenna	Tgf ce\gf
45	Tgf ce\gf	Antenna	Tgf ce\gf
46	Tgf ce\gf	Antenna	Tgf ce\gf
47	Tgf ce\gf	Antenna	Tgf ce\gf
48	Tgf ce\gf	Repeater	Tgf ce\gf
49	Tgf ce\gf	Antenna	Tgf ce\gf
50	Tgf ce\gf	Antenna	Tgf ce\gf
51	Tgf ce\gf	Repeater	Tgf ce\gf
52	Tgf ce\gf	Repeater	Tgf ce\gf
53	Tgf ce\gf	Antenna	Tgf ce\gf

Schedule 3

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

The following frequency bands may be used:

1965 – 1980 MHz (mobile transmit) paired with 2155 – 2170 MHz (base station transmit) for FDD mode operation,

and 1910 - 1915 MHz (unpaired band for TDD 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**1. Spectrum Access Fees**

	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Y14	Y15	Total Fee
Fee (€m)	44.4	0	0	0	3.8	3.8	3.8	3.8	3.8	3.8	7.6	7.6	7.6	7.6	7.6	9.1	114.3

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:

(a) In respect of the 2 x 15 MHz licensed in the 1965 – 1980 MHz and 2155 – 2170 MHz frequency bands specified in this licence, a fee of €1,904,610.

(b) In respect of the 5 MHz licensed in the unpaired 1910 – 1915 MHz frequency band specified in this licence, a fee of €317,435.

Schedule 5

Commitments which the Licensee made in the course of a competitive or comparative selection procedure. This schedule, parts 1 through 8 inclusive, formed part of the Original Licence.

Part 1

COMMENCEMENT DATE

The Commencement Date of the Original Licence
with respect to Third Generation Mobile Telephony
is the 2nd day of October 2002.

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

Part 2

THE LICENSED MOBILE SERVICES

1. The 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, 2010 - 2025 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 – 8 of this Schedule.

Part 3

ACCESS TO THE EMERGENCY SERVICES

1. General

The Licensee shall provide ready access for customers through the Licensed Mobile Services to the emergency services (within the meaning this of Part 3 of the Schedule).

2. Calls to an Emergency Service

In this part an “emergency service” 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.

Part 4

QUALITY OF SERVICE AND GRADE OF SERVICE

1. Maps and Data

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.

2. Network Log

- 2.1** 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.

- 2.2** The network log, or as may be appropriate part thereof, shall be made available on request to the Commission.
- 2.3** 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.

3. Billing

3.1 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.

3.2 Performance Standards and Objectives

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.

4. Quality of Service

The Licensee shall ensure that the following quality of service targets are met:

Offering	To be achieved by	Population Coverage	Uplink Speed	Coverage Probability
UDD limited mobility 384 kbps downlink (outdoor)	15 December 2003	30%	144 kbps	99%
UDD limited mobility 384 kbps downlink (outdoor)	31 March 2004	33%	144 kbps	99%
UDD limited mobility 384 kbps downlink (outdoor)	31 December 2007	80%	144 kbps	99%
UDD low mobility (indoor) 384 kbps downlink (indoor)	31 December 2007	80%	144 kbps	93%

Offering	Max Speed (Applies to both Uplink & downlink)	To be achieved by	Population coverage	Coverage Probability
UDD full mobility rural (outdoor)	384 kbps	31 December 2007	80%	90%
UDD low mobility (indoor)	384 kbps	31 December 2007	80%	75%

5. Customer Service

5.1 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.

5.2 The Licensee guarantees the following grade of service to end users:

5.2.1 Customer Service Centre Offering

The Licensee shall maintain a customer care service facility which operates 24 hours a day, 365 days a year. The Licensee shall ensure that the customer care agents dealing with its customers receive high standards of training and are appropriately and adequately empowered to take on-the-spot measures to address customer issues.

5.2.2 Response Times

The Licensee shall ensure prompt treatment of calls made to the customer care service facility. The Licensee shall ensure that in any calendar year not less than 85% of calls made to its customer care service facility by its customers between 8am and 8pm, Monday to Friday are answered within 20 seconds and that, outside these hours, 80% of calls made to that facility by its customers are responded to within 35 seconds. The Licensee shall further ensure that in any calendar year not less than 80% of emails and web queries received from its customers at its customer care service facility between the hours of 8am and 8pm, Monday to Friday are answered within 4 hours, and that, outside those hours, not less than 80% of all email and web queries received from its customers at that centre are answered within 24 hours.

5.2.3 Order Completion

The Licensee shall ensure that in any calendar year not less than 80% of customer applications are activated for 3G network service within one hour of the Licensee receiving a correctly completed application form, subject only to the relevant applicant having a satisfactory credit assessment. In respect of the online provisioning of additional customer services offered to its customers, the Licensee shall operate a 24 hour, 365 days a year service to its customers.

5.2.4 Complaint Handling

The Licensee shall promptly investigate and respond to customer complaints. In particular, the Licensee shall ensure that in any calendar year not less than 85% of complaints communicated by its customers to its customer care service facility by telephone, email or via the Internet are responded to within 24 hours of the complaint having been received by the Licensee. In relation to the complaints received from customers in writing by the Licensee, the Licensee shall ensure that in any given calendar year not less than 85% of complaints are responded to in writing within 7 days of the complaint having been received by the Licensee.

5.2.5 Customer Billing Queries

The Licensee shall ensure that in any given calendar year not less than 85% of customer billing queries communicated to the customer care service facility by telephone, email or via the Internet are addressed within 24 hours of the query having been received. The Licensee shall ensure that in any given calendar year not less than 85% of customer billing queries communicated in writing to the customer care service facility are responded to within 7 days of receipt by the Licensee of the written query. The Licensee shall also operate a service providing 365 days a year, 24-hour online access for all customers to customer billed and unbilled information.

5.2.6 Fault Repair

Where a customer of the Licensee so requests, the Licensee shall provide reasonable guidance to that customer in relation to the identification of a facility at which that customer may, at his own expense, procure the repair of any faulty handset device.

5.2.7 Customer Charter

The Licensee shall, no later than 15 December 2003, adopt and implement a Customer Charter governing relations between the Licensee and its customers. The Customer Charter shall set out the service level commitments of the Licensee in respect of customer care services and shall include, among other provisions, commitments that the Licensee shall:

- (i) Operate a customer care service facility to which customers may have online or telephone access 24 hours a day, 365 days a year;
- (ii) Ensure that in any given calendar year not less than 85% of calls to that facility from customers received between 8am and 8pm, Monday to Friday are answered within 20 seconds and that, outside these hours, not less than 80% of calls from customers to that facility are answered within 35 seconds;
- (iii) Ensure that in any given calendar year not less than 80% of emails and web queries received at that facility from customers between the hours of 8am and 8pm, Monday to Friday are answered within 4 hours, and

that, outside of these hours, not less than 80% of email and web queries from customers are answered within 24 hours;

- (iv) Operate a facility by means of which each customer may have online access to their billed and unbilled billing information 24 hours per day, 365 days a year;
- (v) Ensure that, in any given calendar year, it investigates and responds to not less than 85% of customer complaints communicated to the customer care service facility by telephone, email or via the Internet within 24 hours of the receipt of the complaint;
- (vi) Ensure that, in any given calendar year, it investigates and responds in writing to not less than 85% of customer complaints received in writing within 7 days of the receipt of complaint;
- (vii) Ensure that, in any given calendar year, it addresses not less than 85% of customer billing queries communicated to the customer care service facility by telephone, email or via the Internet within 24 hours of the receipt of the query;
- (viii) Ensure that, in any given calendar year, it responds in writing within 7 days of receipt to not less than 85% of customer billing queries communicated in writing to the customer care service centre;
- (ix) Operate a facility for the 365 day a year, 24-hour online provisioning for additional customer services offered to its customers;
- (x) Ensure that, in any given calendar year, not less than 80% of applicant customers are activated within one hour of receiving a correctly completed application form.

For the purposes of the financial guarantees provided in Part 7(1) of this Schedule, each one of these service level commitments shall be referred to individually as a “Customer Charter Service Level Commitment”.

The Licensee shall not alter or vary the Customer Charter without the consent of the Commission.

5.2.8 Customer compensation

On the adoption of the Customer Charter, the Licensee shall put in place a procedure under which a customer may submit a complaint to a person designated by the Licensee (who may be an officer of the Licensee) concerning any failure by the Licensee to adhere to service levels specified in the Customer Charter. Following the receipt by the Licensee of a complaint from a customer, it shall transmit the complaint to the designated person who shall conduct an investigation which shall not exceed in duration 10 working days beginning on the day following the transmission of the complaint to her by the Licensee. Where the designated person finds that the complaint is justified and that the Licensee has failed to adhere to service levels specified in the Customer Charter, she may, in her discretion, award compensation to the customer who complained, in full and final settlement of that customer’s complaint. The compensation may be by way of billing discount, call credit or otherwise.

Part 5

ROLL-OUT AND COVERAGE REQUIREMENTS

1. The Licensee shall launch commercial 3G services not later than 15 December 2003.
2. The Licensee shall ensure that demographic Coverage of the 3G network shall not fall below 33% on or after 31 March 2004.
3. The Licensee shall ensure that demographic Coverage of the 3G network services shall not fall below 53% on or after 31 August 2005.
4. The Licensee shall ensure that demographic Coverage of the 3G network services shall not fall below 80% on or after 30 December 2007.
5. The Licensee shall ensure that the following network coverage targets are met by the corresponding dates stipulated:

UDD full mobility (outdoor) at 144 kbps demographic Coverage of 30%	Not later than 15 December 2003
Time to reach UDD full mobility (outdoor) 144 kbps demographic Coverage of 33%	Not later than 31 March 2004
Time to reach UDD full mobility (outdoor) 144 kbps demographic Coverage of 53%	Not later than 31 August 2005
Time to reach UDD full mobility (outdoor) 144 kbps demographic Coverage of 80%	Not later than 31 December 2007

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. 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

* 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.

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 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. 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. 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. 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 27 March 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. 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 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.

Part 7

PERFORMANCE AND FINANCIAL GUARANTEES (1)

1. Performance and Financial Guarantees on Part 4: Quality of Service, Grade of Service

Vgzv'eqpulf gt gf 'eqphf gpvkrlcpf 'lwdlgev'tq'vj g't t qvgev'qp'qhl'eqphf gpvkrlcpf "j cu'dggp'f gngvf

- 1.2 The Licensee shall, before the licence commencement date, put in place a programme to measure and monitor compliance with the performance targets set out in Part 4. The programme shall include the reporting procedures to the Commission and shall be in such form as agreed with the Commission or as may be specified by the Commission from time to time.
- 1.3 The Licensee shall, within 31 days of each relevant performance target notify the Commission that the Licensee has either (a) met the said performance target, or (b) 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.

Part 7

Performance and Financial Guarantees (2)

1. Performance and Financial Guarantees on Part 5 and Part 8: Coverage, Roll out and Site sharing targets

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- 1.2 The Licensee shall, before the licence commencement date, put in place a programme to measure and monitor compliance with the performance targets set out. The programme shall include the reporting procedures to the Commission and shall be in such form as agreed with the Commission or as may be specified by the Commission from time to time.
- 1.3 The Licensee shall, within 31 days of each relevant performance target notify the Commission that the Licensee has either (a) met the said performance target, or (b) 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.

- 1.6 The financial guarantees provided by the Licensee in this Part 7 shall be secured by performance bonds to be issued by a credit institution with a minimum long-term debt A credit rating.
- 1.7 The Licensee shall not be liable to pay to the Commission the amounts guaranteed in this Part 7 where it has failed to meet any performance target specified in Parts 4, 5 or 8 as a result of an event beyond the reasonable control of the Licensee (including, without limitation, any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, restrictions due to the

spread or possible spread of disease among humans or animals, each a Force Majeure event) provided always that the Licensee shall use its best efforts to mitigate the effects of the Force Majeure event on performance of its obligations under the Licence.

Part 8

SITE SHARING

General

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 access to 50% of the radio transmission sites (3G or otherwise) under the control of the Licensee for site sharing purposes. 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 ensure that any Site Sharing Agreement contains as a minimum the following provisions:
 - 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.
- 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 the Commission: 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 ensure that the terms on which access is provided pursuant to the Site Sharing Agreement to the Radio transmission sites under its control are reasonable, transparent and non-discriminatory.
- 6. The Licensee shall participate in a code of practice concerning the sharing of Radio transmission sites and any process relating thereto and shall comply with any decision of the Commission in that regard, provided that that code of practice is in terms substantially similar to those contained in the Radio Site Sharing Code of Practice contained in Appendix B11 of ODTR document 01/100.
- 7. 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.

8. The Licensee shall ensure that charges for access to Radio transmission sites under the control of the Licensee pursuant to the Site Sharing Agreement shall be cost-oriented and shall, from time to time, submit those terms for review by the Commission together with detailed justification of the cost basis applied in arriving at those charges. Nothing in this Part shall prevent the Licensee from waiving a charge for access to a Radio transmission site where that access is being granted on a reciprocal basis.