

**General Telecommunications Licence  
Part 5**

**Part 5: Additional Provisions applying where the Licensee is designated as a person to whom Part 5 shall apply.**

**25. Definitions and interpretations**

25.1 In this Part 5, the expressions set out below have the meanings given to them below (and other grammatical forms of the expressions have corresponding meanings):

**“Designated Commencement Date”** means the date upon which the Licensee is designated by the Director as a person to whom Part 5 of this Licence shall apply;

**“Fixed Wireless Point to Multi-Point Access”** or **“FWPMA”** means point to multi-point radio systems operating between terminal equipment at fixed locations and base station(s) at fixed locations and where such base stations may be connected to a telecommunications network;

**“FWPMA Network”** means a network for the provision of Fixed Wireless Point to Multi-point Access (FWPMA);

**“FWPMA Regulations”** means the Wireless Telegraphy (Fixed Wireless Point to Multi-Point Access Licence) Regulations, 1999;

**“Required Services”** means those Licensed Services provided by the Licensee via FWPMA, as set out in Part I of the Second Schedule.

**26. Application of Part 5 of Licence**

26.1 The provisions of this Part 5, and the rights and obligations contained therein, apply solely to a Licensee who is designated by the Director as a person to whom the said Part 5 shall apply, and to no other Licensee. A Licensee to whom this Part 5 applies has the right to use FWPMA for the provision of Licensed Services.

**27. Term**

27.1 The provisions of this Part 5 will commence on the Designated Commencement Date and unless revoked or amended shall, subject to the conditions and provisions of the 1983 Act, as amended, and to the 1996 Act, and such other legislation as has been or may be adopted from time to time, continue for a period not exceeding 10 years from the Designated Commencement Date.

## **28. Rights and Obligations**

- 28.1 The Licensee shall provide the Required Services in accordance with the Second Schedule.
- 28.2 The Licensee may refuse to extend or continue the provision of the Licensed Services to or from particular Network Termination Points and/or terminal equipment if such extension or continuation would, or would be likely to, cause damage or interference to the FWPMA Network, or the Required Services or any other FWPMA Network, Telecommunications Network, or telecommunications services.
- 28.3 Condition 2.2 shall not apply to:
- (a) a mortgage or other transaction entered into with a financial institution for the purpose of securing borrowings of the Licensee or a subsidiary, being borrowings for the purposes of the FWPMA Network and the Required Services or provision thereof or anything incidental thereto; or
  - (b) a transfer, assignment or other disposal of assets that are intended to be, and are, immediately after their transfer, assignment or other disposal, assigned by way of lease to the Licensee.
- 28.4 The Licensee shall comply with any lawful direction issued by the Director including directions for the purposes of protecting the interests of Users. Such directions may include, but not be limited to, directions regarding conditions and obligations contained in the Second Schedule.

## **29. Ownership**

- 29.1 The Licensee shall not issue or transfer or redeem shares such as would give rise to a change in control of the Licensee or a material change in the ability of the Licensee to perform the Licensed Services without the prior consent of the Director (which shall not be unreasonably withheld).
- 29.2 A consent under subparagraph (a) shall be subject to such conditions (if any) as the Director may determine and shall specify in writing to the Licensee, and any such condition shall be deemed to be a condition of this Licence.
- 29.3 The Licensee by itself or through its Board of Directors shall not act to give effect to any change in the beneficial or legal ownership of shares such as would give rise to a change in control of the Licensee or a material change in the ability of the Licensee to perform the Licensed Services without the prior consent of the Director (which shall not be unreasonably withheld).

29.4 In this Condition 29 "shares" means shares of any class in the Licensee.

### **30. Suspension, Revocation or Expiration**

30.1 Upon the revocation of this Licence, or the revocation or expiration of the licence issued to the Licensee under the FWPMA Regulations, or where the rights and obligations accorded to the Licensee under this Part 5 have been revoked or have expired, the Licensee shall not be entitled as of right, or be deemed to enjoy any equity entitling it to the right to use FWPMA for the provision of Licensed Services.

### **31. Enforcement and Amendment**

31.1 Where the Director has served a Warning Notice in accordance with Condition 4.2, and where the specified condition or direction by which the Licensee is failing to comply is solely a condition of or a direction in relation to this Part 5, then the sanctions that may be imposed by the Director under Condition 4.3. shall, in such circumstances, relate solely to the revocation, suspension, or amendment by way of reduction of the term, or imposition of specific measures, as may be decided by the Director, of the rights and obligations of the Licensee under the provisions of this Part 5.

31.2 Where the circumstances under which the Director may suspend or revoke the Licence under Condition 4.8 relate solely to this Part 5, the said revocation or suspension may, at the discretion of the Director, refer solely to the rights and obligations accorded to the Licensee under the provisions of this Part 5. In such circumstances, the reference in Condition 4.8 (i) to the Declaration shall be construed to include the Licensee's application for a licence to provide FWPMA.

### **32. Review of Spectrum**

32.1 Notwithstanding the rights of the Director under Condition 4.1, the Director may, after the elapse of three years from the Designated Commencement Date, and in accordance with her responsibilities, in particular with regard to the efficient and effective use of the frequency spectrum, conduct a review from time to time of the Licence having regard to such matters as, inter alia, international developments, new technologies and market requirements. Any review may include an examination of the allocation of spectrum and the terms and conditions of the Licence. Following such a review, the Director may supplement, amend or revoke the rights and obligations of the Licensee under this Part 5.

## *Second Schedule*

### *Definitions*

1. In this Second Schedule, the expressions set out below have the meanings given to them below (and other grammatical forms of the expressions have corresponding meanings):

**“Coverage”** means:

- (i) when the service availability is 99.9% or better (including the customer equipment) and with a BER of  $10^{-6}$  or better, and
- (ii) when the service is available within 80% of the claimed coverage area;

**“CPE”** means the radio part of the customer premises equipment;

**“System Availability”** means the availability of the FWPMA Network from the customer premises to the FWPMA base station, excluding the radio CPE but including the FWPMA base station. For the avoidance of doubt, planned outages and outages caused by storm damage and/or accidental equipment damage shall not be deemed to create system unavailability.

## *Second Schedule*

### *Part I: Required Services*

1. The following services are deemed to be Required Services for the purposes of Condition 28.1 and shall be provided by the Licensee within five months of the Designated Commencement Date.
  - **Voice:** (same services as the wired access network)
    - PSTN Voice:
      - Customer lines, PSTN, IDD
    - Call Management Services:
      - Call waiting, call diversion, three way calling, alarm/reminder calls, call answering/voicemail, caller display, caller ID restriction, call completion.
    - Number Translation Services:
      - Freephone 1800, Callsave 1850, LoCall 1890, International freephone, Information services 1530 - 1580,
    - Operator Services:
      - Operator assistance, directory enquiries, emergency services, special directory services.
  - **Data:**
    - ISDN Primary Rate
    - Leased Lines (n x 64 kbps up to 8 Mbps)
    - Flexible Bandwidth
    - Frame Relay (2 Mbps)
    - ATM
  - **Managed Services:**
    - VPN
    - Managed Voice and Data:
      - Managed LAN service, LAN interconnect, managed e-mail, managed intranets and extranets, disaster recovery, remote access to corporate networks, videoconferencing.

- **Multimedia and Internet:**
    - Internet Access
    - Groupworking
    - E-Commerce, Web Advertising and Associated Services:
      - Web design, hosting, web site management, e-mail and messaging solutions, management information, transaction management and secure payment mechanisms.
    - Content Services
    - Multimedia kiosks
2. Notwithstanding the above, where the Licensee can demonstrate, to the satisfaction of the Director, that it is not technologically feasible to provide a particular Required Service within the permitted timescale, the Licensee may, at the discretion of the Director and for a time period specified by the Director, delay the provision of that service.
3. Where in the opinion of the Licensee, a Required Service becomes obsolete due, in particular, to technical and market changes, the Director, following a request from the Licensee and where the Director considers it appropriate to do so, may modify the list of the Required Services.

## *Second Schedule*

### *Part II: Service Quality, Performance Standards and Obligations*

#### **Availability**

- 1.1 The Licensee shall ensure a System Availability of not less than 99.983%.
- 1.2 The Licensee shall establish and maintain a network log (the 'log') for the purposes of recording and tracking all periods of system unavailability. The Licensee shall maintain this log in a manner that will demonstrate, to the satisfaction of the Director, that such a log is an adequate means of assessing whether the Licensee is complying with its system availability obligations under this licence.
- 1.3 The log, or as may be appropriate part thereof, shall be made available on request to the Director.
- 1.4 The Licensee shall calculate the System Availability for the Required Services for any period specified by the Director from the information recorded in the log, and shall, upon request and within such time as may be specified by the Director, provide the Director with the results of the calculation.

#### **2. Maps and Data**

The Licensee shall provide, on request to the Director, and within such time as may be specified by the Director, the following:

- (a) maps showing coverage for the areas in which Required Services are offered.
- (b) an up to date list of the locations of the base transceiver stations.
- (c) an up to date list of the addresses of the customer terminals.
- (d) an adequate number of test numbers.
- (e) such other information as may be required by the Director, from time to time.

**3. Frequency Efficiency**

The frequency efficiency of the FWPMA network shall be not less than 1.1bps/Hz.

**4. Customer Service**

- 4.1. The Licensee shall ensure that customers in receipt of the Required Services are provided with the same level of customer service as is provided to customers of the Licensee's wired access network. Such customer service in respect of the Required Services shall include guarantees relating to installation times, fault repair times, grade of service and service availability.

**5. Non-Ionising Radiation:**

The Licensee shall ensure that non-ionising radiation emissions from each radio installation associated with the Licensee's FWPMA network are within the limits specified by the guidelines published by the International Commission for Non-Ionising Radiation Protection ("ICNIRP") or its successors, as specified from time to time by the Director. For the purposes of this provision, successors may include any standards of the European Committee for Electrotechnical Standards or any standards specified by the European Union.

**Second Schedule**

**Part III: Coverage and Roll-Out Targets**

- 1 At minimum, the Licensee shall provide Coverage and service roll-out of the FWPMA Network in accordance with the schedule in Table 1. The Population centres with less than 30,000 inhabitants shall be chosen from amongst the towns listed in this table.

**Table 1: Coverage and Roll-out Targets**

<b>End Year<sup>1</sup></b>	<b>No. of Counties Covered</b>	<b>Coverage of Population Centres with &lt;30,000 Inhabitants</b>	<b>Other Coverage areas</b>	<b>Total Coverage<sup>2</sup> (% at end year)</b>
1	9	9	Greater Dublin Area Cork County Borough	25
2	16	15	Limerick County	50
3	18	17	Borough Galway County Borough	50
4	18	17		50
5	18	17		50
6	18	17		50
7	18	17		50
8	18	17		50
9	18	17		50
10	18	17		50
<b>Towns of less than 30,000 inhabitants:</b> Bandon, Carrigaline, Middleton, Fermoy, Youghal, Mallow, Cavan, Carlow, Buncrana, Tuam, Kildare, Naas, Dingle, Killorglin, Tralee, Longford, Portlaoise, Navan, Ceanannus, Westport, Tullamore, Clonmel, Arklow, Sligo, Castlebar, Wexford, Athlone, Dundalk and Letterkenny.				

<sup>1</sup> End year 1 shall mean 16 months from the Designated Commencement Date, with each end year thereafter increasing in 12 monthly increments up to end year 9. End year 10 shall mean 120 months from the Designated Commencement Date.

<sup>2</sup> Assessment of compliance by the Director with the Coverage specified in Table 1 shall be made using a typical customer antenna and a typical customer receiver (as included in a standard subscription) at 7 metres above ground level or by other means as specified by the Director from time to time.

- 2 The total percentage coverage specified in Table 1 is calculated as the proportion of the total area covered by the Licensee to the total area of the towns listed in Table 2.

**Table 2: Area of Towns**

<b>Town</b>	<b>Area (sq. km)</b>
Greater Dublin Area	178
Cork County Borough	25
Limerick County Borough	15
Galway County Borough	13
Waterford County Borough	12
Dundalk	9.5
Bray	4.5
Drogheda	7
Swords	3.5
Tralee	5
Kilkenny	7
Sligo	6
Ennis	5.5
Clonmel	7
Wexford	6.5
Athlone	3.5
Carlow	3.5
Naas	3
Malahide	2.5
Leixlip	2.5
Droichead Nua	3.5
Navan (An Uaimh)	3
Mullingar	3.5
Celbridge	3
Killarney	2.5
Letterkenny	4
Greystones	2.5
Tullamore	4
<b>Total Area</b>	<b>345.5</b>

3

- 3.1 The Licensee shall only develop new sites for the purposes of installing antennas where no suitable existing sites are in the ownership of the Licensee or are reasonably available to the Licensee from other organisations on a commercial basis.
- 3.2 Notwithstanding paragraph 3.1, the Licensee shall ensure that not more than five of the total number of antenna sites in year 10 are greenfield sites acquired and developed by the Licensee for the purposes of installing antennas for the provision of the Required Services.

#### **4 Modifications**

The Director, following a request from the Licensee and where the Director considers it appropriate to do so, may modify the obligations contained in this Part III.

***Second Schedule***

***Part IV: Level of Tariffs***

1. Tariffs for the Required Services shall be set at the same level and on the same terms and conditions as similar services offered by the Licensee over the Licensee's wired access network.

***Second Schedule***

***Part V: Performance Guarantees***

**1. Launch and Roll-out Guarantees**

In the event that the Licensee fails to meet the performance targets specified in Table 1 below, the amounts guaranteed, as shown in Table 1, will become and be payable on demand to the Director. The performance targets specified in this Part V shall apply only for a period of 64 months from the Designated Commencement Date.

**Table 1: Performance Targets and Financial Guarantees (Launch Date and Roll-out)**

<b>Performance Target</b>	<b>Financial Guarantees</b>	<b>Maximum Financial Commitment</b>
<p><b>Launch Date: Within 5 months of the Designated Commencement Date:</b> 1 base Station available and capable of providing Required Services to customers</p>	£500,000 for non-compliance on promised date plus an additional £100,000 per month for non-compliance thereafter up to a maximum of £1m.	£1 million
<p><b>Roll-out:</b></p> <p>1. 4 counties with at least 1 base station installed in each county and capable of providing Required Services within 5 months of the Launch Date</p> <p>2. 9 Counties with at least 1 base station installed in each county and capable of providing Required Services within 11 months of the Launch Date</p> <p>3. 16 counties with at least 1 base station installed in each county and capable of providing Required Services within 23 months of the Launch Date</p> <p>4. 18 counties with at least 1 base station installed in each county and capable of providing Required Services within 35 months of the Launch Date</p>	<p>£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.</p> <p>£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.</p> <p>£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.</p> <p>£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.</p>	<p>£250,000</p> <p>£250,000</p> <p>£250,000</p> <p>£250,000</p>

<b>Coverage of Population Centres with fewer than 30,000 inhabitants:</b>		
1. 4 population centres with at least 1 base station installed in each population centre and capable of providing Required Services within 5 months of the Launch Date	£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.	£250,000
2. 9 population centres with at least 1 base station installed in each population centre and capable of providing Required Services within 11 months of the Launch Date	£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.	£250,000
3. 15 population centres with at least 1 base station installed in each population centre and capable of providing Required Services within 23 months of the Launch Date	£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.	£250,000
4. 17 population centres with at least 1 base station installed in each population centre and capable of providing Required Services within 35 months of the Launch Date	£50,000 for non-compliance on promised date plus an additional £50,000 per month not in compliance up to a maximum of 4 months thereafter.	£250,000

**2. Service Guarantees**

In the event that the Licensee fails to meet the performance targets specified in Table 2 below, the amounts guaranteed (whether contained in Table 2 or in the Customer Charter of the Licensee or in Service Level Agreements offered by the Licensee) will become and be payable on demand to the Director, or customer, as appropriate. The financial guarantee payable to the Director specified in this Part V shall apply only for a period of 64 months from the Designated Commencement Date

**Table 2: Performance Targets and Financial Guarantees (Service Guarantees)**

<b>Performance Target</b>	<b>Financial Guarantees</b>	<b>Maximum Financial Commitment</b>
<p><b>Speed of Installation</b></p> <p>All orders installed as per Customer Charter for wired network.</p>	<p>Compensation payable to customer for missing this target as per Customer Charter or Service Level agreement.</p>	N/A
<p><b>Fault Clearance</b></p> <p>All faults cleared as per Customer Charter for wired network.</p>	<p>Compensation payable to customer for missing this target as per Customer Charter or Service Level agreement.</p>	N/A
<p><b>System Availability (from CPE to FWPMA base station measured on a monthly basis)</b></p> <p>99.98%</p>	<p>£100,000 per month up to a maximum of 20 months for each month where the average system availability in that month is less than that specified.</p>	£ 2 million

**3. Tariff Guarantee:**

Customers in receipt of Required Services will be charged the same tariff by the Licensee as if their service was delivered by the Licensee over the Licensee’s conventional wired network. In the event that the Licensee fails to meet this performance target, £200,000 will be payable to the Director in the case of any single deviation, up to a maximum of five deviations (total commitment = £ 1 million).

**4. Reporting Procedures.**

The Licensee shall, before commencement of the Required Services, put in place a set of procedures to measure and monitor compliance with the performance targets set out above. These procedures shall include the reporting procedures to the Director and shall be in such form as may be agreed by the Director or as may be specified by the Director from time to time.