

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 **Three Ireland (Hutchinson) Limited 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 2016** (the "Licence Commencement Date") and all amendments thereafter and, subject to revocation, suspension or withdrawal, expires on **1 October 2017** ("the Licence Expiry Date").

GIVEN under the official seal of the Commission for Communications Regulation, this day

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	3_10024	257672	324643
2	3_10039	260721	111774
3	3_1005	325355	254881
4	3_10053	294618	235853
5	3_1010	320644	242372
6	3_1016	322797	255503
7	3_10179	303676	241182
8	3_1018	321284	238048
9	3_1019	319782	264223
10	3_10196	122924	53255
11	3_10206	285844	189616
12	3_10214	317297	234497
13	3_1022	318539	236269
14	3_10225	204332	241506
15	3_10253	321651	216499
16	3_10264	313924	234595
17	3_10270	248745	198750
18	3_10272	316395	231923
19	3_10277	316997	243168
20	3_10286	324919	173566
21	3_10325	326434	216884
22	3_1033	316799	243271
23	3_10336	312212	231792
24	3_1038	315301	226811
25	3_10381	249786	157634
26	3_10387	121447	232649
27	3_10395	134259	289090
28	3_10397	185005	205149
29	3_10401	130649	225967
30	3_10429	318050	234500
31	3_10455	325023	175408
32	3_10469	143415	252047
33	3_10472	322950	240815

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No.	Site I.D.	Easting	Northing
34	3_1048	304125	227817
35	3_10484	323709	244271
36	3_10485	316530	230820
37	3_10519	187569	74556
38	3_10529	311272	227836
39	3_10539	260688	110477
40	3_10540	259577	111975
41	3_10552	318050	234500
42	3_1057	305210	227689
43	3_1058	316711	233249
44	3_10587	137706	225775
45	3_10592	164732	72474
46	3_10620	305271	253032
47	3_10666	164657	72472
48	3_1069	319275	228831
49	3_10699	307144	239576
50	3_1070	319253	237205
51	3_10710	166289	73662
52	3_1072	319452	226146
53	3_10738	315349	235386
54	3_10765	311039	237164
55	3_10772	166318	71012
56	3_10773	166885	72280
57	3_10781	134262	227110
58	3_10793	166570	69591
59	3_10801	169463	71816
60	3_10804	244963	208485
61	3_10817	155775	154235
62	3_10826	219850	123462
63	3_10828	305175	305500
64	3_10837	129120	225651
65	3_10842	263776	110288
66	3_10844	168922	69401
67	3_10845	318030	233070
68	3_10855	220899	133448
69	3_10871	319537	226634
70	3_10880	179246	66641
71	3_10882	302791	232638

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No.	Site I.D.	Easting	Northing
72	3_10883	318030	233070
73	3_10885	150489	221203
74	3_1090	309422	233966
75	3_10916	316642	236425
76	3_10917	315521	240345
77	3_1095	316615	233775
78	3_10956	325732	253235
79	3_10967	203814	180023
80	3_10971	242598	253427
81	3_10979	245692	253715
82	3_10987	321034	254770
83	3_10991	320427	238066
84	3_10997	127919	224665
85	3_11005	319179	244718
86	3_11016	174394	62955
87	3_11046	323319	228638
88	3_11053	310705	226388
89	3_11065	261746	232866
90	3_11114	315003	232721
91	3_11120	307240	234138
92	3_11129	305087	277920
93	3_11130	305993	226916
94	3_11153	313540	234482
95	3_11156	318051	245401
96	3_11168	317775	229695
97	3_1118	311122	230980
98	3_11182	319404	230953
99	3_11193	278340	223632
100	3_1120	313966	231273
101	3_11220	210264	77410
102	3_11223	289503	297839
103	3_11228	317281	234516
104	3_11241	157453	155098
105	3_11266	327517	217879
106	3_11267	251626	244021
107	3_11290	320429	147649
108	3_1132	313379	235075
109	3_11326	185526	229867

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No.	Site I.D.	Easting	Northing
110	3_1134	317526	236224
111	3_11342	272768	212751
112	3_11352	325095	227877
113	3_11406	326399	218818
114	3_1142	324274	226899
115	3_1146	307236	234866
116	3_11476	129052	226472
117	3_11489	305230	118951
118	3_11571	167413	71859
119	3_11572	167875	278854
120	3_11576	313352	233112
121	3_11584	316768	235237
122	3_11585	323050	227900
123	3_11586	306501	232864
124	3_11587	318043	228410
125	3_11590	320064	227912
126	3_11591	316522	231785
127	3_11592	310016	227593
128	3_11593	313217	230331
129	3_11595	305014	234162
130	3_11596	313192	228866
131	3_11598	314955	235409
132	3_11599	308380	227170
133	3_11601	313513	228016
134	3_11603	311955	228930
135	3_11604	314742	231137
136	3_11605	318131	233893
137	3_1161	320752	222295
138	3_11612	312289	273737
139	3_11621	288920	239450
140	3_11629	321582	227919
141	3_1163	322980	242361
142	3_11630	317071	233213
143	3_11634	155405	69463
144	3_11637	164571	70792
145	3_11640	168755	76361
146	3_11645	254394	212435
147	3_11648	288671	266837

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No.	Site I.D.	Easting	Northing
148	3_11657	318767	226570
149	3_11664	323558	260692
150	3_11665	320410	246770
151	3_11667	304759	308122
152	3_11671	167899	70391
153	3_11672	165794	69540
154	3_11673	165200	68600
155	3_11674	168148	68929
156	3_11675	168176	71006
157	3_11685	287218	268178
158	3_11686	246642	199740
159	3_11691	172272	71328
160	3_11692	165049	71296
161	3_11693	167760	71640
162	3_11697	308575	275223
163	3_11698	315350	232700
164	3_11700	306140	231360
165	3_11702	308132	274158
166	3_11707	317110	228838
167	3_11710	136612	208881
168	3_11712	326200	217925
169	3_11715	247486	198439
170	3_11717	126550	223675
171	3_11718	302820	120706
172	3_11720	172258	70731
173	3_11721	218000	122750
174	3_11723	220356	122599
175	3_11724	289425	219318
176	3_11725	207745	140835
177	3_11730	302353	235011
178	3_11732	138093	224710
179	3_11737	308446	226424
180	3_11740	318570	227966
181	3_11752	301899	251834
182	3_11754	332620	193370
183	3_11759	174531	61951
184	3_11762	188122	135921
185	3_11764	243684	252856

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No.	Site I.D.	Easting	Northing
186	3_11766	158165	70749
187	3_11770	312613	233828
188	3_11773	317255	240764
189	3_11775	167048	72411
190	3_11779	313598	231770
191	3_11784	171718	71095
192	3_11786	170834	73638
193	3_11795	167297	72367
194	3_11797	165869	71868
195	3_11800	317154	245500
196	3_11801	172818	75364
197	3_11802	304628	235227
198	3_11805	308376	240727
199	3_11806	168029	71887
200	3_11808	318807	237267
201	3_11813	316336	233807
202	3_11829	329675	210250
203	3_11830	322920	226554
204	3_11831	261204	112075
205	3_11836	312037	239835
206	3_11840	262410	110400
207	3_11842	129078	225161
208	3_11857	268341	193960
209	3_11860	137269	228600
210	3_11861	325220	216801
211	3_11862	313852	232811
212	3_11863	315600	232000
213	3_11865	315229	233895
214	3_11866	313360	232750
215	3_11868	315739	235741
216	3_11870	315360	234274
217	3_11875	296999	233705
218	3_11876	317074	236135
219	3_11879	319414	236442
220	3_11882	314750	234150
221	3_11886	315811	235073
222	3_11888	315234	234757
223	3_11889	315720	233980

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No.	Site I.D.	Easting	Northing
224	3_11890	316826	233622
225	3_11892	315960	234316
226	3_11893	315853	233745
227	3_11896	310890	229775
228	3_11898	316153	236638
229	3_11905	320160	235142
230	3_11918	318977	232795
231	3_11919	308635	227508
232	3_11924	318290	232155
233	3_11926	318058	246584
234	3_11928	309528	275750
235	3_11929	286736	266657
236	3_11941	316228	234327
237	3_11948	167350	71400
238	3_11951	123122	222919
239	3_11953	317259	236539
240	3_11964	166842	71788
241	3_11966	306455	235066
242	3_11969	314730	238239
243	3_11975	304776	120921
244	3_11977	171178	71191
245	3_12010	325955	226002
246	3_12012	131201	228218
247	3_12014	131883	226920
248	3_12028	314769	235786
249	3_12029	324029	225928
250	3_1203	310746	228992
251	3_12032	178816	227177
252	3_12034	127435	134266
253	3_12035	167194	71763
254	3_12037	167475	72052
255	3_12042	185540	179525
256	3_12048	205123	242940
257	3_12052	130014	225599
258	3_12054	129666	224936
259	3_12058	322777	238832
260	3_12065	313199	239593
261	3_12070	307257	230398

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No.	Site I.D.	Easting	Northing
262	3_12071	323810	220279
263	3_12075	295017	141565
264	3_12077	310625	238185
265	3_12081	70743	332040
266	3_12086	77534	96530
267	3_12099	142033	216936
268	3_12102	248041	214094
269	3_12109	307268	316744
270	3_12114	310088	114914
271	3_12125	290350	252630
272	3_12129	128465	224280
273	3_12132	172582	68690
274	3_12140	317656	230727
275	3_12147	261932	110972
276	3_12165	167902	72190
277	3_12166	175981	71753
278	3_12178	316763	240750
279	3_12182	249558	111094
280	3_12189	168077	75076
281	3_12193	318475	241607
282	3_12195	317925	237451
283	3_12200	171673	71692
284	3_12222	321395	228710
285	3_12224	323704	227788
286	3_12233	137162	232979
287	3_12237	204035	242510
288	3_12272	279575	257863
289	3_12283	302130	228015
290	3_12284	307505	229443
291	3_12287	315640	233656
292	3_12294	165207	70944
293	3_12295	318498	232186
294	3_12306	141806	218875
295	3_12309	283813	240668
296	3_12310	275775	210151
297	3_12315	300806	245955
298	3_12316	280889	269877
299	3_12321	283813	240668

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No.	Site I.D.	Easting	Northing
300	3_12322	271239	245125
301	3_12323	245130	271235
302	3_12324	271225	245133
303	3_12325	256859	251865
304	3_12326	220242	122435
305	3_12336	315865	224776
306	3_12362	306684	238038
307	3_1239	321995	223556
308	3_12397	172477	78048
309	3_12403	292797	303913
310	3_1244	303476	230871
311	3_12462	139650	161868
312	3_12469	316535	235480
313	3_1250	320732	240179
314	3_12588	224492	231985
315	3_12601	316162	233695
316	3_12627	217054	412601
317	3_12639	166500	66200
318	3_12641	317183	228016
319	3_12646	154869	155664
320	3_12648	307056	239163
321	3_12663	331668	193871
322	3_12664	318780	200392
323	3_12666	331177	192534
324	3_12667	139586	161596
325	3_12668	100796	156203
326	3_12670	235081	431676
327	3_12677	118935	264510
328	3_12678	317667	234087
329	3_12687	312250	227150
330	3_1270	319890	228680
331	3_12704	317382	234830
332	3_12722	315796	240402
333	3_12724	316856	232772
334	3_12726	322250	224773
335	3_12727	164785	72766
336	3_12741	217186	414498
337	3_12746	306174	306830

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No.	Site I.D.	Easting	Northing
338	3_12749	277906	241144
339	3_12764	308403	240754
340	3_1277	325516	221911
341	3_1282	315546	234479
342	3_12831	124081	287849
343	3_12840	186689	63429
344	3_12869	198621	242728
345	3_1287	317908	233563
346	3_12871	317145	233370
347	3_12872	304921	228273
348	3_12877	139476	162508
349	3_12878	317252	234146
350	3_1289	309784	237612
351	3_1297	317335	233691
352	3_1299	314232	226834
353	3_13030	314918	240553
354	3_13038	139431	161673
355	3_13081	308417	232303
356	3_1310	309064	231044
357	3_13146	189050	71400
358	3_13212	267331	194721
359	3_13213	316314	233810
360	3_13215	221102	138945
361	3_13220	177209	71363
362	3_1332	307685	232512
363	3_1335	307991	234801
364	3_1367	316850	226520
365	3_1384	317799	243386
366	3_1390	310656	232814
367	3_1396	307807	227022
368	3_1420	308967	237115
369	3_1434	314900	233700
370	3_1461	317202	235799
371	3_1474	305569	228881
372	3_1496	306480	229946
373	3_1513	315638	227935
374	3_1522	315563	239085
375	3_1548	303225	235075

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No.	Site I.D.	Easting	Northing
376	3_158	170129	172879
377	3_1616	312441	229972
378	3_1628	314152	230179
379	3_1637	315540	231467
380	3_1638	322970	227060
381	3_1639	319210	224030
382	3_1641	306211	233114
383	3_1642	312987	233730
384	3_1652	315630	233780
385	3_1654	314259	232680
386	3_1655	323463	224925
387	3_1656	315731	233589
388	3_1659	316032	233901
389	3_1662	320531	225400
390	3_1665	314435	233386
391	3_1666	301021	236316
392	3_1669	316227	235544
393	3_1673	312351	231207
394	3_1693	316452	234754
395	3_170	164000	182157
396	3_1712	309163	227652
397	3_1722	315975	236142
398	3_1764	317020	247810
399	3_1785	328538	239173
400	3_1786	308892	227502
401	3_1792	322599	243685
402	3_1854	320796	240921
403	3_1871	316813	225642
404	3_188	166627	66420
405	3_1904	315700	232490
406	3_1906	315301	236675
407	3_192	168696	72999
408	3_193	166398	70219
409	3_1960	318737	247942
410	3_1986	316845	233005
411	3_1992	314539	234622
412	3_1998	317095	238245
413	3_2008	313955	255295

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No.	Site I.D.	Easting	Northing
414	3_204	168500	71809
415	3_2043	316305	237235
416	3_2045	315740	233290
417	3_207	164900	70200
418	3_2072	315523	229086
419	3_2131	315021	230447
420	3_214	165077	69522
421	3_2140	314428	230521
422	3_2161	311918	233391
423	3_2199	316130	234720
424	3_2205	313315	234272
425	3_2232	107600	240200
426	3_2233	76731	246621
427	3_2245	112100	242675
428	3_227	177733	68141
429	3_2276	130075	226112
430	3_2283	132430	227155
431	3_2293	146800	223300
432	3_2296	129945	225415
433	3_2313	131093	226154
434	3_2344	140560	264685
435	3_2346	185295	231040
436	3_2349	155148	211263
437	3_2358	133402	228250
438	3_236	190387	68965
439	3_2363	93463	247159
440	3_2382	180364	212815
441	3_2388	66469	250540
442	3_2395	267072	219589
443	3_240	211964	77850
444	3_2401	273178	212286
445	3_2407	263317	210141
446	3_2425	282739	229478
447	3_2428	274636	227030
448	3_2436	267788	193664
449	3_2461	291785	229506
450	3_2473	294001	237531
451	3_2510	233191	167793

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No.	Site I.D.	Easting	Northing
452	3_2520	263100	136948
453	3_2522	241187	143428
454	3_253	166035	71247
455	3_257	166822	68906
456	3_2571	105626	113498
457	3_261	170071	70872
458	3_2613	46539	80931
459	3_2623	213085	275470
460	3_263	173387	73603
461	3_2636	233355	281105
462	3_265	167783	72517
463	3_2658	297800	297350
464	3_2683	305710	293300
465	3_2688	308805	275529
466	3_2692	304850	307158
467	3_2694	318854	311756
468	3_2697	304304	306732
469	3_2699	315885	283749
470	3_2706	293984	301348
471	3_271	179648	59959
472	3_2711	303040	308228
473	3_2722	314180	316652
474	3_2733	309901	274841
475	3_274	180855	99209
476	3_276	163700	50540
477	3_2784	179767	142468
478	3_279	148939	54902
479	3_282	138492	41665
480	3_2826	160853	127540
481	3_2857	188421	339531
482	3_2874	209766	295669
483	3_2886	246788	198049
484	3_2897	254428	200731
485	3_290	153537	122896
486	3_2901	237917	208719
487	3_291	197215	91398
488	3_2916	243890	184996
489	3_2934	247142	197071

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No.	Site I.D.	Easting	Northing
490	3_2939	295962	274322
491	3_294	188110	73780
492	3_2941	301746	249213
493	3_2949	287223	289873
494	3_2952	279611	278802
495	3_2954	287106	267392
496	3_2956	280572	271769
497	3_2971	284131	244601
498	3_2974	296309	251712
499	3_298	170875	74490
500	3_2993	296035	270008
501	3_3008	266355	255115
502	3_3014	301287	242285
503	3_3015	291671	263307
504	3_3019	278988	267416
505	3_3041	273884	276014
506	3_3044	296283	258279
507	3_3045	286265	268973
508	3_3046	309477	267450
509	3_3051	284124	248716
510	3_3067	283937	303878
511	3_307	159890	70720
512	3_3095	273116	319337
513	3_3117	96709	275500
514	3_3119	138900	282529
515	3_312	165805	72432
516	3_313	171857	70540
517	3_3153	165500	245450
518	3_3156	99940	283970
519	3_3163	114294	289812
520	3_3165	114880	290690
521	3_3196	210560	231871
522	3_3197	233502	224434
523	3_3204	263273	232556
524	3_3205	233905	225117
525	3_3207	205911	204689
526	3_3212	208888	223732
527	3_3220	225819	233166

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No.	Site I.D.	Easting	Northing
528	3_3231	261058	223567
529	3_325	67400	45800
530	3_3250	161960	294781
531	3_3251	181178	282722
532	3_3252	176661	284886
533	3_3254	191708	229971
534	3_3258	180292	306008
535	3_3262	187223	264429
536	3_3263	197870	254200
537	3_328	168049	71538
538	3_329	154169	108788
539	3_3303	166058	346785
540	3_3346	166987	315523
541	3_3393	212798	158270
542	3_3402	211502	150392
543	3_3404	186570	179250
544	3_3406	213821	188776
545	3_3407	205515	124963
546	3_3419	210800	171000
547	3_3425	219094	124150
548	3_3428	191333	194718
549	3_3432	201151	196508
550	3_3434	197300	190000
551	3_344	167582	69942
552	3_3440	220260	122322
553	3_3442	219175	122190
554	3_3444	240268	120789
555	3_3446	217300	87000
556	3_3450	244969	105650
557	3_346	167015	72080
558	3_3461	259864	112696
559	3_3464	226095	93010
560	3_3465	218242	90702
561	3_3470	245732	113175
562	3_3482	265123	109765
563	3_3501	260286	111046
564	3_3506	262528	111026
565	3_3513	243404	238037

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No.	Site I.D.	Easting	Northing
566	3_3517	259854	246920
567	3_352	156815	71853
568	3_3524	202931	241513
569	3_3531	237432	242333
570	3_3558	243869	253159
571	3_3567	247581	252692
572	3_3568	251846	258083
573	3_3587	234024	264261
574	3_3589	322383	217181
575	3_3595	327488	205665
576	3_3609	326104	219487
577	3_361	154036	104059
578	3_3632	325711	210950
579	3_3633	328456	192202
580	3_3647	314131	180546
581	3_3648	320433	191817
582	3_3650	319464	181695
583	3_3651	324508	173238
584	3_3654	298099	214291
585	3_3658	329651	212539
586	3_3664	303312	172816
587	3_3666	296452	139833
588	3_3681	291254	130235
589	3_3684	305235	121550
590	3_3686	303892	144784
591	3_3687	314070	111632
592	3_3689	272648	126778
593	3_3691	315216	159540
594	3_3693	303973	121514
595	3_3698	297146	139691
596	3_3701	319823	156216
597	3_3704	271759	127498
598	3_3710	290556	156966
599	3_3713	296962	103871
600	3_3736	283132	124763
601	3_3740	304746	122070
602	3_3746	165727	55038
603	3_3766	308605	241420

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No.	Site I.D.	Easting	Northing
604	3_3797	306164	311526
605	3_3815	166545	74658
606	3_3855	96999	89007
607	3_3892	200762	241258
608	3_3919	323951	224305
609	3_3921	318735	226968
610	3_3959	293297	238375
611	3_3999	305508	241532
612	3_4005	278263	262678
613	3_402	229611	309031
614	3_4035	325500	217300
615	3_4058	286905	267871
616	3_4097	266640	112219
617	3_4117	128370	227055
618	3_4139	205694	199526
619	3_4143	216850	210350
620	3_4146	242472	251955
621	3_420	208152	338101
622	3_4225	92773	224536
623	3_4264	314800	231750
624	3_4266	198837	236167
625	3_4273	318166	225641
626	3_4290	132885	248650
627	3_430	235787	286845
628	3_4311	244833	171229
629	3_4336	316589	160053
630	3_4347	322776	249956
631	3_441	316407	232936
632	3_4446	216943	411484
633	3_4464	307035	231493
634	3_4505	135354	275001
635	3_454	285455	173226
636	3_4582	317486	239439
637	3_4622	259750	108150
638	3_4632	196486	145446
639	3_4638	201898	149861
640	3_4654	305756	304516
641	3_4680	232549	226372

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No.	Site I.D.	Easting	Northing
642	3_4682	282489	115278
643	3_4708	313990	282017
644	3_4819	318079	235490
645	3_484	219601	416763
646	3_4851	226835	178489
647	3_4927	312651	286488
648	3_4930	124779	228887
649	3_4931	227507	222571
650	3_4939	211706	159024
651	3_4956	166666	71351
652	3_4964	132365	225810
653	3_497	193500	432200
654	3_5030	303098	234234
655	3_5037	323375	222684
656	3_5045	130149	225230
657	3_5061	167654	71904
658	3_5066	216313	239469
659	3_5084	315775	235250
660	3_5101	163318	70808
661	3_5148	180966	73264
662	3_5178	282667	259792
663	3_5216	315935	234637
664	3_5231	315056	225529
665	3_5329	209935	75985
666	3_5330	131770	224925
667	3_5348	326850	218800
668	3_5375	257981	110864
669	3_5381	264619	122864
670	3_5396	264783	244170
671	3_5397	257429	253077
672	3_5440	173084	76150
673	3_5457	262068	113515
674	3_5474	276204	244149
675	3_5495	307390	273703
676	3_5498	310222	231052
677	3_5511	134745	225800
678	3_5523	325029	225529
679	3_5535	257500	206453

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No.	Site I.D.	Easting	Northing
680	3_5539	218549	79440
681	3_5550	309579	232639
682	3_5573	167340	70875
683	3_559	176792	411825
684	3_5594	235987	193442
685	3_5595	167117	68157
686	3_5611	255565	121499
687	3_5649	206043	241060
688	3_5692	295744	208100
689	3_5697	312125	240578
690	3_5700	287870	265057
691	3_5701	319495	233777
692	3_5712	304324	232912
693	3_5746	301631	226700
694	3_5770	318989	231808
695	3_5790	317779	231565
696	3_5792	151902	57953
697	3_5797	312700	267700
698	3_5801	198679	77067
699	3_5803	167742	73874
700	3_5856	168250	73193
701	3_5859	162171	69402
702	3_5865	174608	72053
703	3_5879	227503	185806
704	3_5892	208616	139839
705	3_5896	213221	126025
706	3_5912	175487	68338
707	3_5915	311016	276472
708	3_5919	166405	72508
709	3_5940	299186	131248
710	3_5943	254289	174119
711	3_5952	239500	194400
712	3_6006	126084	224900
713	3_6065	320250	236950
714	3_6090	161612	276815
715	3_6092	170024	69639
716	3_6094	315410	233230
717	3_6097	317257	241525

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No.	Site I.D.	Easting	Northing
718	3_6099	208109	242866
719	3_6102	168988	62865
720	3_6155	301505	228300
721	3_6163	264441	187765
722	3_6199	299502	236597
723	3_6219	167231	72860
724	3_6228	321796	228381
725	3_6260	128078	225400
726	3_6271	172614	70104
727	3_6278	305733	234264
728	3_6286	310413	239882
729	3_6321	313879	236086
730	3_6325	188171	263960
731	3_6328	127910	244735
732	3_6330	168695	232595
733	3_6337	314181	235382
734	3_6364	248795	150229
735	3_6393	149432	279497
736	3_6396	246630	270812
737	3_6397	304022	268955
738	3_6398	279885	255811
739	3_6419	273053	124176
740	3_6431	315939	233826
741	3_6438	315296	183287
742	3_644	314071	234027
743	3_6445	169243	73618
744	3_6471	318336	232871
745	3_6472	317620	233156
746	3_6474	316585	234310
747	3_6483	313245	230979
748	3_649	318657	238215
749	3_6514	313877	233935
750	3_653	316475	237646
751	3_6539	314735	233286
752	3_654	318920	239860
753	3_655	313535	240056
754	3_6553	313168	237171
755	3_6607	127639	223672

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No.	Site I.D.	Easting	Northing
756	3_662	316160	233080
757	3_6620	320955	227034
758	3_663	318440	230828
759	3_6631	168450	72600
760	3_665	320631	227688
761	3_6653	313293	239027
762	3_666	310246	231761
763	3_6661	316059	235535
764	3_6662	316567	239372
765	3_6679	311375	231431
766	3_6691	322650	226980
767	3_6698	316160	234320
768	3_6715	316210	232725
769	3_672	318599	234770
770	3_6772	207000	241980
771	3_6864	186921	178978
772	3_6889	221132	122517
773	3_6903	320233	240088
774	3_6960	172989	62764
775	3_6978	188000	73230
776	3_6979	167543	69187
777	3_698	314181	228797
778	3_6980	187470	75260
779	3_6988	238971	177074
780	3_7009	318105	232572
781	3_7031	327951	194965
782	3_7058	264750	208720
783	3_7066	321331	239088
784	3_7079	312369	238490
785	3_708	307800	238930
786	3_709	309960	234320
787	3_7118	308441	228819
788	3_7135	288328	194512
789	3_7146	318152	162467
790	3_7152	155345	59076
791	3_716	309792	240784
792	3_717	316799	243271
793	3_7176	319726	226046

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No.	Site I.D.	Easting	Northing
794	3_7192	192186	183831
795	3_7198	134600	230100
796	3_7213	124712	225026
797	3_723	322268	239847
798	3_7231	178096	64331
799	3_725	309148	230561
800	3_7255	130365	226680
801	3_7284	317345	227641
802	3_7352	143145	229140
803	3_7355	274744	249817
804	3_7360	283744	283869
805	3_7368	327510	197690
806	3_7380	311163	232070
807	3_7429	282001	291750
808	3_745	322810	246125
809	3_7493	199752	67382
810	3_7497	132728	240088
811	3_7506	115202	282206
812	3_751	309820	244813
813	3_7519	314734	234479
814	3_7528	296337	290699
815	3_7544	307788	242229
816	3_7550	307250	236274
817	3_7573	194005	271571
818	3_7587	308536	232406
819	3_7597	286448	228717
820	3_7599	317345	227641
821	3_7601	181641	97838
822	3_7609	179644	92817
823	3_7620	258755	109700
824	3_7646	177888	179928
825	3_767	321565	229266
826	3_7672	98521	293650
827	3_768	324403	228490
828	3_7689	168898	68426
829	3_7734	234740	172751
830	3_7751	269719	232007
831	3_7780	313314	235841

No.	Site I.D.	Easting	Northing
832	3_7782	325314	187114
833	3_779	324231	223194
834	3_7831	245600	190608
835	3_7836	317121	234268
836	3_7854	295740	232640
837	3_786	305921	235440
838	3_7889	317121	234268
839	3_7893	317151	229486
840	3_7927	327321	237800
841	3_7928	329321	237494
842	3_7940	316199	245200
843	3_796	316107	233511
844	3_7973	317121	234268
845	3_7977	293161	234166
846	3_799	308921	228088
847	3_80	310175	228524
848	3_800	315556	234644
849	3_8132	135475	40466
850	3_8144	184975	67763
851	3_817	315005	236020
852	3_8174	309237	275038
853	3_819	317852	263941
854	3_8195	322525	245082
855	3_8230	297661	232978
856	3_8231	293356	236758
857	3_8245	312445	233021
858	3_825	323332	239801
859	3_8293	308225	228239
860	3_8341	317648	238723
861	3_8346	330864	194765
862	3_8349	313679	238209
863	3_8350	319108	246492
864	3_8358	168420	70490
865	3_8364	165321	70779
866	3_8368	322997	240395
867	3_8380	169751	73385
868	3_8383	308461	233925
869	3_8399	149884	227886

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No.	Site I.D.	Easting	Northing
870	3_841	324620	243770
871	3_8418	189168	135934
872	3_844	300857	235296
873	3_846	317481	228137
874	3_8470	306000	287933
875	3_8472	221527	237248
876	3_8486	97068	320317
877	3_8494	297635	141769
878	3_8498	318998	187778
879	3_8499	323250	172352
880	3_8501	255025	211225
881	3_8502	248803	201880
882	3_852	313392	232446
883	3_8525	216250	174875
884	3_8529	259823	245313
885	3_8533	134194	275097
886	3_854	316950	233550
887	3_8550	324331	245373
888	3_8551	201204	166003
889	3_857	316707	232542
890	3_8573	329314	207452
891	3_8582	94023	57494
892	3_8591	314954	232370
893	3_8604	329644	211003
894	3_861	317611	232823
895	3_8635	207253	209356
896	3_8677	199219	119285
897	3_8758	305934	240235
898	3_8763	264910	278313
899	3_879	307893	231064
900	3_8825	99302	168100
901	3_885	326568	227310
902	3_893	316620	230060
903	3_904	315840	232750
904	3_906	318400	233450
905	3_907	319858	230615
906	3_9225	138529	234969
907	3_9239	299585	285718

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No.	Site I.D.	Easting	Northing
908	3_931	319740	239260
909	3_938	316864	234910
910	3_939	318336	240650
911	3_9398	285376	133044
912	3_9454	325245	224029
913	3_9457	320297	224453
914	3_9459	309609	226506
915	3_9496	234171	225939
916	3_9529	303857	239484
917	3_954	312711	236292
918	3_956	308050	236880
919	3_958	306414	252445
920	3_9606	321992	258610
921	3_9608	302293	251874
922	3_972	305822	238117
923	3_9770	315569	246823
924	3_981	315389	238256
925	3_9812	161922	71443
926	3_9818	200739	215483
927	3_984	324565	259925
928	3_990	315462	235864
929	3_992	313095	248324
930	3_993	317201	249598
931	3_994	314996	234363
932	3_9955	168754	71041
933	3_9983	304926	231044

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

No.	Manufacturer	Component	Equipment No.
1	Redacted	BTS	Redacted
2	Redacted	BTS	Redacted
3	Redacted	BTS	Redacted
4	Redacted	BTS	Redacted
5	Redacted	BTS	Redacted
6	Redacted	BTS	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	Antenna	Redacted
22	Redacted	Antenna	Redacted
23	Redacted	Antenna	Redacted
24	Redacted	Antenna	Redacted
25	Redacted	Antenna	Redacted
26	Redacted	Antenna	Redacted
27	Redacted	Antenna	Redacted
28	Redacted	Antenna	Redacted
29	Redacted	Antenna	Redacted
30	Redacted	Antenna	Redacted
31	Redacted	Antenna	Redacted
32	Redacted	Antenna	Redacted
33	Redacted	Antenna	Redacted

No.	Manufacturer	Component	Equipment No.
34	Redacted	Antenna	Redacted
35	Redacted	Antenna	Redacted
36	Redacted	Antenna	Redacted
37	Redacted	Antenna	Redacted
38	Redacted	Antenna	Redacted
39	Redacted	Antenna	Redacted
40	Redacted	Antenna	Redacted
41	Redacted	Antenna	Redacted
42	Redacted	Antenna	Redacted
43	Redacted	Antenna	Redacted
44	Redacted	Antenna	Redacted
45	Redacted	Antenna	Redacted
46	Redacted	Antenna	Redacted
47	Redacted	Antenna	Redacted
48	Redacted	Antenna	Redacted
49	Redacted	Antenna	Redacted
50	Redacted	Antenna	Redacted
51	Redacted	Antenna	Redacted
52	Redacted	Antenna	Redacted
53	Redacted	Repeater	Redacted
54	Redacted	Repeater	Redacted
55	Redacted	Repeater	Redacted
56	Redacted	Antenna	Redacted
57	Redacted	Repeater	Redacted
58	Redacted	Repeater	Redacted
59	Redacted	Repeater	Redacted
60	Redacted	Antenna	Redacted
61	Redacted	Antenna	Redacted
62	Redacted	Repeater	Redacted
63	Redacted	Antenna	Redacted
64	Redacted	Antenna	Redacted
65	Redacted	Antenna	Redacted
66	Redacted	Antenna	Redacted
67	Redacted	Antenna	Redacted
68	Redacted	Repeater	Redacted
69	Redacted	Antenna	Redacted
70	Redacted	Antenna	Redacted
71	Redacted	Repeater	Redacted

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No.	Manufacturer	Component	Equipment No.
72	Redacted	Antenna	Redacted
73	Redacted	Antenna	Redacted
74	Redacted	Antenna	Redacted
75	Redacted	Antenna	Redacted
76	Redacted	Antenna	Redacted
77	Redacted	Antenna	Redacted
78	Redacted	Antenna	Redacted

Schedule 3**Radio frequency bands in which the Apparatus is authorised by this Licence to be used.**

The following bands may be used for FDD mode operation:

Mobile Transmit	Paired with Base Station Transmit
1925-1930 MHz	2115-2120 MHz
1965-1970 MHz	2155-2160 MHz
1975-1980 MHz	2165-2170 MHz

The following bands may also be used for TDD mode operation.

1910-1915 MHz
1925-1930 MHz
1965-1970 MHz
1975-1980 MHz

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 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

Text considered confidential and subject to the protection of confidentiality has been deleted

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
Text considered confidential and subject to the protection of confidentiality has been deleted

- 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.