

Chorus Communication Ltd. (FWPMA Narrowband Licence)

**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;

**“Geographical Coverage”** means the proportion of the total land mass of the State covered by the Licensee.

**“System Availability”** means the availability of the FWPMA Network from the CPE to the FWPMA base station including the CPE and 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*

1.1 The following services are deemed to be Required Services for the purposes of Condition 28.1 and shall be provided by the Licensee within 10 months of the Designated Commencement Date.

- **PSTN Dial- Up** ( voice telephony services or data services up to 56 kbps)
- **ISDN Basic Rate**
- **'On line'Internet access**<sup>1</sup>
- **High speed Internet access** (up to 8.9Mbps)
- **Intranet**
- **Access to On-screen Interactive Services by Internet**, and return path for digital TV. These service will include home shopping services, banking services, educational services, weather services, and sports services.
- **Internet Security** (including firewalls and other security services for Internet and Intranet services)

#### **For Residential Customers**

- **Voice Telephony** (via POTS or ISDN), which shall include the following features:
  - Full PSTN access
  - Wireline quality speech
  - Facsimile support
  - Directory Enquiries
  - Operator Services and Emergency Services
  - Number Portability
  - Per second billing
  - Discounted mobile calls
  - Enhanced Services
    - Three way calling, call forwarding, call waiting
    - Voicemail and unified messaging
    - Email and GSM SMS services
    - Fixed/Mobile convergence

---

<sup>1</sup> With no time-related charges, subject to a cap which shall not be less than three times the average monthly internet usage level.

- **Internet Services**, which shall include the following features:
  - Multiple access mechanisms
    - PSTN (standard dial-up to 56 kbps)
    - ISDN (64kbps or 128kbps)
    - ‘On-line’ Internet access
    - High Speed Internet Access
    - Digital TV Set Top Box
  - Multiple e-mail addresses
  - 5Mb web space
  - Web Browser
  - Newsgroups
  - Authoring tool
  - Full technical support
  - Access to the global e-commerce service

**For business customers**

- **Voice Telephony** (via POTS or ISDN), which shall include the following features:
  - Full PSTN access
  - Wireline quality speech
  - Facsimile support
  - Directory Enquiries
  - Operator Services and Emergency Services
  - Number Portability
  - Per second billing
  - Centrex service
  - Virtual Private Network
  - Discounted mobile calls
  - Centrex service
  - VPN network
  - Enhanced Services
    - Three way calling, call forwarding, call waiting
    - Voicemail and unified messaging
    - Email and GSM SMS services
    - Fixed/Mobile convergence
- **Internet Services**, which shall include the following features:
  - Multiple access mechanisms
    - PSTN (standard dial-up to 56 kbps)
    - ISDN (64kbps or 128kbps)
    - ‘On-line’ Internet access
    - High Speed Internet Access
    - Digital TV Set Top Box

- e-mail addresses for all staff of a customer
- 20Mb web space
- Fixed access and subscription fees, independent of usage
- Domain name
- Website development and hosting
- Web farm and managed network services
- Web Browser
- Newsgroups
- Authoring tool
- Full technical support
- Access to the global e-commerce service

1.2 The Licensee shall offer the above services individually and as a combination of voice telephony and Internet services. All Subscribers to such combined services shall receive:

- Discounted mobile services with follow-me capability
- Discounted Digital TV subscription
- Free ISP subscription and discounted usage charges

In addition, business subscribers shall receive:

- Multimedia catalogue services to display products on the Internet
- Multimedia media listings
- Digital TV advertising service
- Electronic order processing and fulfilment software
- Electronic payment processing

- 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**

#### **1 Availability**

- 1.1 The Licensee shall ensure a System Availability of not less than 99.988% in the 3.4 to 3.6 GHz frequency band and not less than 99.994% in the 2.0 to 2.3 GHz frequency band.
- 1.2 The Licensee shall establish and maintain a network log (the 'log') for both frequency bands 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 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 the Director may request from time to time.

### **3 Grade of Service**

- 3.1 The grade of service provided by the Licensee shall not exceed the failure rate limits specified below. The grade of service specified shall be based on an average taken over the complete FWPMA Network for the busiest hour.

Access network: 0.05%

Interconnection: 0.005% or in the event of a failure at the tertiary node: 0.3%

- 3.2 The Licensee shall provide to the Director, on request, such grade of service measurement information as the Director considers necessary to determine performance against mandatory service standards as specified to the Licensee.

### **4 Equipment Standards**

- 4.1 The FWPMA radio equipment used by the Licensee shall, at minimum, comply with the following CDMA ETSI equipment standards:

EN 301 124: Transmission and Multiplexing (TM) Digital Radio Relay Systems (DRRS) Direct Sequence Code Division Multiple Access (DS CDMA) Point to Multipoint DRRS in frequency band in the range 3 GHz to 11 GHz.

- 4.2 The standards in this section shall apply unless and until alternative standards are notified to the Director by the Licensee and agreed by the Director.

### **5 Customer Charter**

- 5.1 Before the commencement of the Required Services, the Licensee shall implement an appropriate Customer Charter. The Customer Charter shall be agreed by the Director and the Director may from time to time issue Directions to the Licensee specifying any modifications or additions that she considers should be made to the Customer Charter.

- 5.2 The Customer Charter shall, at minimum, address the following:

- Network Integrity
- Sales Integrity
- Customer Installation
- Fault Servicing
- Billing and payment Processing
- Complaint Processing
- Call handling
- Performance monitoring and measurement;
- Service Level Agreements for each customer;

- 5.3 The customer Charter shall Include the Licensee's Price Promise to guarantee its customers a saving over eircom prices or to refund the difference.
- 5.4 The Licensee shall establish at least one centre (a "customer service centre") to which access by telephone is provided to customers and members of the public at all times. The customer service centre shall, at minimum, make available at all times a facility to receive reports in relation to difficulty in the use of the Required Services of a fault or breakdown in the provision of the Required Services.

## **6 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" means any relevant standards of the European Committee for Electrotechnical Standards or any relevant 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 to the listed towns in accordance with the schedule in Table 1.
- 2 The Licensee may, at its discretion, deviate from the requirements in Table 1 provided that the total additional area to be covered by the end of each year is achieved.

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

<b>LEINSTER</b>	<b>Coverage<sup>2</sup> Roll-out (Square km)</b>			
	End year <sup>3</sup> 1	End year 2	End year 3	Start year 4 to end year 10
Carlow County	0	597	897	897
Dublin	465	870	900	900
Kildare County	1095	1695	1695	1695
Kilkenny County	0	300	975	975
Laoighis County	300	900	900	900
Longford County	0	300	300	600
Louth County	828	828	828	828
Meath County	1500	2342	2342	2342
Offaly County	975	1875	1875	1875
Westmeath County	975	975	975	975
Wexford County	0	1650	1950	1950
Wicklow County	1129	2029	2029	2029
<b>MUNSTER</b>				
Clare County	1275	1575	1575	1575
Cork	0	4670	6265	6265
Kerry County	0	1650	2550	2550
Limerick	1660	1671	1671	1671
Tipperary	2175	2775	2775	2775
Waterford	0	995	1016	1016

<sup>2</sup> Assessment of compliance by the Director with the coverage will 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.

<sup>3</sup> End year 1 shall mean 12 months from the Designated Commencement Date, with each end year thereafter increasing in 12 monthly increments up to 120 months from the Designated Commencement Date by end year 10.

<b>CONNAUGHT</b>				
Galway	0	931	1251	1251
Leitrim County	0	0	300	600
Mayo County	0	0	1200	1200
Roscommon County	0	1275	1275	1275
Sligo County	0	0	300	500
<b>ULSTER</b>				
Cavan County	0	675	1275	1275
Donegal County	0	0	900	2100
Monaghan County	0	0	1295	1295
Total Coverage (Km <sup>2</sup> )	12377	30578	39314	41114
% of total geographical coverage	17.6%	43.5%	55.9%	58.5%

3. The Licensee shall ensure that the number of operational antenna sites shall, on or before each date specified in Table 2, be not less than the number specified in that Table in respect of that date.
4. The Licensee shall only develop new sites for the purposes of installing the antennas specified in Table 2 where no suitable sites are in the ownership of the Licensee or are reasonably available to the Licensee from other organisations.

**Table 2: Antenna Sites**

<b>End year<sup>4</sup></b>	<b>01</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Antenna sites</b>	77	153	196	210	210	210	210	210	210	210

## **5 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.

<sup>4</sup> End year 1 shall mean 12 months from the Designated Commencement Date, with each end year thereafter increasing in 12 monthly increments up to 120 months from the Designated Commencement Date by end year 10.

***Second Schedule***

**Part IV: Level of Tariffs**

1. Initial tariffs for the Required Services shall be, at least, 15% below *eircom* quoted prices for similar services.
2. Initial tariffs shall not exceed those specified for the services listed in the tables 1 to 6 below.
3. The tariffs specified:
  - are exclusive of vat;
  - include free Internet subscription and discounted usage.

**Table 1: Residential and SOHO<sup>5</sup> (Installation Charges and Monthly Charges)**

<b>Service Package</b>	<b>Installation</b>	<b>Monthly Charge</b>	<b>Inclusive Features</b>
1 line POTS	£30	£8	<ul style="list-style-type: none"> <li>◆ Full voice features</li> <li>◆ Free Internet subscription, discounted usage</li> <li>◆ Per second billing</li> </ul>
Additional Lines	£0	£4	
ISDN	£150	£20	<ul style="list-style-type: none"> <li>◆ Full voice features</li> <li>◆ Free Internet subscription, discounted usage</li> <li>◆ Per second billing</li> </ul>

**Table 2: Business Tariffs (Installation Charges and Monthly Charges)**

<b>Service Package</b>	<b>Installation</b>	<b>Monthly Charge</b>	<b>Inclusive Features</b>
1 line POTS	£40	£8	<ul style="list-style-type: none"> <li>◆ Full voice features</li> <li>◆ Free Internet subscription, discounted usage</li> <li>◆ Per second billing</li> <li>◆ Low minimum call charge</li> </ul>
Additional Lines	£40	£8*	
ISDN	£150	£20	<ul style="list-style-type: none"> <li>◆ Full voice features</li> <li>◆ Free Internet subscription, discounted usage</li> <li>◆ Per second billing</li> <li>◆ Lower minimum call charge</li> </ul>

---

<sup>5</sup> Small Office Home Office

\* Discounts apply on subscriptions of four lines and above

**Table 3: Voice Call Tariffs (pence per minute)**

<b>VOICE</b>	<b>Local</b>	<b>National</b>	<b>International (UK)</b>	<b>International (Other) - average</b>	<b>Mobiles in Eire</b>
Peak	2.56	6.40	12.16	19.20	14.90
Off-peak	0.51	4.48	10.88	16.64	9.70
Weekend	0.51	0.77	9.60	14.72	9.70

**Table 4: Internet Usage Tariffs (pence per minute)**

<b>INTERNET</b>	<b>PSTN Dial-up</b>	<b>ISDN Dial-up</b>
Peak	1.20	2.20
Off-peak	0.79	1.20
Weekend	0.79	1.20

**Table 5: ‘On-Line’ Internet Access Tariffs**

<b>Service Package</b>	<b>Installation</b>	<b>Monthly Charge</b>	<b>Inclusive Features</b>
‘On-Line’ Internet access	£30	£25	<ul style="list-style-type: none"> <li>◆ Full voice features</li> <li>◆ Free Internet subscription</li> <li>◆ ‘Always on’ unlimited Internet usage</li> <li>◆ 120 mins of bundled local/national calls (for calls to other subscribers of Licensee)<sup>6</sup></li> </ul>

**Note to Table 5:** Within five years of the Designated Commencement Date, the Licensee shall extend its bundled minutes scheme to include all national numbers, irrespective of the terminating network.

**Table 6: High Speed Internet Access Tariffs**

<b>Service Package</b>	<b>Installation</b>	<b>Monthly Charge</b>	<b>Inclusive Features</b>
High speed Internet access	£25 <sup>7</sup>	£35	<ul style="list-style-type: none"> <li>◆ Forward path (8.9Mbps, shared)</li> <li>◆ Free Internet subscription and discounted usage (with Licensee’s return path)</li> <li>◆ Dial-up or ISDN return</li> </ul>

<sup>6</sup> Excludes calls to other networks, mobile, international & premium rate

<sup>7</sup> Excludes cost of modem.

***Second Schedule***

**Part V: Performance Guarantees**

1. In the event that the Licensee fails to meet the performance targets specified in Table 1 below, the amounts guaranteed, as shown in the Table, will become and be payable on demand to the Director.

**Table 1: Performance Targets and Financial Guarantees**

<b>Performance Target</b>	<b>Financial Guarantees</b>	<b>Details</b>
<b>Launch date:</b> The Required Services <sup>8</sup> shall be available within 12 months of the Designated Commencement Date	£200,000	Where the performance target is not achieved, a single payment of £200,000 shall be payable to the Director.
<b>Roll-out:</b> The Required Services will be available* in 20 counties within 5 years of the Designated Commencement Date.	£50,000 per county	Where the performance target is not achieved, a payment of £50,000 for each county in which no services have been provided shall be payable to the Director.
<b>Maximum tariffs:</b> The Licensee's tariffs will, for a period of ten years from the Designated Commencement Date, be less than the average quarterly tariffs of <i>eircom</i> for a specified basket of services**.	£25,000 per quarter	Where the performance target is not achieved for any quarter over the specified period, a payment of £25,000 for each quarter will be payable to the Licensee's Customer base.

\* In this context, availability within a county is defined as the commercial operation of not less than one base station situated within that county.

\*\*Tariff comparison shall be based on the Licensee's quoted tariffs for the relevant services and *eircom*'s published tariffs. The basket of services shall comprise:

- line installation;
- line rental;
- Internet subscription;
- Internet usage charges.

---

<sup>8</sup> Excluding Required Services which fall under Second Schedule, Part I, Paragraph 2 of this Licence.



2. The Licensee shall, before commencement of the *Required Services*, put in place a programme to measure and monitor compliance with the performance targets set out in Table 1 above. The programme 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.
3. The Licensee shall not be deemed to be in breach of a performance target, where in the opinion of the Director, the Licensee has taken all reasonable and timely steps:
  - to obtain all necessary approvals from all applicable State Bodies but has not obtained such approvals by the relevant performance target date;
  - to seek regulatory approval for use of FWPMA equipment for the purpose of backhaul concentration of traffic but has not received such approval;
  - to retain the rights and obligations contained in this Part 5 to use FWPMA for the provision of Licensed Services.
4. Where the Licensee has not obtained the necessary approvals, the Licensee shall, on request, provide the Director with all relevant information that the Director may require to enable the Director to form a reasonable opinion. The Licensee shall also give its consent to the Director to enable the Director to seek any information from the relevant State Bodies, where, in the opinion of the Director, such information is required to allow the Director to reach a reasonable opinion.