

From: [newconnections](#)
To: [REDACTED]
Subject: RE: CDS2400832301 - Hell Fire Club, R115 Road, Montpelier Hill, Dubli EMAIL:0652468
Date: Monday 15 December 2025 13:50:04

CAUTION: [EXTERNAL EMAIL] Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear [REDACTED],

Thank you for your email.

The next stage of the process is for you to contact the Developer Scheduling team when you are ready to commence works on site.

When submitting a pre-start meeting request to the scheduling team you will be required to supply the Commencement Notice if you have not already done so. This is a non-commercial document located on the USB section of the Self-Lay Agreement. If this Self-Lay Agreement refers to a new phase of an ongoing multi-phased development, this may have already been supplied.

- **Email:** developerscheduling@water.ie
- **Telephone Number:** 0818 238 239
- Further Information can be found [here](#)

If you require anything further please do not hesitate to contact us.

Kind Regards,

[Connections and Developer Services](#)

Uisce Éireann

Bosca OP 860, Oifig Sheachadta na Cathrach Theas, Cathair Chorcaí, Éire

Uisce Éireann

PO Box 860, South City Delivery Office, Cork City, Ireland

T: 1800 278 278

Text to Voice/Voice to text:1800 378 378

www.water.ie

----- Original Message -----

From: [REDACTED] [REDACTED]@sdublincoco.ie>;
Received: Mon Dec 15 2025 13:28:18 GMT+0000 (Greenwich Mean Time)
To: newconnections <newconnections@water.ie>; New Connections Queue
newconnections@water.ie <newconnections@water.ie>;

Subject: RE: CDS2400832301 - Hell Fire Club, R115 Road, Montpelier Hill, Dubli EMAIL:0652468

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Hi there,

Can you please send me an acknowledgement of the payment in respect of the above application and confirm we have now entered an agreement with Uisce Eireann.

Thanks very much

██████████

From: newconnections <newconnections@water.ie>

Sent: Friday 14 November 2025 14:53

To: ██████████@sdublincoco.ie>

Subject: CDS2400832301 - Hell Fire Club, R115 Road, Montpelier Hill, Dubli EMAIL:0652468

CAUTION: [EXTERNAL EMAIL] Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear ██████████,

This email is to thank you and to confirm your signed counterpart (Acceptance Letter) for the above stated Connection application. Please note we have not received payment for this application. We will not be able to proceed with the below until this has been received.

As you have already informed us of the date you will have your site ready for connection please see the following information, relevant from that date.

The Road Opening Licence (ROL), which is normally required, will be applied for to the Local Authority's Roads Department by our Regional Contractor/Engineers. This licence is granted by the Local Authority Roads Department depending on the specific requirements of the connection. Therefore, the delivery of connection works can be impacted by the ROL application process. Please bear in mind that the granting of the ROL is under the direct authority of the Roads Dept. of the Local Authority.

Once this licence is granted, the Regional Contractor/Engineer can provisionally schedule your connection date, which can be on average 12 weeks from the date of the Road Opening Licence being granted. Please consider that Road Opening Licences can take on average 6 weeks to be granted.

When the necessary designs are completed and all approvals are in place, you will be contacted approximately 14 days prior to the commencement of works.

Note: In the event that a Conformance Cert is a condition of your connection agreement, the connection works cannot proceed until this is in place.

Should you have any queries on the above information, please do not hesitate to contact us.

Kind Regards,



nd Developer Services

Uisce Éireann

Bosca OP 860, Oifig Sheachadta na Cathrach Theas, Cathair Chorcaí, Éire

Uisce Éireann

PO Box 860, South City Delivery Office, Cork City, Ireland

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um Sheirbhísí Uisce 2007-2022, a bhfuil a bpríomh-ionad gnó ag Teach Colvill, 24-26 Sráid na Talbóide, BÁC 1.

Go raibh maith agat as d'aird a thabhairt.

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Thank you for your attention.

Is don duine amháin nó don eintiteas amháin ainmnithe ar an seoladh an fhaisnéis agus d'fhéadfadh ábhar faoi rún, faoi phribhléid nó ábhar atá íogair ó thaobh na tráchtála de a bheith mar chuid den fhaisnéis. Tá toirmeasc ar aon daoine nó aon eititis; nach dóibh siúd an fhaisnéis- aon athbhreithniú a dhéanamh, aon atarchur a dhéanamh nó aon athdháileadh a dhéanamh, nó aon úsáid eile a bhaint as an bhfaisnéis, nó aon ghníomh a bhraithfeadh ar an bhfaisnéis seo a dhéanamh agus d'fhéadfaí an dlí a sháru dá ndéanfaí sin. Séanann Uisce Éireann dliteanas as aon ghníomh agus as aon iarmhairt bunaithe ar úsáid neamhúdraithe na faisnéise seo. Séanann Uisce Éireann dliteanas maidir le seachadadh iomlán agus ceart na faisnéise sa chumarsáid seo agus séanann Uisce Éireann dliteanas maidir le haon mhoill a bhaineann leis an bhfaisnéis a fháil. Má tá an ríomh-phost seo faighte agat trí

dhearmad, déan teagmháil leis an seoltóir más é do thoil é agus scríos an t-ábhar ó gach aon ríomhaire. D'fhéadfadh ríomhphost a bheith so-ghabhálach i leith truaillithe, idircheaptha agus i leith leasuithe neamhúdraithe. Séanann Uisce Éireann aon fhreagracht as athruithe nó as idircheapadh a rinneadh ar an ríomhphost seo nó as aon dochar do chórais na bhfaighteoírí déanta ag an teachtaireacht seo nó ag a ceangaltáin tar éis a sheolta. Tabhair faoi deara go bhféadfadh monatóireacht a bheith á dhéanamh ar theachtairreachtaí chuig Uisce Éireann agus ó Uisce Éireann d'fhonn ár ngnó a chosaint agus chun a chinntiú go bhfuiltear ag teacht le beartais agus le caighdeáin Uisce Éireann. Is cuideachta gníomhaíochta ainmnithe é Uisce Éireann atá faoi theorainn scaireanna, a bunaíodh de bhun fhorálacha na n-Achtanna um Sheirbhísí Uisce 2007-2022, a bhfuil a bpríomh-ionad gnó ag Teach Colvill, 24-26 Sráid na Talbóide, BÁC 1.

Go raibh maith agat as d'aird a thabhairt.

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Thank you for your attention.

Is eolas faoi rún an t-eolas atá sa ríomhphost seo agus d'fhéadfadh go mbeadh sé faoi phribhléid ó thaobh an dlí de. Is don té ar seoladh chuige/chuici agus dósan/dise amháin an t-eolas. Ní ceadmhach do dhuine ar bith eile rochtain a bheith aige/aici ar an ríomhphost seo. Murar duit an ríomhphost seo tá nochtadh, cóipeáil, dáileadh ná aon ghníomh eile a dhéanamh nó aon ghníomh eile a fhágáil gan déanamh ar iontaoibh an

ríomhphoist seo toirmiscthe ort agus d'fhéadfadh siad sin a bheith neamhdhleathach. Má fuair tú an teachtaireacht leictreonach seo trí earráid téigh i dteagmháil, le do thoil, leis an té a sheol í nó le info@sdublincoco.ie. Glanadh an teachtaireacht seo le bogearraí frithvíreas.

The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. If you have received this electronic message in error, please notify the sender or info@sdublincoco.ie. This message has been swept by Anti-Virus software.

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Thank you for your attention.

South Dublin County Council
County Hall
Tallaght
Dublin

Uisce Éireann
Bosca OP 860
Oifig Sheachadta
na Cathrach Theas
Cathair Chorcaí

Uisce Éireann
PO Box 860
South City
Delivery Office
Cork City

www.water.ie

CONNECTION OFFER

[VERSION 0.5 February 2019]

To: South Dublin County Council
County Hall
Tallaght
Dublin
(the “Developer”)

For the attention of [REDACTED]

Our Ref: CDS2400832301
Self-Lay Connection Agreement – *Hell Fire Club, R115 Road, Montpelier Hill, Dublin*

Date: 22 September 2025

SUBJECT TO CONTRACT

Providing a connection between the:

Waterworks and Wastewater Works
(the “Network(s)”)

AND

The development located at *Hell Fire Club, R115 Road, Montpelier Hill, Dublin*
(the “Development”, as further described below)

Dear Sir/Madam,

Following receipt of your application for a connection of your Development to the Network(s) (the “**Connection Application**”, a copy of which is included in **Appendix 1**), Uisce Éireann is pleased to offer you (“**You**” or the “**Developer**”), a Connection between the Network(s) and the Development, subject to and in accordance with the conditions set out in this Connection Offer (the “**Connection Offer**”), the General Conditions for Self-Lay Connections (the “**General Conditions**”, copy attached in Appendix 2) and any Special Conditions pertaining to this connection (the “**Special Conditions**”, as may be attached in Appendix 3).

Stiúirtheoirí / Directors: Tony Keohane (Cathaoirleach / Chairman), Niall Gleeson (POF / CEO), Christopher Banks, Fred Barry, Gerard Britchfield, Liz Joyce, Patricia King, Eileen Maher, Cathy Mannion, Michael Walsh.

Oifig Chláraithe / Registered Office: Teach Colvill, 24-26 Sráid Thalhbóid, Baile Átha Cliath 1, D01 NP86 / Colvill House, 24-26 Talbot Street, Dublin, Ireland D01NP86

Is cuideachta ghníomhaíochta ainmnithe atá faoi theorainn scaireanna é Uisce Éireann / Uisce Éireann is a designated activity company, limited by shares. Cláraithe in Éirinn Uimh.: 530363 / Registered in Ireland No.: 530363.

(Please note that capitalised terms not otherwise defined within this Connection Offer shall have the meaning given to them in the General Conditions and/or Special Conditions as appropriate)

1. Connection Agreement

We enclose a Letter of Acceptance for your consideration.

We would encourage You to read the entirety of this Connection Offer including the appendices hereto and, in particular, the General Conditions and the Special Conditions. If You are satisfied with these and wish to proceed, please:

- a) arrange for the Letter of Acceptance, duly executed by You, to be returned to **Uisce Éireann, PO Box 860, South City Delivery Office, Cork City** marked for the attention of Dermot Phelan, *Connections Delivery Manager*;
- b) arrange for payment of the Connection Charge in accordance with section 3(a) below;
- c) provide confirmation that the Self-Lay Surety or security required by the Local Authority (the "**Relevant Local Authority Security**") has been put in place (and provide a copy of any relevant bond/confirmation of lodgement of funds)(per 3(b) below) and provide any Required Security (per 3(c) below);
- d) provide confirmation that any Required Security, as specified in Appendix 8 hereto, has been put in place.

You and Uisce Éireann acknowledge that there shall be no intention to create any legally binding contract between You and Uisce Éireann unless and until You have complied with the steps outlined at 1 (a) – (d) above. If, in the opinion of Uisce Éireann, You have not fully complied with any of the steps outlined at 1 (a) – (d) above, no legally binding contract shall come into force between You and Uisce Éireann.

Once You have fully complied with the steps outlined at 1 (a) – (d) above, the Connection Agreement shall become legally binding on You and Uisce Éireann (to the extent that any of the steps outlined at 1 (a) – (d) occur on different days, the Connection Agreement shall commence on the last date on which all the steps have been fully complied with).

The **Connection Agreement** is comprised of this Connection Offer, the General Conditions, the Special Conditions and the remaining appendices hereto. In the event and to the extent that any conflict or inconsistency arises as between these documents, the following order of precedence shall apply:

- i. Special Conditions
- ii. General Conditions for Self-Lay Connections
- iii. Connection Offer (and the remaining appendices hereto).

Uisce Éireann's decision to make a Connection Offer to You is made in reliance on the information contained in and submitted with the Connection Application. If the information supplied is incorrect or found to be materially inaccurate in any way, Uisce Éireann reserves the right to apply additional Connection Charges, to impose additional contract terms and/or take any steps in accordance with the General Conditions.

This Connection Offer is based on a high-level desk top analysis carried out by Uisce Éireann on the feasibility of a connection for your Development. Once the Connection Offer has been accepted by You, Uisce Éireann will begin a detailed design for the Tie-In Works. If during the process of detailed design Uisce Éireann, at its discretion, forms the opinion (acting reasonably) that either:

Uisce Éireann

- A. a connection to your Development is not feasible or practicable or safe to complete; or
- B. a connection to your Development would involve the expenditure by Uisce Éireann of monies in excess of that provided for by way of the Connection Charge, or:
- C. the Requisite Consents to facilitate connection of the Development cannot be obtained;

then the Connection Agreement may be terminated by Uisce Éireann by way of written notice to the Developer.

The Connection Agreement shall constitute the entire agreement between You and Uisce Éireann.

Any reference in this Connection Offer to an Appendix is to an appendix to this Connection Offer.

The relevant Local Authority referred to in the General Conditions is: xxxxx

2. Validity of Connection Offer

You have 90 days from the date of this Connection Offer to comply with the steps outlined at 1 (a) – (d) above in order to validly accept this Connection Offer. Thereafter, the Connection Offer shall lapse unless otherwise agreed in writing by Uisce Éireann.

3. Connection Charge & Required Security

(a) Connection Charge

The Connection Charge is €90,363.00 (ninety thousand three hundred sixty-three euro Only) (the “**Connection Charge**”); a breakdown of the Connection Charge is set out in Appendix 4.

Payment of the Connection Charge can be made by:

- a. Cheque, made payable to “Uisce Éireann” or
- b. Money Transfer, by EFT to the following bank account:

Allied Irish Bank, 40/41 Westmoreland Street, Dublin 2, Ireland

Account Name	BIC	IBAN
IW AR-EFT	AIBKIE2D	IE29 AIBK 9333 8464 3085 94

Please note that You must quote the Uisce Éireann reference number specified above in any communications and when making payment (*see ‘Our Reference’ on the first page of this letter*). The Connection Charge will only be deemed paid when funds have cleared in Uisce Éireann’s bank account.

(b) Self-Lay Surety/Relevant Local Authority Security

In addition to the Connection Charge, You will also be obliged to provide Uisce Éireann with:

- a Self-Lay Surety in the amount of €804,644.00 (eight hundred four thousand

six hundred forty-four euro only) (the “**Self-Lay Surety**”); a breakdown of the Self-Lay Surety is set out in Appendix 4; or

- confirmation that the security required by the Local Authority (the “**Relevant Local Authority Security**”) has been put in place (and provide a copy of any relevant bond/confirmation of lodgement of funds)

(c) **Required Security**

The Developer is required to provide additional security for those elements of the Connection Works being completed by it in the amount of €16,331.00 (sixteen thousand three hundred thirty-one Euro).

The Self-Lay Surety and/or the Required Security can be made in the form of a cash bond or, alternatively, in any of the forms outlined in Uisce Éireann’s Financial Security Policy (available at www.water.ie/connections). Please refer to General Conditions 10 & 11 for further information in respect of the Self-Lay Surety and/or Required Security.

4. Queries

If You have any queries in relation to the payment of the Connection Charge/Self-Lay Surety/Required Security or otherwise, please contact Uisce Éireann Customer Service Department:

Telephone: LoCall 1890 278 278 or +353 1 707 2828

Email: newconnections@water.ie

Web: www.water.ie/contact-us

5. Disputes

Any dispute in respect of the terms of this Connection Offer (including in relation to the Connection Charge) may, upon your application, be determined by the Commission for Regulation of Utilities pursuant to Section 8A of the Water Services Act 2014 (as inserted by Section 23 of the Water Services Act 2017).

Once a legally binding Connection Agreement is entered into, all disputes in relation to your agreement with Uisce Éireann shall be resolved pursuant to General Condition 36.

6. Next Steps

Accept the Offer: Once You have complied with the steps outlined at 1 (a) – (d) above, You will receive a receipt of payment and Uisce Éireann or its agent will contact You in accordance with the General Conditions.

Obtain Requisite Consents and provide confirmation that the Requisite Consents for the Self-Lay Works and Connection Works (to the extent required) have been obtained to Uisce Éireann.

Submit Your Commencement Notice at least fourteen (14) days in advance of commencement of the Self-Lay Works – email developerscheduling@water.ie (see General Condition 11.3.1).

Arrange a Pre-Construction Site Meeting with Uisce Éireann – email developerscheduling@water.ie, giving at least ten (10) days' notice (see General Condition 11.3.2).

7. First Mover Scheme

Uisce Éireann's First Mover scheme is the mechanism by which Uisce Éireann seeks to apportion the costs of building eligible Network extensions across the developments connected through them. Further information on the First Mover scheme may be found at Sections 4.3 and 4.4 of the Water Charges Plan and Appendix 3 Part 7 of this Connection Offer.

Developers impacted by First Mover Disadvantage may qualify for a Shared Quotable Rebate (SQR) when subsequent developments are connected through a First Mover Asset constructed by a First Mover Developer.

Subsequent Mover Developers connecting through the First Mover Asset will be charged a Shared Network Infrastructure Charge (SNIC) to fund the SQR.

If you are eligible and wish to opt into the First Mover scheme as per General Condition 10.2 , please check the relevant box in your Letter of Acceptance.

8. Unauthorised Connections / Tie-In to the Uisce Éireann Network(s)

Uisce Éireann will complete the Tie-In(s) between the Connection Facilities and the Uisce Éireann Network(s). Only Uisce Éireann or its authorised agents are permitted to complete the Tie-In(s) to the Network(s).

Any Tie-In(s) to the Network(s) outside the terms of this Connection Offer will be regarded as unauthorised. Uisce Éireann will take action in respect of any unauthorised connections in accordance with Uisce Éireann's Disconnection and Reconnection Policy.

We look forward to hearing from You.

Yours sincerely,





Connection Delivery Manager

For and on behalf of Uisce Éireann

Letter of Acceptance (This copy to be returned to Uisce Éireann duly completed)

To: Uisce Éireann
Connections and Developer Services
PO Box 860
South City Delivery Office
Cork City

I/We refer to the Connection Offer dated 22/09/2025 I/We confirm that I/we have read and understood the Connection Offer and the Appendices attached to the Connection Offer comprising the following:

- Appendix 1 Connection Application
- Appendix 2 General Conditions for Self-Lay Connection
- Appendix 3 Special Conditions
- Appendix 4 Connection Charge Summary
- Appendix 5 Specification(s) – Part 1A [Self-Lay Works]
Part 1B [Connection Works]
Part 2 [Arterial Pipes]
- Appendix 6 Codes of Practice and Standard Details
- Appendix 7 Forms of Deed of Grant
- Appendix 8 Required Security (as applicable)
- Appendix 9 Quality Assurance Regime
- Appendix 10 Register of Premises Serviced
- Appendix 11 Public Relations & Nuisance
- Appendix 12 Forms of Collateral Agreement

Note: The documentation contained in **Appendix 6** and **Appendix 9** are included in the Memory Stick accompanying the Connection Offer. By accepting this letter, the Developer acknowledges and agrees that he/she has accessed the said Memory Stick and read and understood the contents thereof and that he/she acknowledges that these documents form part of the Connection Offer.

I/We also confirm that I/we will complete the Register of Premises Serviced (contained in **Appendix 10**) and provide it to Uisce Éireann at the required intervals.

I/We acknowledge that the Connection Agreement is formed by acceptance of the Connection Offer, which consists of the documents set out above, and I/we accept Uisce Éireann's Connection Offer for connection to the Network(s) specified in the Connection Offer on the terms and conditions set out therein.

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 22/09/2025 and all documents forming part of the Connection Agreement.

I/we further understand and acknowledge that there shall be no intention to create any legally binding contract between me/us and Uisce Éireann unless and until I/we have:

- a) completed and returned this Letter of Acceptance;
- b) paid the Connection Charge;
- c) provided the required Self-Lay Surety/Required Security/confirmation that the Relevant Local Authority Security has been put in place (and provided a copy of any relevant bond/confirmation of lodgement of funds). The Self-Lay Surety/Required Security can be made in the form of a cash bond or, alternatively, in any of the forms outlined in Uisce Éireann's Financial Security Policy (available at www.water.ie/connections);
- d) provided confirmation any Required Security, as specified in Appendix 8 of the Connection Offer, has been put in place.

I/we have made payment via:

- Electronic Funds Transfer EFT
- Cheque

I/we have completed any ancillary documents required under the Uisce Éireann Financial Security Policy in connection with the Self-Lay Surety/Required Security

Developer Name: South Dublin County Council
Developer Address: SDCC, County Hall, Tallaght, Dublin

Developer Reference: CDS2400832301

Developer Site Address: Hell Fire Club, R115 Road, Montpelier Hill, Dublin

First Mover Scheme

I/we wish to participate in the First Mover scheme. I/we understand and acknowledge that I/we will be obliged to comply with the terms of the First Mover scheme, in particular those set out in GC10.2 (provision of First Mover Financial Information) and acknowledge Uisce Éireann's requirement to hold certain information under this Connection Agreement for the purposes of administering the First Mover scheme in accordance with GC28.1.

First Mover opt-in:

Letter of Acceptance (This Copy to be retained by You)

To: Uisce Éireann
Connections and Developer Services
PO Box 860
South City Delivery Office
Cork City

I/We refer to the Connection Offer dated 22/09/2025 I/We confirm that I/we have read and understood the Connection Offer and the Appendices attached to the Connection Offer comprising the following:

- Appendix 1 Connection Application
- Appendix 2 General Conditions for Self-Lay Connection
- Appendix 3 Special Conditions
- Appendix 4 Connection Charge Summary
- Appendix 5 Specification(s) – Part 1A [Self-Lay Works]
Part 1B [Connection Works]
Part 2 [Arterial Pipes]
- Appendix 6 Codes of Practice and Standard Details
- Appendix 7 Forms of Deed of Grant
- Appendix 8 Required Security (as applicable)
- Appendix 9 Quality Assurance Regime
- Appendix 10 Register of Premises Serviced
- Appendix 11 Public Relations & Nuisance
- Appendix 12 Forms of Collateral Agreement

Note: The documentation contained in **Appendix 6** and **Appendix 9** are included in the Memory Stick accompanying the Connection Offer. By accepting this letter, the Developer acknowledges and agrees that he/she has accessed the said Memory Stick and read and understood the contents thereof and that he/she acknowledges that these documents form part of the Connection Offer.

I/We also confirm that I/we will complete the Register of Premises Serviced (contained in **Appendix 10**) during the course of the contract.

I/We acknowledge that the Connection Agreement is formed by acceptance of the Connection Offer, which consists of the documents set out above, and I/we accept Uisce Éireann's Connection Offer for connection to the Network(s) specified in the Connection Offer on the terms and conditions set out therein.

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 22/09/2025 and all documents forming part of the Connection Agreement.

I/we further understand and acknowledge that there shall be no intention to create any legally binding contract between me/us and Uisce Éireann unless and until I/we have:

- a) completed and returned this Letter of Acceptance;
- b) paid the Connection Charge;
- c) provided the required Self-Lay Surety/Required Security/confirmation that the Relevant Local Authority Security has been put in place (and provided a copy of any relevant bond/confirmation of lodgement of funds). The Self-Lay Surety/Required Security can be made in the form of a cash bond or, alternatively, in any of the forms outlined in Uisce Éireann's Financial Security Policy (available at www.water.ie/connections);
- d) provided confirmation any Required Security, as specified in Appendix 8 of the Connection Offer, has been put in place.

I/we have made payment via:

Electronic Funds Transfer EFT

Cheque

I/we have completed any ancillary documents required under the Uisce Éireann Financial Security Policy in connection with the Self-Lay Surety/Required Security

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Developer Address: SDCC, County Hall, Tallaght, Dublin

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First Mover Scheme

I/we wish to participate in the First Mover scheme. I/we understand and acknowledge that I/we will be obliged to comply with the terms of the First Mover scheme, in particular those set out in GC10.2 (provision of First Mover Financial Information) and acknowledge Uisce Éireann's requirement to hold certain information under this Connection Agreement for the purposes of administering the First Mover scheme in accordance with GC28.1.

First Mover opt-in:

From time to time, Uisce Éireann may wish to contact you in relation to other products or services or promotions which may be of interest to you. If you would like to receive these communications from Uisce Éireann, please select one or more of the options below:

Email SMS Mobile phone

Developer's signature: _____

For and on behalf of: _____

Print full name of Developer in BLOCK letters: _____

Date: _____

Appendices to Connection Offer:

- Appendix 1 Connection Application
- Appendix 2 General Conditions for Self-Lay Connection
- Appendix 3 Special Conditions
- Appendix 4 Connection Charge Summary
- Appendix 5 Specification(s) – Part 1A [Self-Lay Works]
Part 1B [Connection Works]
Part 2 [Arterial Pipes]
- Appendix 6 Codes of Practice and Standard Details
- Appendix 7 Forms of Deed of Grant
- Appendix 8 Required Security (as applicable)
- Appendix 9 Quality Assurance Regime
- Appendix 10 Register of Premises Serviced
- Appendix 11 Public Relations & Nuisance
- Appendix 12 Forms of Collateral Agreement

Appendix 1
Connection Application

Application form

Single business water and/or wastewater connection



This form should be completed by a person or organisation who wishes to apply to Uisce Éireann for a water and/or wastewater connection to be used for agriculture, horticulture, any trade, industry or business, or any purpose other than domestic.

This form is only to be used for a **single business premise/connection**. If the application is for more than one unit please complete the Multi/Mixed Use Development Application form. If completing this form by hand, please use BLOCK CAPITALS and black ink. Please note that this is a digital PDF form and can be filled in electronically.

For **agricultural water connections**, please complete the following fields: Section A, Section D (questions 16-18) and Section E (questions 27-29).

Please refer to the **Guide to completing the application form** on page 15 of this document when completing the form.

*** Denotes mandatory/ required field. Please note, if mandatory fields are not completed the application will be returned.**

Section A | Applicant details

1 **PCE Reference Number (if applicable):**

2 ***Applicant details:**

Registered company name (if applicable):

Trading name (if applicable):

Company registration number (if applicable):

Parent company registered company name (if applicable):

Parent company registration number (if applicable):

If you are not a registered company/business, please provide the applicant's name:

*Contact name:

*Postal address:

*Eircode:

Please provide either a landline or a mobile number

Landline:

*Mobile:

*Email:

Section D | Water connection and demand details

- 16 ***Is there an existing connection to public water mains at the site?** Yes No
- 16.1 If yes, is this application for an additional connection to one already installed? Yes No
- 16.2 If yes, is this application to increase the size of an existing water connection? Yes No
- 16.3 Please indicate pre-development water demand (if applicable):

Pre-development peak hour water demand	N/A	l/s
Pre-development average hour water demand	N/A	l/s

Pre-development refers to brownfield sites only. Please include calculations on the attached sheet provided.

- 17 ***Approximate date water connection is required:** / /

- 18 ***What diameter of water connection is required to service this development?** mm

Please note that the connection size provided may be used to determine the connection charge.

- 19 ***Please indicate business water demand (shops, offices, schools, hotels, restaurants, etc.):**

Post-development peak hour water demand	1.57	l/s
Post-development average hour water demand	031	l/s

Please include calculations on the attached sheet provided. Where there will be a daily/weekly/seasonal variation in the water demand profile, please provide all such details.

- 20 ***Please indicate the industrial water demand (industry-specific water requirements):**

Post-development peak hour water demand	N/A	l/s
Post-development average hour water demand	N/A	l/s

Please include calculations on the attached sheet provided. Where there will be a daily/weekly/seasonal variation in the water demand profile, please provide all such details.

- 21 **Please specify the Annual Quantity:** . m³/year

Note: The Annual Quantity is the volume of water supplied and/or wastewater collected over a 12 month period.

- 22 **What is the existing ground level at the property boundary at connection point (if known) above Malin Head Ordnance Datum?**

m

- 23 **What is the highest finished floor level of the proposed development above Malin Head Ordnance Datum?**

m

36 *Do you propose to pump the foul wastewater? Yes No ✓

If 'Yes', please include justification for your pumped solution with this application.

37 What is the existing ground level at the property boundary at connection point (if known) above Malin Head Ordnance Datum?

2 6 1 . 8 m

38 What is the lowest finished floor level on site above Malin Head Ordnance Datum?

3 0 0 . . m

39 What is the proposed invert level of the pipe exiting the property to the public road?

2 6 0 . 8 m

Section F | Supporting documentation

Please provide clear and legible versions of the following mandatory documents (all mandatory):

- > Site location map: A site location map to a scale of 1:1000, which clearly identifies the land or structure to which the application relates. The map shall include the following details: ✓
 - a) The scale shall be clearly indicated on the map.
 - b) The boundaries shall be delineated in red.
 - c) The site co-ordinates shall be marked on the site location map.
- > Site layout map(s) to a scale of 1:500 showing layout of proposed development, water network and wastewater network layouts, additional water/wastewater infrastructure if proposed, connection points to Uisce Éireann infrastructure. ✓
- > All design submissions as outlined in the Uisce Éireann Code of Practice for Water Infrastructure www.water.ie/watercodeofpractice and the Uisce Éireann Code of Practice for Wastewater Infrastructure www.water.ie/wastewatercodeofpractice, including the layout of all other services to be provided within the site (for example: gas, electricity, telecommunications). ✓
- > All design calculations as outlined in the Uisce Éireann Codes of Practice for Water Infrastructure and the Uisce Éireann Codes of Practice for Wastewater Infrastructure. ✓
- > Conceptual design of the connecting asset to the proposed development to the existing Uisce Éireann infrastructure including service conflicts, gradients, pipe sizes and invert levels. ✓
- > Any other information that would help Uisce Éireann assess this application. ✓

Calculations

Water demand

No. Of Person: 167

Consumption: 130L/Day/Person

Occupancy ratio: 1.25

Water Demand: 21710L/Day

Average Day/Peak Week Demand: 27137.50L/day

=0.31L/s

Peak Demand: 135687.5L/Day

= 1.57L/s

On site storage

N/A

Fire flow requirements

TBC

Foul wastewater discharge

Dry Weather Flow: 29851.25/day

=0.35L/s

Design Foul Flow: 165538.75L/Day

=1.92L/s

N/A

Table 1: Wastewater characteristic form

(Only to be filled out if a Trade Effluent Discharge to Sewer Licence is required).

Wastewater characteristic:	Prior to treatment	As discharged
Temperature (oC)		
pH		
Colour (degrees Hazen)		
BOD (mg/l)		
COD (mg/l)		
Suspended solids (mg/l)		
Settleable solids (mg/l)		
Dissolved solids (mg/l)		
Ammonia (as N) (mg/l)		
Nitrates (as N) (mg/l)		
Phosphorus (as P) (mg/l)		
Sulphates (as SO ₄) (mg/l)		
Chlorides (as Cl) (mg/l)		
Phenols (as C ₆ H ₅ OH) (mg/l)		
Detergents (as lauryl sulphate)		
Fats, oils and grease (mg/l)		
Metals (specify each) (mg/l)		
Organohalogen compounds (specify each)		
Organophosphorus compounds (specify each)		
Organotin compounds (specify each)		
Mineral oils or hydrocarbons of petroleum origin (mg/l)		
Other relevant characteristics		

Guide to completing the application form

This form should be completed by customers requiring a business water and/or wastewater connection to Uisce Éireann infrastructure.

The Uisce Éireann Codes of Practice are available at www.water.ie for reference.

Section A | Applicant details

- Question 1:** Please state the Pre-Connection Enquiry (PCE) reference number provided during the Pre-Connection Enquiry Phase if applicable.
- Question 2:** This question requires the applicant or company applying for a connection to identify themselves, their postal address, and to provide their contact details.
- Question 3:** If the applicant has employed a consulting engineer or an agent to manage the application on their behalf, the agent's address and contact details should be recorded here.
- Question 4:** Please indicate whether it is the applicant or the agent who should receive future correspondence in relation to the application.

Section B | Site details

- Question 5:** This is the address of the site requiring the water/wastewater service connection and for which this application is being made.
- Question 6:** Please provide the Irish Grid co-ordinates of the proposed site. Irish grid positions on maps are expressed in two dimensions as Eastings (E or X) and Northings (N or Y) relative to an origin. You will find these coordinates on your Ordnance Survey map which is required to be submitted with the application.
- Question 7:** Please identify the Local Authority that granted planning permission.
- Question 8:** Please provide the planning reference number granting planning approval for your proposed development.
- Question 9:** Please indicate if full planning permission has been granted. If "yes" enter the date it was granted.
- Question 10:** Please indicate if there is an existing premises, and where there is, please specify the current use of the premises, for example commercial or industrial business type. If greenfield, please state 'agricultural'. This will help us to determine the current water demand and wastewater discharge.
- Question 10.1:** Please specify the date that the development site was last occupied. Your answer will help us to determine the previous water usage/wastewater load of the development. If the site was previously greenfield, then this question does not need to be completed.
- Question 10.2:** Water Point Reference Number (WPRN) is a unique number assigned to every single water services connection in the country. The WPRN is prominently displayed on correspondence received from Uisce Éireann, and can be found on water bills, previous connection offers, or previous enquiries in relation to the site. Existing customers and brownfield sites should have a WPRN. New customers are not required to answer this question.
- Question 11:** Please provide details in relation to contaminated land on your site (if any); this will determine what pipe material will be appropriate in the vicinity of the contaminated ground.
- Question 12:** Please indicate if this development is affiliated with a government body/agency, and if so, specify.

Section C | Development details

- Question 13:** Please select the proposed industry/business use by ticking the appropriate box in the table provided. Only one option should be selected as this form is for a Single Business connection.
- If more than one unit is required, please complete the 'Multi/mixed use development' application form.

- Question 13.1:** If you have selected any of the “Food Processing”, “Industrial unit / Manufacturing”, “Sports Facility” or “Other” categories in the checklist, please provide here the specific details of your proposed business use. For example, the nature of the Food Processing business, the type of Sports Facilities or the specifics of your business if you have selected “Other”.
- Question 14:** Please indicate the approximate commencement date of works on the development.
- Question 15:** Please indicate the type of connection required by ticking the appropriate box and proceed to complete the appropriate section or sections. In the majority of cases, we would expect an application to be for both “Water” and “Wastewater” services. If only one service is applied for, please provide details of how the service not applied for will be fulfilled.

Section D | Water connection and demand details

- Question 16:** Please indicate if a water connection already exists for this site.
- Question 16.1:** Please indicate if this enquiry concerns an additional connection to one already installed on the site.
- Question 16.2:** Please indicate if you are proposing to upgrade the water connection to facilitate an increase in water demand. Uisce Éireann will determine what impact this will have on our infrastructure.
- Question 16.3:** If the site was previously in use, please provide details of the pre-development peak hour and average hour water demand.
- Question 17:** Please indicate the approximate date that the proposed connection to the water infrastructure will be required.
- Question 18:** Please indicate what diameter of water connection is required to service this development.
- Question 19:** If this connection application is for a business premises, please provide calculations for the water demand and include your calculations on the attached sheet provided. Business premises include shops, offices, hotels, schools, etc. Demand rates (peak and average) are site specific. Average demand is the total daily volume divided by a 24-hour time period and expressed in litres per second (l/s). The peak demand for sizing the pipe network will be as per the specific industry’s production requirements. For design purposes, please refer to the Uisce Éireann Codes of Practice for Water Infrastructure.
- Question 20:** If this connection application is for an industrial premises, please calculate the water demand and include your calculations on the attached sheet provided. Demand rates (peak and average) are site specific. Average demand is the total daily volume divided by a 24-hour time period and expressed in litres per second (l/s). The peak demand for sizing the pipe network will be as per the specific business production requirements. For design purposes, please refer to the Uisce Éireann Codes of Practice for Water Infrastructure.
- Question 21:** Please specify the Annual Quantity. An Annual Quantity (AQ) will be calculated once a year for every non-domestic metered connection. The AQ calculates the volume of water supplied and/or wastewater collected over a prior 12 month period. The AQ assigns each metered connection to a tariff class for the following tariff year and determines the corresponding tariffs which that connection will be charged. For example a metered connection with an AQ below 1,000m³ availing of water supply only services will be assigned to band 1.
- Question 22:** Please specify the ground level at the location where connection to the public water mains will be made. This is required in order to determine if there is sufficient pressure in the existing water infrastructure to serve your proposed development. Levels should be quoted in metres relative to Malin Head Ordnance Datum.
- Question 23:** Please specify the highest finished floor level on site. This is required in order to determine if there is sufficient pressure in the existing water infrastructure to serve your proposed development. Levels should be quoted in metres relative to Malin Head Ordnance Datum.
- Question 24:** If storage is required, water storage capacity of 24-hour water demand must usually be provided at the proposed site. In some cases, 24-hour storage capacity may not be required, for example 24-hour storage for a domestic house would be provided in an attic storage tank. Please calculate the 24-hour water storage requirements and include your calculations on the attached sheet provided. Please also confirm that on-site storage is being provided by ticking the appropriate box.

- Question 25:** The water supply system shall be designed and constructed to reliably convey the water flows that are required of the development including fire flow requirements by the Fire Authority. The Fire Authority will provide the requirement for fire flow rates that the water supply system will have to carry. Please note that while flows in excess of your required demand may be achieved in the Uisce Éireann network and could be utilised in the event of a fire, Uisce Éireann cannot guarantee a flow rate to meet your fire flow requirement. To guarantee a flow to meet the Fire Authority requirements, you should provide adequate fire storage capacity within your development. Please include your calculations on the attached sheet provided, and further provide confirmation of the Fire Authority requirements.
- Question 26:** Please identify proposed additional water supply sources, that is, do you intend to connect to the public water mains or the public mains and supplement from other sources. If supplementing public water supply with a supply from another source, please provide details as to how the Uisce Éireann potable water supply is to be protected from cross contamination at the premises.

Section E | Wastewater connection and discharge details

- Question 27:** Please indicate if a wastewater connection to a public sewer already exists for this site.
- Question 27.1:** Please indicate if this application is for an additional wastewater connection to one already installed.
- Question 27.2:** Please indicate if you are proposing to upgrade the wastewater connection to facilitate an increased discharge. Uisce Éireann will determine what impact this will have on our infrastructure.
- Question 27.3:** If the site was previously in use, please provide details of the pre-development peak and average wastewater discharge.
- Question 28:** Please specify the approximate date that the proposed connection to the wastewater infrastructure will be required.
- Question 29:** Please indicate what diameter of wastewater connection is required to service this development.
- Question 30:** If this connection application is for a business premises, please provide calculations for the wastewater and include your calculations on the attached sheet provided. Business premises include shops, offices, hotels, schools, etc. Discharge rates (peak and average) are site specific. Average discharge is the total daily volume divided by a 24-hour time period and expressed in litres per second (l/s). The peak discharge for sizing the pipe network will be as per the specific business production requirements. Please refer to the Uisce Éireann Codes of Practice for Wastewater Infrastructure.
- Question 31:** If this connection application is for an industrial premises, please calculate the wastewater and include your calculations on the attached sheet provided. Discharge rates (peak and average) are site specific. Average discharge is the total daily volume divided by a 24-hour time period and expressed in litres per second (l/s). The peak discharge for sizing the pipe network will be as per the specific industry's production requirements. Please refer to the Uisce Éireann Codes of Practice for Wastewater Infrastructure.
- Question 32:** Please specify the Annual Quantity. An Annual Quantity (AQ) will be calculated once a year for every non-domestic metered connection. The AQ calculates the volume of water supplied and/or wastewater collected over a prior 12 month period. The AQ assigns each metered connection to a tariff class for the following tariff year and determines the corresponding tariffs which that connection will be charged. For example a metered connection with an AQ below 1,000m³ availing of water supply only services will be assigned to band 1.
- Question 33:** Please specify the maximum and average concentrations and the maximum daily load of each of the wastewater characteristics listed in the wastewater organic load table, and also specify if any other significant concentrations are expected in the effluent. Please complete the table and provide additional supporting documentation if relevant. Note that the concentration shall be in mg/l and the load shall be in kg/day. Note that for business premises (shops, offices, schools, hotels, etc.) for which only domestic effluent will be discharged (excluding discharge from canteens/restaurants which would require a Trade Effluent Discharge to Sewer Licence), there is no need to complete this question.
- Question 34:** Where a Trade Effluent Discharge to Sewer Licence is required, it will need to be applied for separately - visit www.water.ie/tradeeffluent. Note however that a full suite of quality analysis of the proposed discharge should be provided as part of this application by filling out Table 1 above. If you do not need a Trade Effluent Discharge to Sewer Licence, please do not fill out this form.

- Question 35:** In exceptional circumstances, such as brownfield sites, where the only practical outlet for storm/surface water is to a combined sewer, Uisce Éireann will consider permitting a restricted attenuated flow to the combined sewer. Storm/surface water will only be accepted from brownfield sites that already have a storm/surface water connection to a combined sewer and the applicant must demonstrate how the storm/surface water flow from the proposed site is minimised using sustainable urban drainage system (SUDS). This type of connection will only be considered on a case by case basis. Please advise if the proposed development intends discharging surface water to the combined wastewater collection system.
- Question 36:** If the development needs to pump its wastewater discharge to gain access to the Uisce Éireann infrastructure, then please specify the pump flow rate, timings of discharge, and provide justification for the pumped solution.
- Question 37:** Please specify the ground level at the location where connection to the public sewer will be made. This is required in order to determine if the development can be connected to the public sewer via gravity discharge. Levels should be quoted in metres relative to Malin Head Ordnance Datum.
- Question 38:** Please specify the lowest floor level of the proposed development. This is required in order to determine if the development can be connected to the public sewer via gravity discharge. Levels should be quoted in metres relative to Malin Head Ordnance Datum.
- Question 39:** Please specify the proposed invert level of the pipe exiting the property to the public road.

Section F| Supporting documentation

Please provide additional information as listed.

Section G| Declaration

Please review the declaration, sign, and return the completed application form to Uisce Éireann by email or by post using the contact details provided in Section G.

N/A

N/A

N/A

Appendix 2

General Conditions for a Self-Lay Connection

UISCE ÉIREANN

**General Conditions for a Self-Lay Connection
(Version 0.2) (February 2019)**

**General Conditions for a Self-lay Connection
(the “General Conditions”)**

1. Definitions: In these General Conditions the following definitions apply:

“**Affiliate**” of a Person means any subsidiary or holding company (within the meaning given to such expressions by the Companies Act 2014) of such Person or any subsidiary of any such holding company;

“**Applicable Law**” means all Acts of the Oireachtas, statutory instruments, regulations, orders and other legislative provisions which in any way relate to the Connection Agreement, including the Water Services Acts, the Building Regulations, the Construction Regulations and any code or guidance as may be issued from time to time by any Regulator or relevant industry authority. Any reference to “Applicable Law” or any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;

“**Building Regulations**” mean the Building Control Acts 1990 to 2014 and all subordinate legislation and regulations made pursuant to the said Acts including, without limitation the Building Control Regulations 1997 to 2015, the Building Regulations 1997 to 2017 and relevant codes of practice, and any amendment, update or replacement or repeal thereof;

“**Business Day**” means every day other than a Saturday or Sunday or bank or public holiday in Ireland;

“**Competent Authority**” means any local or national or supra-national agency, authority, department, inspectorate, ministry, official or public or statutory Person (whether autonomous or not) or regulatory authority of Ireland or of the European Union which has jurisdiction over any of the Parties to the Connection Agreement and the subject matter of the Connection Agreement, including the Commission for Regulation of Utilities but excluding a court or tribunal of competent jurisdiction;

“**Completion Certificate**” means a written certificate in the form specified in Schedule 1, Part 1 of these General Conditions, provided by Uisce Éireann to the Developer pursuant to General Condition 11.19;

“**Conformance Certificate**” means a written certificate in the form specified in Schedule 1, Part 2 of these General Conditions provided by Uisce Éireann to the Developer pursuant to General Condition 11.15;

“**Connection Agreement**” means the agreement between the Developer and Uisce Éireann to facilitate the connection of the Water & Wastewater Services Infrastructure to the Network(s), which shall be comprised of the Connection Offer (including the appendices thereto), the General Conditions and the Specific Conditions (if any);

“Connection Application” means the application submitted by the Developer to Uisce Éireann in relation to the Service Connection(s), as set out in Appendix 1 of the Connection Offer;

“Connection Charge” means the charge for connecting to the Network(s) as specified in the Connection Offer. The Connection Charge shall only be deemed paid when funds have cleared in Uisce Éireann’s bank account;

“Connection Facilities” means the facilities (including the Service Connection(s)) required to be constructed and/or upgraded, installed and commissioned by the Developer in order to connect the Water & Wastewater Services Infrastructure to the Network(s), save for the Tie-In Works (which shall be completed by Uisce Éireann or its agent(s));

“Connection Offer” means the conditional offer letter issued by Uisce Éireann to the Developer relating to the connection of the Water & Wastewater Services Infrastructure to the Network(s) and which forms part of the Connection Agreement;

“Connection Point(s)” means the location or locations to be determined by Uisce Éireann at which the Water & Wastewater Services Infrastructure and Connection Works will be connected to the Waterworks (where, as specified in the Connection Offer, the Developer requires connection to the Waterworks) or the Wastewater Works (where, as specified in the Connection Offer, the Developer requires connection to the Wastewater Works) (via the Service Connection(s)). Connection Points may differ for Waterworks and Wastewater Works;

“Connection Works” means the permanent and temporary works and services to be performed by the Developer on behalf of Uisce Éireann in the acquisition, design, procurement, construction, and installation of the Connection Facilities, and the obtaining of permits (including any planning permission(s) which may be required where the Connection Works may not be considered to be exempted development under the relevant planning laws), and commissioning of the Connection Point(s) in accordance with the requirements of this Connection Agreement;

“Construction Regulations” means the Safety Health and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations 2007 to 2016 as amended, the Safety Health and Welfare at Work (Construction) Regulations 2013 as amended and any guidance requirements issued from time to time from the Health and Safety Authority;

“Data Protection Legislation” means the Data Protection Acts 1988-2018, where applicable, as amended from time to time and any regulations or enactments thereunder, Regulation (EU) 2016/679 (the “General Data Protection Regulation” or “GDPR”) and all Irish and European Union (with direct effect) laws and regulations relating to processing of personal data and privacy for the time being in force in Ireland.

“Deed(s) of Grant of Wayleaves and Easements” means the Deed(s) of Grant of Wayleaves and Easements referred to in General Condition 13 hereof;

“Defects Liability Period” which means a period of 12 months from the date of the Conformance Certificate or 12 months after the Developer’s connection of the water service connection and boundary box to the last Premises in the Development or such longer period as may be applicable under any relevant road opening licence, whichever is the later, (save where such period is extended by Uisce Éireann), as referred to in General Condition 11.15;

“Developer” means the person or entity to whom the Connection Offer is addressed and who has entered into the Connection Agreement with Uisce Éireann;

“Development” means the housing or housing/mixed use development located at the address set out in the Connection Offer and identified in the map set out in the Specification(s), including the Premises, the Water & Wastewater Services Infrastructure to be constructed pursuant to this Connection Agreement and all ancillary infrastructure relating thereto;

“Dispute” means a difference or dispute between the Parties arising out of or in connection with this Connection Agreement;

“Distribution System” means a pipe and its related fittings, that is used or to be used as the case may be to convey water into or through one or more Premises (including any related internal or external taps) excluding a Service Connection;

“Drain” means a drainage pipe, or system of such pipes and related fittings for collection of Wastewater, that is not owned by, vested in or controlled by Uisce Éireann, and that is not a Service Connection, which is used or to be used as the case may be, to convey Wastewater from one or more Premises or to any wastewater treatment system on a Premises where the Wastewater is generated;

“Environment” means the environment generally, including all physical, biological and ecological aspects of the environment and:

- (a) air, including that within buildings or natural or man-made structures above or below ground;
- (b) water, including the open sea, coastal or inland waters, ground waters, aquifers, drains and sewers;
- (c) land, including the seabed or riverbed under any water as described above, and any surface land and sub-surface land; and
- (d) human and animal health, and plant life;

“Environmental Law” means any statute or common law, or other requirement having the effect of law, in Ireland relating to the Environment, including without limitation the provisions of the Water Services Acts and Local Government (Water Pollution) Acts 1977 to 2007;

“Environmental Protection Agency” means the Environmental Protection Agency established pursuant to the Environmental Protection Agency Act, 1992;

“Final Documents” shall be as defined in the Code of Practice for Wastewater Infrastructure and outlined at General Condition 1.8 thereof (where connection is made to the Wastewater Works) and/or the Code of Practice for Water Infrastructure and outlined at General Condition 1.7 thereof (where connection is made to the Waterworks), as applicable. Both Codes are included in Appendix 6 to the Connection Offer which forms part of this Connection Agreement;

“Force Majeure” means any event not within the reasonable control of a Party and which could not have been prevented or the consequences of which could not have been prevented by a Party acting and having acted as a Reasonable and Prudent Operator/Person and which has the effect of preventing a Party from complying with its obligations under this Connection Agreement, including:

- acts of terrorists;
- war declared or undeclared, blockade, protest, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- sabotage or acts of vandalism, criminal damage or the threat of such acts;
- extreme weather or environmental conditions including drought, extreme storms, lightning, fire, landslip, accumulation of snow or ice, natural disasters, and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;
- any change of legislation, governmental order, restraint or directive having the effect of preventing or delaying the performance of any obligation hereunder;
- a strike or any other form of industrial actions by persons employed by the affected Party or by any Affiliate of the affected Party or by a local authority or by any contractor, subcontractor or agent of the affected Party or any such Affiliate or local authority;
- any strike which is part of a labour dispute of a national character occurring in Ireland or elsewhere;
- the act or omission of any contractor, subcontractor or supplier of either Party but only if due to an event which, but for the contractor, subcontractor or supplier not being a Party to the Connection Agreement, would have been Force Majeure;
- an outbreak of foot and mouth or any other restrictions put in place as part of a strategy to contain a communicable disease in Ireland; and
- the collapse of the euro currency;

provided that the following shall not constitute Force Majeure:

- lack of funds and/or the inability of a Party to pay;

- mechanical or electrical breakdown or failure of machinery or plant owned or operated by either Party other than as a result of the circumstances identified above; and
- any of the events referred to in General Condition 37 that result in modification of this Connection Agreement;

“Local Authority” means the relevant local authority referred to in the Connection Offer;

“Legal Requirement” means any Applicable Law, legislation or directive, regulation, requirement, instruction, direction or rule of any Competent Authority binding on either or all of the Parties to this Connection Agreement and includes any modification, extension or replacement thereof in force during the Term;

“Network(s)” means the Waterworks and/or the Wastewater Works, as applicable and specified on the face of the Connection Offer, and any related lands, which are owned by, vested in, controlled or used by Uisce Éireann;

“PRA Compliant Map” means ordinance survey plans, suitable for registration of any Deed of Grant of Wayleaves and Easements relating to property intended to be taken in charge by the Local Authority and the Water & Wastewater Services Infrastructure and Connection Facilities to be vested in Uisce Éireann together with all easements relating thereto suitably identified by the relevant symbols and/or colours designated by the Property Registration Authority.

“Premises” means any premises within the Development which are specified or referred to in the Connection Offer, including any part of any public or private building, vessel, vehicle, structure or land (whether or not there are structures on the land and whether or not the land is covered with water), and any plant or related accessories on or under such land, or any hereditament of tenure, together with any out-buildings and curtilage and which is:

- to receive Water Services; or
- specified in the Connection Application; or
- a premises deemed to be a premises by Uisce Éireann; or
- such other premises as may be notified by the Developer to Uisce Éireann and accepted in writing by Uisce Éireann from time to time,

but does not include land which is a Public Road, a road which is the subject of an order under Section 11 of the Roads Act 1993 or a road which has been taken in charge by a local authority pursuant to a non-statutory local authority taking in charge scheme;

“Premises Pipe Work” means the pipe, related fittings and associated accessories to be laid by the Developer within the boundary of a Premises in accordance with Relevant Standards, Requisite Consents and Applicable Laws and the Distribution

System (if connecting to the Waterworks) and Drains (if connecting to the Wastewater Works), to be used to connect the Premises with the Water & Wastewater Services Infrastructure;

“Public Road” means a road over which a public right of way exists and the responsibility for the maintenance of which rests with a road authority;

“Reasonable and Prudent Operator(/Person)” means a person acting in good faith with the intention of performing its contractual obligations hereunder and in so doing and who in the general conduct of its undertaking exercises that degree of skill, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced operator complying with Applicable Law engaged in the same type of undertaking under the same or similar circumstances and conditions and the expression **“Standard of a Reasonable and Prudent Operator(/Person)”** shall be construed accordingly;

“Regulator” means where applicable all present and future regulatory bodies having jurisdiction over Uisce Éireann including, but not limited to, the Commission for Regulation of Utilities, the Environmental Protection Agency, the Minister of Housing, Planning and Local Government, the Office of the Data Protection Commissioner, the Competition and Consumer Protection Commission and/or any other statutory body or regulatory authority which regulates on an on-going basis or from time to time the business or operations of Uisce Éireann;

“Relevant Standards” means the Codes of Practice and Standard Details set out in Appendix 6 to the Connection Offer;

“Required Security” means the financial security to be retained by Uisce Éireann to secure the execution of any works of accommodation or works of repair, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults in respect of the Connection Works pursuant to General Condition 11.17 or any other costs which may be deducted from the Developer as provided for in this Agreement, as further specified in Appendix 8 of the Connection Offer;

“Requisite Consents” means all necessary permissions (including planning permission(s) and/or road opening licence(s)), consents, approvals, licenses, easements, certificates and permits as may be necessary for the Developer to lawfully commence, carry out, maintain and complete its obligations pursuant to this Connection Agreement;

“Self-Lay Surety” means the financial security to be retained by Uisce Éireann to secure the execution of any works of accommodation or works of repair, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults in respect of the Water & Wastewater Services Infrastructure pursuant to General Condition 11.17 or any other costs which may be deducted from the Developer as provided for in this Agreement;

“Self-Lay Works” means all works to be carried out by the Developer in connection with the construction of the Water & Wastewater Services Infrastructure, the Premises Pipe Work (which includes the Distribution System and the Drains) and any related works required to provide Water Services to the Premises within the Development, including:

- (a) the provision, installation, testing and commissioning of the Water & Wastewater Services Infrastructure within the boundary of the Development;
- (b) the provision, installation, testing and commissioning of the Premises Pipe Work within the boundary to the curtilage of the Premises necessary to connect the Premises, Distribution System (if connection is to Waterworks) and Drain(s) (if connection is to Wastewater Works) to the Water & Wastewater Services Infrastructure: and
- (c) the provision, installation, testing and commissioning of the Connection Facilities to be provided by the Developer.

These works shall be approximately in the position and at the levels indicated on drawing or drawings in the Specification(s) and in accordance with the design that has been submitted with the Connection Application.

“Service Connection” means a water supply pipe or drainage pipe, together with any accessories and related fittings, extending from a Waterworks (where, as specified in the Connection Offer, the Developer requires connection to the Waterworks) or Wastewater Works (where, as specified in the Connection Offer, the Developer requires connection to the Wastewater Works) to the outer edge of the boundary to the curtilage of the Development and used, or to be used as the case may be, for the purpose of connecting the Water & Wastewater Service Infrastructure in the Development with the Waterworks and/or Wastewater Works (as the case may be);

“Specification(s)” means Uisce Éireann’s specification for the Water & Wastewater Services Infrastructure as set out in Appendix 5 Part 1A and Uisce Éireann’s specification for the Connection Works to be completed by the Developer as set out in Appendix 5 Part 1B to the Connection Offer;

“Sewage” and **“Sewage Effluent”** have the meanings assigned to them by the Local Government (Water Pollution) Acts 1977 to 2007;

“Sewers” means sewers of every description, excluding Storm Water Sewers, owned by, vested in or controlled by Uisce Éireann, but does not include a Drain or Service Connection;

“Special Conditions” means any special conditions attached to the Connection Offer or as may be agreed from time to time;

“Storm Water” means run-off rainwater that enters any pipe;

“Storm Water Sewer” means any pipe or other conduit (a) used solely for the conveyance of Storm Water; or (b) designed or intended to be used for the conveyance of Storm Water (whether or not it is connected to a sewer by a ‘storm water overflow’ within the meaning of the Waste Water Discharge (Authorisation) Regulations 2007;

“Term” means the term of this Connection Agreement as provided for in General Condition 25.1;

“Tie-in Works” means the works required to be completed by, or on behalf of, Uisce Éireann to connect the Water & Wastewater Services Infrastructure and the Connection Facilities with the Network(s);

“Uisce Éireann” means Uisce Éireann a designated activity company incorporated in Ireland (company registration number 530363) and having its registered office at 24-26 Talbot Street, Dublin 1;

“Wastewater” means Sewage or other Sewage Effluent discharged, or to be discharged, to a Drain, Service Connection or Sewer but does not include Storm Water;

“Wastewater Works” means Sewers and their accessories, and all other associated physical elements used for collection, storage, measurement or treatment of Wastewater, and any related lands, which are owned by, vested in, controlled or used by Uisce Éireann;

“Water & Wastewater Services Infrastructure” means (where according to the Connection Offer connection is to be made to the Waterworks) the water supply pipework and/or (where according to the Connection Offer connection is to be made to the Wastewater Works) the Wastewater collection pipework and all related fixtures, fittings and accessories to be constructed and laid by the Developer, as applicable, within the Development pursuant to this Connection Agreement, including all connections and pipework extending to the outer boundary of any individual Premises but excluding any Premises Pipe Work;

“Water Main” means water supply pipes owned by, vested in or controlled by Uisce Éireann but does not include pipes, fittings and appliances to which the terms "Service Connection" or "Distribution System" apply;

“Water Services” means all services, including the provision of water intended for human consumption, which provide storage, measurement, treatment or distribution of surface water, ground water, and/or Wastewater collection, storage, measurement, treatment or disposal;

“Water Services Acts” means the Water Services Acts 2007 to 2017; and

“Waterworks” means water sources, Water Mains and their accessories, and all other associated physical elements used for the abstraction, treatment, storage, measurement or distribution of water, and any related land, which are owned by, vested in, controlled or used by Uisce Éireann.

2. Interpretation: Unless the context otherwise requires, any reference in this Connection Agreement to:

- 2.1 any gender includes the other;
- 2.2 a statute, bye laws, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time and to any bye law, regulation, delegated legislation or order made thereunder;
- 2.3 any agreement, instrument or code is to the same as amended, novated, modified, supplemented or replaced from time to time;
- 2.4 unless otherwise specified any reference in this Connection Agreement to a "General Condition"/"GC" or "Special Condition"/"SC" is a reference to a General Condition or Special Condition in this Connection Agreement;
- 2.5 **“including”** means comprising but not by way of limitation to any event, class, list or category;
- 2.6 a **“Person”** shall be construed as a reference to any natural or legal person, firm, company, corporation, Government or Agency of a State or any association or partnership (whether or not having separate legal personality). A Person includes that person’s legal or personal representative, permitted assigns and successors;
- 2.7 **“Party”** means a Party to this Connection Agreement and **“Parties”** shall be construed accordingly;
- 2.8 the singular shall include the plural and vice versa;
- 2.9 words not otherwise defined that have well-known and generally acceptable technical or trade meanings in the water industry are used in this Connection Agreement in accordance with such recognised meanings;
- 2.10 where a word or expression is defined in this Agreement, related words and expressions shall be construed accordingly;
- 2.11 headings are for ease of reference only and shall not affect its construction;
- 2.12 time shall be construed by reference to whatever time is applicable in Ireland;
- 2.13 where a Party is required to use **“all reasonable endeavours”** that Party should explore all avenues reasonably open to it, and explore them all to the extent reasonable, but the Party is neither obliged to disregard its own commercial interests, nor required to continue trying to comply if it is clear that all further efforts would be futile; and

2.14 references to the “Commission for Regulation of Utilities” shall include any Competent Authority which may replace or succeed the Commission and assume its functions in relation to the regulation of the water industry in Ireland.

3. **Defined Terms in Connection Offer:** Terms which appear in uppercase in these General Conditions which are not otherwise defined shall have the meaning given to them in the Connection Offer.
4. **Order of Precedence:** In the event of inconsistency or conflict between the Connection Offer, the General Conditions and the Special Conditions, the following order of precedence will apply: (1) Special Conditions (2) General Conditions (3) Connection Offer (and the remaining appendices thereto).
5. **Regulated Entity:** Uisce Éireann operates within a regulatory framework governed by the Regulators.
6. **New Connection:** Uisce Éireann shall charge and the Developer has agreed to pay in full the Connection Charge notified to the Developer in the Connection Offer. Following payment by the Developer and satisfaction of all other conditions set out in the Connection Offer, Uisce Éireann shall perform or procure a third party to perform its obligations under the Connection Agreement and the Developer shall perform its obligations under the Connection Agreement.
7. **Sub-contractors/Agents:** The Developer acknowledges that Uisce Éireann may sub-contract or engage an agent to perform certain of the obligations of Uisce Éireann pursuant to the Connection Agreement, in which case Uisce Éireann shall not be relieved of any obligation or liability with respect to its rights or obligations under the Connection Agreement. The Developer shall have no recourse to any such third party; the Developer’s sole recourse shall be to Uisce Éireann in accordance with the Connection Agreement.
8. **Rights and obligations under law.** Nothing in this Connection Agreement shall affect or prejudice any rights, duties or obligations of the Parties under Applicable Laws.
9. **Principal Obligations:**
 - 9.1 Provided the Developer carries out the Self-Lay Works (including the Connection Works) in accordance with this Connection Agreement, Uisce Éireann will carry out, or procure the carrying out of the Tie-In Works to facilitate the connection of the Water & Wastewater Services Infrastructure and Connection Facilities to the Waterworks and/or Wastewater Works (as specified in the Connection Offer).
 - 9.2 Uisce Éireann shall perform its obligations under the Connection Agreement in accordance with the Standard of a Reasonable and Prudent Operator and the terms and conditions of this Connection Agreement.
 - 9.3 The Developer warrants that it shall:
 - 9.3.1 carry out its obligations hereunder in a good and workmanlike manner to facilitate the connection of the Water & Wastewater Services

Infrastructure and Connection Facilities to the Waterworks and/or Wastewater Works (as the case may be and as specified in the Connection Offer);

- 9.3.2 proceed with its obligations hereunder diligently and in accordance with the programme agreed for the works with Uisce Éireann;
- 9.3.3 comply with all Relevant Standards and Applicable Laws and obtain and comply with the Requisite Consents including, for the avoidance of doubt any relevant planning permission(s) and road opening licence(s);
- 9.3.4 if required by Uisce Éireann in this Connection Agreement, acquire all rights for the laying of any Uisce Éireann pipes forming part of the Connection Facilities; and
- 9.3.5 comply with all requirements and conditions made or imposed in or as a condition to the granting of any of the Requisite Consents, including but not limited to discharging all financial contributions, bonds, levies, licence fees, payments and deposits contained in, or required to obtain the, Requisite Consents.

10. Connection Charge, Self-Lay Surety & Required Security:

- 10.1 The Developer shall, as a pre-condition to the effectiveness of the Connection Agreement:
 - 10.1.1 make payment to Uisce Éireann of the Connection Charge set out in the Connection Offer; and
 - 10.1.2 provide to Uisce Éireann the required Self-Lay Surety/confirmation that the Relevant Local Authority Security has been put in place (and provide a copy of any relevant bond/confirmation of lodgement of funds) and;
 - 10.1.3 provide to Uisce Éireann any Required Security.

11. Self-Lay Works& Connection Works

- 11.1 Based on the information provided in the Connection Application, Uisce Éireann has drawn up the Specification(s) for the Water & Wastewater Services Infrastructure and the Connection Works to be completed by the Developer. The Specification(s) identifies the Connection Point(s) and set out that the Water & Wastewater Services Infrastructure and the Connection Works to be completed by the Developer shall be constructed in accordance with the Relevant Standards.
- 11.2 The Developer shall have submitted for approval in advance of the making of a Connection Application to Uisce Éireann the information contained in Section 2.3 (Design Submission) of the Code of Practice for Water Infrastructure and the Code of Practice for Wastewater Infrastructure (both appended to the Connection Offer) and this will form the basis of the Specification(s) for the approved Water & Wastewater Service Infrastructure and Connection Facilities.

11.3 The Developer must comply with the following conditions prior to the commencement of the Self-Lay Works:

11.3.1 a Commencement Notice (a form of which may be found on the USB appended to the Connection Offer) must be submitted to Uisce Éireann at developerscheduling@water.ie at least fourteen (14) days in advance of commencement of the Self-Lay Works; and

11.3.2 a pre-construction site meeting must be held with Uisce Éireann in order to agree a start date, programme of works and arrangements for inspections by or on behalf of Uisce Éireann. The Developer should email developerscheduling@water.ie at least ten (10) days in advance of the proposed meeting to agree a date and time for the pre-construction meeting with Uisce Éireann.

Any failure by the Developer to adhere to the conditions stipulated in this General Condition may result in delays to the commencement of the Self-Lay Works.

11.4 The Developer shall carry out the Self-Lay Works (including the Connection Works) and construct the Water & Wastewater Services Infrastructure and Connection Facilities at its own expense and in full compliance with:

11.4.1 the Specification(s);

11.4.2 the programme, method statement(s), construction practices, inspection arrangements and risk assessments that are agreed as part of the pre-construction site meeting, referred to in General Condition 11.3 above;

11.4.3 the design agreed with Uisce Éireann;

11.4.4 the Relevant Standards;

11.4.5 Applicable Laws, including, without limitation, Environmental Law;

11.4.6 the Requisite Consents;

11.4.7 this Connection Agreement (including, for the avoidance of doubt, the Connection Offer and the documents appended thereto).

11.5 The Developer agrees that only Uisce Éireann or its agent(s) is permitted to carry out the Tie-In Works and the Developer shall ensure that no flows shall pass through the Water & Wastewater Services Infrastructure or Connection Facilities unless and until Uisce Éireann agrees otherwise.

11.6 The Developer shall arrange for Uisce Éireann and its agents and contractors to have safe, free and unrestricted access at all reasonable times to the areas where the Self-Lay Works are being carried out so as to undertake quality assurance activities in accordance with the 'Quality Assurance Regime' set out in Appendix 9 of the Connection Offer and/or to complete the Connection Works.

11.7 Uisce Éireann (including its agents and contractors) shall have the right at all times to enter upon and temporarily occupy so much of the area where such works referred to above are being carried out as may be reasonably required for completing any works incidental to the Tie-In Works and Uisce Éireann may break

open or otherwise interfere with such areas so far as may be reasonably necessary for the purposes aforesaid or for the purpose of carrying out the Tie-In Works or for making plans, surveying, measuring, taking levels, examining, inspecting, maintaining, altering, repairing, renewing or removing any pipe. Uisce Éireann (including its agents and contractors) shall also have the right at all times to enter upon and temporarily occupy so much of the area as may be required in order to inspect the Water & Wastewater Services Infrastructure and/or Connection Facilities, observe the carrying out of the Self-Lay Works and/or Connection Works, as outlined in the 'Quality Assurance Regime' in set out in Appendix 9 of the Connection Offer or rectify defects in the Water & Wastewater Services Infrastructure and/or Connection Facilities.

- 11.8 To agree any changes in the Specification(s), or to discuss proposals to rectify any notified defects, the Developer (or a contractor on behalf of the Developer) must give a minimum of five (5) days (excluding Saturdays, Sundays and public/bank holidays) notice in writing to Uisce Éireann (or such shorter period as Uisce Éireann may agree). A meeting involving the Developer, the contractor (if applicable) and Uisce Éireann must then be held and Uisce Éireann's written consent must be obtained by the Developer before any change to the Specification(s) is commenced.
- 11.9 The Developer shall ensure that all operations necessary to carry out the Self-Lay Works shall be carried on so as not to interfere unnecessarily or improperly with public convenience or access to or use or occupation of public or private roads and footpaths and the Developer shall indemnify Uisce Éireann in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising out of or in relation to any such matters.
- 11.10 The Developer shall ensure that the Self-Lay Works shall be carried out without unreasonable noise, odour(s) and/or disturbance. The Developer shall indemnify Uisce Éireann from and against any liability for damages on account of noise, odour(s) or other disturbance created while carrying out the Self-Lay Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.
- 11.11 The Developer shall ensure that the following minimum insurance cover is in place throughout the Term and until (a) a Completion Certificate is issued by Uisce Éireann and tie-in occurs (in the case of insurances listed at General Condition 11.11.1 to 11.11.4 below; and (b) the twelfth anniversary of the date of the Completion Certificate, in the case of professional indemnity insurance (General Condition 11.11.5 below):
- 11.11.1 **Employers Liability** insurance cover with a minimum indemnity limit of €13,000,000 any one accident/occurrence and unlimited in the aggregate;
 - 11.11.2 **Public/Products/Pollution Liability** insurance cover with a minimum indemnity limit of €6,500,000 any one accident/occurrence unlimited in the period of insurance under the Public Liability and in the aggregate in respect of Products & Pollution Liability;
 - 11.11.3 **Contractors "All Risks"** insurance for the full reinstatement value of the proposed works in respect of any one claim;
 - 11.11.4 **Motor insurance** cover with a minimum third party property damage limit of €6,500,000 for all vehicles owned, leased, rented or run (to

include tool of trade use) by the Developer (including any Contractor(s) or agents) in connection with the services to be provided by it; and

- 11.11.5 **Professional Indemnity** insurance with a minimum indemnity limit of €2,600,000 in respect of any one claim and limited in the aggregate.

Insurance cover effected pursuant to this General Condition shall, with the exception of Professional Indemnity and Motor, include a specific indemnity to Uisce Éireann.

- 11.12 The Developer shall, in advance of commencing any works and thereafter upon request, provide to Uisce Éireann:

11.12.1 confirmation in writing that the insurance policies effecting the insurance referred to in this General Condition 11 (including levels of excess, limits of cover and territory) are in place;

11.12.2 proof that all relevant premia have been paid and that the relevant policy or policies remain up to date and in existence.

- 11.13 The Developer shall notify Uisce Éireann in writing when the Water & Wastewater Services Infrastructure and Connection Facilities have been completed and are ready to be connected to the Waterworks and/or Wastewater Works (as the case may be). This notification shall be accompanied by a set of Final Documents.

- 11.14 Within 10 Business Days of the notification as outlined above, Uisce Éireann will inspect the Water & Wastewater Services Infrastructure, the Connection Facilities and the Final Documents. Uisce Éireann reserves the right to request rectification of any defects found in the Water & Wastewater Services Infrastructure and/or Connection Facilities, and to request amendments of the Final Documents, should they be found to be not in accordance with this Connection Agreement. Such remediation of the Water & Wastewater Services Infrastructure and/or Connection Facilities and rectification of the Final Documents shall be undertaken in the timeline set out by Uisce Éireann.

- 11.15 Subject to Uisce Éireann being satisfied that:

11.15.1 the Water & Wastewater Services Infrastructure and Connection Facilities have been completed in accordance with this Connection Agreement;

11.15.2 the Final Documents provided by the Developer are in order;

11.15.3 the Developer has fully complied with its obligations in General Condition 13 hereof; and

11.15.4 if applicable, collateral agreements have been provided to Uisce Éireann, duly executed under seal, from any contractor and/or designer retained by the Developer to carry out the Connection Works,

it shall issue to the Developer in writing a certificate of conformance (the "**Conformance Certificate**"). This shall commence the Defects Liability Period during which time the Developer is responsible for the making good of defects

imperfections, shrinkages or other faults in respect of the Water & Wastewater Services Infrastructure and/or Connection Facilities as may be required in writing by Uisce Éireann. The Defects Liability Period may be extended by Uisce Éireann for a period equal to the sum of any periods after the issue of the Conformance Certificate during which the Water & Wastewater Services Infrastructure and/or Connection Facilities cannot be used for Water Services by reason of a defect or damage or where the Water & Wastewater Services Infrastructure and/or Connection Facilities have not been completed in accordance with this Agreement.

- 11.16 Uisce Éireann shall use reasonable endeavours to complete the Tie-In Works within 30 Business Days of the date of issue of the Conformance Certificate.
- 11.17 Uisce Éireann shall undertake inspections, surveys, investigations to assess the continued adequacy of the Water & Wastewater Services Infrastructure and/or Connection Facilities during the Defects Liability Period. When required, Uisce Éireann will notify the Developer in writing of the need for repair, reconstruction or rectification works in relation to the Water & Wastewater Services Infrastructure and/or Connection Facilities. The Developer shall execute or secure the execution of all works of accommodation or works of repair, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults in respect of the Water & Wastewater Services Infrastructure and/or Connection Facilities, as may be required of the Developer in writing by Uisce Éireann during the Defects Liability Period. All such works shall be carried out at the Developer's expense. If the Developer shall fail to execute or secure the execution of works as aforesaid Uisce Éireann shall be entitled to carry out such works and shall be entitled to recover from the Developer the costs and expenses reasonably incurred by Uisce Éireann in so doing by way of a deduction from the Self-Lay Surety/Relevant Local Authority Security or any Required Security under Appendix 8.
- 11.18 The Self-Lay Surety and/or Required Security shall be returned to the Developer within twenty eight (28) days of the expiry of the Defects Liability Period or the issue of the Completion Certificate, whichever is later subject to any deductions made pursuant to Clauses 11.17 and/or 11.19 and subject to the Water & Wastewater Services Infrastructure and Connection Facilities being deemed by Uisce Éireann to be in compliance with this Connection Agreement.
- 11.19 Upon expiry of the Defects Liability Period and subject to the completion of the works specified in the Schedule of Corrections (as appended to the Conformance Certificate, or otherwise issued to the Developer) to the satisfaction of Uisce Éireann, Uisce Éireann shall issue a Completion Certificate to the Developer. The Developer hereby acknowledges and agrees that it will reimburse Uisce Éireann for any costs incurred:
- 11.19.1 in undertaking any works referred to in General Condition 11.17 or any other works of construction, reconstruction, maintenance, rectification or repair or making good of defects imperfections, shrinkages or other faults by reason of the Developer or its contractor failing to complete in a good and workmanlike manner and in accordance with this Connection Agreement the entirety of the Water & Wastewater Services Infrastructure and Connection Facilities; and

- 11.19.2 towards invoices or sums payable by virtue of any actions, claims or demands made against Uisce Éireann by any third party as a result of any act or default by the Developer or its contractor.
- 11.20 The Developer hereby acknowledges and agrees that, in the event the Developer fails to reimburse Uisce Éireann for its reasonable costs as referred to in General Conditions 11.17 and/or 11.19, Uisce Éireann shall be entitled to seek deduction of the relevant amount(s) from the Self-Lay Surety/Relevant Local Authority Security and/or any Required Security.
- 11.21 The rights and obligations of the Parties in relation to the Defects Liability Period shall survive the termination or expiry of this Connection Agreement.

12. Ownership of Infrastructure

- 12.1 The Developer agrees that the Water & Wastewater Service Infrastructure and Connection Facilities shall vest in Uisce Éireann upon such date as Uisce Éireann issues a Conformance Certificate.
- 12.2 Notwithstanding the vesting of the Water & Wastewater Service Infrastructure in Uisce Éireann pursuant to General Condition 12.1, the Developer acknowledges and accepts that, pending the issue of the Completion Certificate by Uisce Éireann, the maintenance and operation of any water supply and Wastewater collection pumping stations and/or rising mains included within the Water & Wastewater Services Infrastructure will remain the responsibility of the Developer and/or any estate management company to which relevant assets have been transferred by the Developer. In the event that such maintenance and/or operation are not undertaken by the Developer and/or any estate management company, Uisce Éireann reserves the right to undertake these functions and to recover its reasonable costs from the Developer. Otherwise, Uisce Éireann shall have no responsibility for the operation and maintenance of any water supply and Wastewater collection pumping stations and/or rising mains included within the Water & Wastewater Services Infrastructure and no liability, howsoever arising, shall attach to Uisce Éireann in this regard.

13 Title, Warranty and Registration, Wayleaves and Easements

- 13.1 The Developer hereby warrants and agrees that it has or can procure legal title to grant Uisce Éireann all rights contained in the Deed(s) of Grant of Wayleaves and Easements and that where appropriate it has obtained all necessary consents including the consent of any financial institution or third party.
- 13.2 Prior to Uisce Éireann issuing a Conformance Certificate as set out at General Condition 11.15, the Developer shall:
- 13.2.1 deliver for approval by Uisce Éireann the PRA Compliant Map;
- 13.2.2 deliver to Uisce Éireann a duly executed Deed of Grant of Wayleaves and Easements (in duplicate) in the form as set out in Appendix 7, Part A of the Connection Offer for the benefit of Uisce Éireann and the Water & Wastewater Services Infrastructure over all the lands which are intended to be taken in charge by the Local Authority **TOGETHER WITH** the PRA Compliant Map; and

13.2.3 Where the Water & Wastewater Services Infrastructure and or Connection Facilities are not entirely comprised within the boundaries of the lands which are taken in charge or intended to be taken in charge by the Local Authority identified in the Connection Offer Letter, the Developer shall deliver to Uisce Éireann a duly executed Deed of Grant of Wayleaves and Easements (in duplicate) in the form as set out at Appendix 7, Part A of the Connection Offer for the benefit of Uisce Éireann and the Water & Wastewater Services Infrastructure and or Connection Facilities (to include without limitation a protected strip of **5 metres** on all sides of the **Water and Wastewater Services Infrastructure** and Connection Facilities in respect of the full length of the **Water and Wastewater Services Infrastructure and Connection Facilities TOGETHER WITH** the PRA Compliant Map.

13.2.4 Where the Water & Wastewater Services Infrastructure and Connection Facilities are not entirely comprised within the boundaries of the lands owned by the Developer, the Developer shall deliver to Uisce Éireann a Deed of Grant of Wayleaves and Easements (in duplicate) in the form as set out at Appendix 7, Part A of the Connection Offer for the benefit of Uisce Éireann and the Water & Wastewater Services Infrastructure, duly executed by the applicable landowner (to include without limitation a protected strip of **5 metres** on all sides of the **Water and Wastewater Services Infrastructure and Connection Facilities** in respect of the full length of the **Water and Wastewater Services Infrastructure and Connection Facilities**) **TOGETHER WITH** the PRA Compliant Map.

13.3 The Developer irrevocably and unconditionally undertakes and agrees with Uisce Éireann:

13.3.1 to irrevocably instruct its appointed solicitor to use best endeavours to stamp and register the Deed(s) of Grant of Wayleaves and Easements in the Property Registration Authority as soon as practicable at the Developer's expense and to provide notice of the relevant dealing number and evidence of such registration to Uisce Éireann immediately following completion of registration **PROVIDED THAT** if requested by Uisce Éireann the Developer shall consent to Uisce Éireann taking over the registration process, and the Developer undertakes and agrees to assist Uisce Éireann with this registration process following written request to do so; and

13.3.2 to specifically include reference and notice of the Deed(s) of Grant of Wayleaves and Easements in favour of Uisce Éireann in any transfers, conveyances, assignment, lease and/or licence which the Developer may have with any third party.

14. Financial Security Requirements

The necessity for the Developer to put any Required Security in place is specified in Appendix 8 of Connection Offer. In the event that Required Security is specified, the putting in place of the said Required Security shall be a pre-condition to the effectiveness of the Connection Agreement.

15. Assumptions

15.1 The Specification(s) set out in Appendix 5 and the Connection Charge have been completed and assessed (respectively) based on the detail as set out in the Connection Application and the following assumptions:

15.1.1 the information contained in the Connection Application (as set out in Appendix 1 of the Connection Offer) is true accurate and complete in all material respects. If information provided is found to be incorrect or incomplete, the Developer may be invoiced for any additional costs and/or additional deductions may be made from the Self-Lay Surety/Relevant Local Authority Security and/or Required Security; and

15.1.2 the Connection Charge has been assessed based on a desktop exercise without knowledge of existing utilities at the Development and any existing utilities, rock and other obstructions have not been measured on site. Dealing with such utilities, rock and obstructions may incur increased costs which shall be chargeable to the Developer.

(each an “**Assumption**” and together the “**Assumptions**”)

15.2 Any change in the Assumptions may lead to a change in: (i) the Connection Charge; and/or (ii) the timing of the Connection Works. The Developer acknowledges and agrees that any additional costs arising from such change(s) will be for the account of the Developer and that Uisce Éireann shall not have any liability for the said additional costs. The Developer further acknowledges and agrees that it shall reimburse Uisce Éireann for such additional costs and that, in the event the Developer fails to reimburse Uisce Éireann for its said additional costs, Uisce Éireann shall be entitled to deduct the relevant amount(s) from the Self-Lay Surety/Relevant Local Authority Security and /or the Required Security. The Developer hereby consents to such deduction being made by Uisce Éireann.

16. General Provisions

16.1 The Developer shall:

16.1.1 inform Uisce Éireann, and all Parties acting on its behalf, of any relevant safety precautions before entry to the Development. Since Uisce Éireann will not be aware of the specific hazards present on the Development, the Developer is obliged to inform Uisce Éireann of such hazards. The Developer must ensure that Uisce Éireann, and all Parties acting on its behalf, are either accompanied at all times by the Developer, or have been adequately briefed as to the presence of any specific hazards, the precautions that must be taken and what to do in the event of an accident or emergency;

16.1.2 co-operate with and assist Uisce Éireann, and all Parties acting on its behalf;

16.1.3 not unreasonably interfere with or restrict the carrying out of Uisce Éireann’s obligations in accordance with the Connection Agreement;

- 16.1.4 not do or cause or permit to be done anything which causes, or could reasonably be expected to cause, damage or destruction to any part of the Service Connection, the Connection Works or the Network(s) or in any way interferes with its operation or materially interferes with Uisce Éireann's (and all Parties' acting on its behalf) access to same;
- 16.1.5 be solely responsible at all times for maintaining and keeping excavations and reinstatements in a safe and secure condition and will indemnify and keep indemnified Uisce Éireann, its servants, agents and contractors against all claims, demands, proceedings, damages and expenses whatsoever in respect thereof;
- 16.1.6 agree the timing of any works to be carried out by the Developer with Uisce Éireann.
- 16.2 The Developer shall also comply with any other reasonable directions issued by Uisce Éireann to the Developer to ensure compliance with any Applicable Law or for any other reason where Uisce Éireann, acting reasonably, deems it appropriate to issue such directions.
- 16.3 The Developer shall not allow the discharge of rainwater run-off from roofs, paved areas or other surfaces into any Sewer, except as may otherwise be agreed in advance with Uisce Éireann in writing.
- 16.4 Uisce Éireann may specify any technical requirements or standards necessary to minimise the risk of leakage or to protect the integrity of any Waterworks or Wastewater Works.
- 16.5 For the avoidance of doubt, the Developer is prohibited from using the Service Connection and/or using any other mechanism to supply Water Services onwards to another location or premises other than the Premises within the Development notified to Uisce Éireann by the Developer to which the Service Connection applies. Uisce Éireann shall in no way be liable for and shall be indemnified and held harmless by the Developer in respect of any breach of this provision by the Developer or by any other third party, including any adverse consequences arising directly or indirectly as a result of such a breach and all costs, damages or claims arising therefrom.
- 16.6 The Developer indemnifies and holds harmless Uisce Éireann and its servants, agents and contractors in respect of any loss, damage or injury that may result from the Self-Lay Works, which includes the Connection Works, including any losses or damages arising in respect of third party developments which are dependent on the timely completion and commissioning of the Connection Works. Notwithstanding anything to the contrary within the Connection Agreement, the parties agree that the contractual liability period under the Connection Agreement shall be twelve years.

16.7 During the Term, the Developer shall be solely responsible for preventing any backflow, back syphonage or blowback from the Distribution System(s) of any Premises into the Water Main or Waterworks.

17. Notification for Meter Installation

The Developer is required to give Uisce Éireann seven (7) days advance notification of when a property service connection, boundary box and Distribution System is in place and connected to any Premises that has been constructed and ready for occupation so that Uisce Éireann can advance the provision of a meter in the boundary box. The installation of the meter will be at Uisce Éireann's discretion based on current policy.

18 Register of Premises Serviced

The Developer shall be required under this Connection Agreement to provide Uisce Éireann with a register, on a regular (and at least a quarterly) basis, of the Premises that have been constructed and ready to receive Water Services within the Development in the format provided in Appendix 10 of the Connection Offer. The initial register is to be provided to Uisce Éireann at the pre-construction site meeting. Updates of the register are to be provided to Uisce Éireann at subsequent construction site meetings at the intervals outlined above.

19. Time for Completion/Delays

Both Parties shall use reasonable endeavours to ensure that they perform the obligations under this Connection Agreement in a timely manner. Uisce Éireann shall not be liable for any loss or damage suffered by the Developer in respect of delays resulting from any cause whatsoever.

20. Third Party Losses

The Developer shall indemnify Uisce Éireann and its servants, agents and contractors, and hold Uisce Éireann and its servants, agents and contractors harmless at all times from any and all losses of any third party incurred, suffered or sustained pursuant to this Connection Agreement, but only to the extent any such loss was not caused by Uisce Éireann's breach of this Connection Agreement or the negligence of Uisce Éireann in undertaking its obligations under this Connection Agreement.

21. Liability

21.1 **Immunity:** Nothing in this Connection Agreement shall affect any immunity that Uisce Éireann benefits from Applicable Law.

21.2 **Death or Personal Injury:** Subject to General Condition 21.1 above, nothing in this Agreement shall exclude or limit the liability of a Party for death or personal injury resulting directly from the negligence of that Party or any of its officers, employees and agents and that Party shall indemnify and keep indemnified the other Party, its officers, employees and agents from and against any losses, damages, claims, liabilities, costs or expenses which that other Party may suffer or incur by reason of any claim on account of death or

personal injury resulting from the negligence of the liable Party or the negligence of any of its officers, employees or agents.

21.3 **Physical Damage:** Subject to the other provisions of this General Condition and except as provided in General Condition 21.2, this General Condition 21.3 and where any other provision of this Connection Agreement provides for an indemnity, neither Party, nor any of its officers, employees or agents shall be liable to the other Party for any losses, damages, claims, liabilities, costs or expenses arising from any breach of this Connection Agreement other than for losses, damages, claims, liabilities, costs or expenses directly resulting from such breach and which at the date hereof were reasonably foreseeable as likely to occur in the ordinary course of events from such breach in respect of:

21.3.1 physical damage being occasioned to the property of the other Party, its officers, employees or agents; or

21.3.2 the liability of the other Party to any other Person for loss in respect of physical damage caused directly to the property of such other Person as a result of such breach.

21.4 **Reasonable and Prudent Operator:** Subject to General Condition 21.2, where the obligations of Uisce Éireann are performed in accordance with the Standard of a Reasonable and Prudent Operator, Uisce Éireann shall have no liability whatsoever to the Developer in respect of this Connection Agreement.

21.5 **Limit of Liability:** Subject to General Condition 21.2, Uisce Éireann's aggregated liability in respect of all such losses, damages, claims, liabilities, costs or expenses pursuant to this Connection Agreement shall not exceed €100,000.

21.6 **No liability for Force Majeure:** Neither Party shall be liable for any breach of this Connection Agreement directly or indirectly caused by Force Majeure.

21.7 **No Liability:** Subject to General Condition 21.2 and any provision of this Connection Agreement which provides for payment obligations, neither Party nor any of its officers, directors, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

21.7.1 any loss of profit, revenue, use, contract (other than this Connection Agreement), opportunity or loss of goodwill; or

21.7.2 any indirect or consequential loss, incidental or special damages (including punitive damages); or

21.7.3 loss resulting from the liability of the other Party to any other Person howsoever and whensoever arising.

- 21.8 **No implied warranties:** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Connection Agreement.
- 21.9 **Taking Over of Legal Claims:** In the event of any third party claim being made against a Party which is not liable, the Party which is liable shall be promptly notified of the claim and it may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise from the claim. The Party which is not liable shall not make any admission which might be prejudicial to the claim. The conduct by the liable Party of such negotiations or litigation shall be conditional upon the liable Party having first given to the Party which is not liable such reasonable security as that Party shall from time to time notify that it requires to cover the amount ascertained or agreed or estimated, as the case may be, of any losses, damages, claims, liabilities, costs or expenses for which that Party may become liable in respect of the claim. The Party which is not liable shall, at the request of the liable Party, afford all reasonable assistance for the purpose of contesting the claim and shall be paid by the liable Party (within ten (10) Business Days of the date of its invoice therefor) all reasonable expenses incurred in so doing.

22. Assignment

The Developer shall not be entitled to assign the benefit or transfer the burden of this Connection Agreement without the prior written consent of Uisce Éireann. Nothing shall prevent Uisce Éireann from assigning the benefit or transferring the burden of this Connection Agreement to an Affiliate.

23. Contractor/Sub-Contractors

- 23.1 Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Connection Agreement without the prior consent of the other Party. Such subcontracting by Uisce Éireann or the Developer of the performance of any obligations or duties under this Connection Agreement shall be on terms which are standard in the industry and shall not, in any event, relieve Uisce Éireann or the Developer (as the case may be) from any liability for performance of such obligation or duty. The Developer shall remain fully liable for the completion of any works on its behalf pursuant to this Connection Agreement.
- 23.2 Notwithstanding the provisions of GC23.1 above, the Developer acknowledges and agrees that it shall be obliged to seek approval from Uisce Éireann regarding the identity of any contractor intended to carry out the Connection Works. Such approval shall be required in advance of the commencement of any works pursuant to this Connection Agreement. Any proposed change in the contractor carrying out the Connection Works during the course of the

Connection Works, shall be notified to Uisce Éireann immediately and, in any event, no later than four weeks prior to the recommencement of the Connection Works. The Developer shall be obliged to put in place any additional requirements specified by Uisce Éireann in the event of a change in contractor becoming necessary.

- 23.3 The Developer shall procure that collateral agreements, in the forms attached hereto at Appendix 12, duly executed under seal, are provided to Uisce Éireann from any contractor and/or designer engaged by the Developer in respect of the Connection Works.

24. Developer's Authority

24.1 The Developer represents and warrants to Uisce Éireann that:

- 24.1.1 it has full power and authority to enter into and to exercise its rights and perform its obligations under this Connection Agreement and has obtained all authorisations and consents necessary for it to so enter, exercise rights and perform obligations and such authorisations and consents are in full force and effect;
- 24.1.2 performance of this Connection Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Developer is a Party or any judgment, order, statute or regulation which is applicable to the Developer;
- 24.1.3 the obligations expressed to be assumed by it under this Connection Agreement are legal and valid obligations binding on it;
- 24.1.4 all payments to be made by it under this Connection Agreement may be made free and clear of, and without deduction for or on account of, any taxes whatsoever;
- 24.1.5 no representation or warranty made by or on behalf of the Developer and contained in this Connection Agreement and no statement contained in any submission to Uisce Éireann, application, declaration or other instrument made by or on behalf of the Developer in connection with this Connection Agreement contains any false or misleading representation of a material fact, or omits to state a material fact necessary to prevent such statements, in the light of the circumstances under which they are made, from being misleading; and
- 24.1.6 in connection with the negotiation and execution of this Connection Agreement:
 - 24.1.6.1 it is acting as a principal (and not as an agent or in any other capacity, fiduciary or otherwise);
 - 24.1.6.2 it is not relying upon any advice, counsel or representations (whether written or oral) of any other Party other than the representations expressly set out in this Connection Agreement;

- 24.1.6.3 it has made its own decision regarding the entering into of this Connection Agreement based upon its own judgement and upon the advice from such professional advisers as it has deemed necessary to consult;
- 24.1.6.4 all of its decisions regarding this Connection Agreement have been the result of arms' length negotiations between the Parties; and
- 24.1.6.5 it has a full understanding of the terms, conditions and risks (economic and otherwise) of this Connection Agreement, and is capable of assuming and willing to assume (financially and otherwise) those risks.

25. Term & Termination

- 25.1 This Connection Agreement shall commence upon the date that the Developer:
 - 25.1.1 completes and returns the Letter of Acceptance;
 - 25.1.2 pays the Connection Charge;
 - 25.1.3 provides the required Self-Lay Surety/confirmation that the Relevant Local Authority Security has been put in place and/or provides any Required Security (together with any ancillary documents required under the Uisce Éireann Financial Security Policy);
 - 25.1.4 provides confirmation that any Required Security, as specified in Appendix 8 of the Connection Offer, has been put in place.

To the extent that any of the steps outlined at 25.1.1 – 25.1.4 occur on different days, the Connection Agreement shall commence on the last date on which all the steps have been fully complied with and shall continue in full force and effect until the issue of the Completion Certificate, unless it is terminated earlier in accordance with the provisions of this Connection Agreement.

- 25.2.1 This Connection Offer is based on a high-level desk top analysis carried out by Uisce Éireann on the feasibility of a connection for the Development. Once the Connection Offer has been accepted by You, Uisce Éireann will begin a detailed design of the connection. If during the process of detailed design Uisce Éireann, at its discretion, forms the opinion (acting reasonably) that either:
 - 25.2.1.1 a connection to the Development is not feasible or practicable or safe to complete; or
 - 25.2.1.2 a connection to the Development would involve the expenditure by Uisce Éireann of monies in excess of that provided for by way of the Connection Charge, or

25.2.1.3 the Requisite Consents to facilitate connection of the Development cannot be obtained,

then the Connection Agreement may be terminated by Uisce Éireann by way of written notice to the Developer.

25.2.2 The Developer shall be entitled to terminate this Agreement:

25.2.2.1 on 14 days' written notice to Uisce Éireann where the Connection Works are for the benefit of the Development only; or

25.2.2.2 on 45 days' written notice to Uisce Éireann where the Connection Works are for the benefit of third party developments in addition to the Development,

provided such notice may not be given if a Conformance Certificate has been issued by Uisce Éireann.

25.2.3 In the event that Uisce Éireann or the Developer exercise their right to terminate under this General Condition 25.2, Uisce Éireann shall return (a) any Connection Charge paid by the Developer, less any costs and expenses incurred by Uisce Éireann as at the date of termination, including, but not limited to, costs of construction, and any legal or financing costs; and (b) the Self-Lay Surety/Required Security.

25.3 Either Party shall be entitled to terminate this Connection Agreement upon written notice to the other Party where:

25.3.1 there is any material breach by the other Party of its obligations under this Connection Agreement and the breach cannot be remedied or if it is capable of being remedied, it has not been remedied by such Party within 28 days of the issue of a notice to it by the other Party identifying the breach and requiring it to be remedied;

25.3.2 an event of Force Majeure persists for a period of 180 days or more, provided at least 14 days' notice of termination has been given in writing;

25.3.3 the other Party becomes insolvent, unable to pay its debts when they fall due, ceases to trade or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or is dissolved for any reason or has bona fide legal proceedings initiated against it for its winding-up which are not vexatious or incompetent;

25.3.4 in respect of the other Party, any bona fide action or other steps are taken or legal proceedings are started (and are not withdrawn within fourteen

- (14) days) for the liquidation, winding-up, dissolution or for the appointment of a receiver, liquidator, administrator, examiner or similar officer of such Party;
- 25.3.5 in respect of the other Party, an encumbrancer takes possession of, or a liquidator, receiver or an administrator or examiner is appointed over a substantial part of the assets of such Party or any security granted by such Party becomes enforceable;
- 25.3.6 the other Party enters into any composition, assignment, scheme or arrangement with creditors generally of the other Party (other than for the purpose of a voluntary solvent reconstruction or amalgamation);
- 25.3.7 the other Party is suffering a distress, execution, sequestration or other process being levied or enforced upon or sued or against all or any substantial part of its assets, rights or revenues which is not discharged, stayed, or dismissed within thirty (30) days; or
- 25.3.8 any event equivalent or analogous to any of the events specified in paragraphs 25.3.3 to 25.3.7 (inclusive) above occurs in relation to the other Party in any jurisdiction.
- 25.4 Termination of this Connection Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party under this Connection Agreement.
- 25.5 Without prejudice to General Condition 25.4 and any other provision of this Connection Agreement that survives termination, the following obligations of the Parties to this Connection Agreement shall continue in full force and effect and be fully binding on the Parties notwithstanding termination:
- General Condition 4 (Order Of Precedence);
 - General Condition 10 (Connection Charge);
 - General Condition 11.11 (Insurance);
 - General Condition 12 (Ownership);
 - General Condition 13 (Title, Warranty and Registration, Wayleaves and Easements);
 - General Condition 16 (General Provisions);
 - General Condition 20 (Third Party Losses)
 - General Condition 21 (Liability);
 - General Condition 25 (Term And Termination);
 - General Condition 28 (Data Protection);
 - General Condition 32 (Entire Agreement);
 - General Condition 35 (Governing Law);
 - General Condition 36 (Disputes).

26. Notices

- 26.1 Notices or other communications given pursuant to this Connection Agreement shall be in writing and shall be sufficiently given if delivered by hand or sent by e-mail or pre-paid registered post to the e-mail or postal address referred to below of the Party to which the notice or communication is being given or to such

other address and as such Party shall communicate in writing from time to time to the Party giving the notice or communication.

- 26.2 The Developer’s address for service is as set out in the Connection Offer.
- 26.3 Any notice required or permitted to be given by the Developer shall be in writing addressed to Dermot Phelan, Connections Delivery Manager, at Uisce Éireann, PO Box 860, South City Delivery Office, Cork City or by email to newconnections@water.ie or such other address or electronic mail address as may be notified to the Developer by Uisce Éireann from time to time.
- 26.4 Every notice given in accordance shall be deemed to have been received as follows:

Means of Dispatch	Deemed Received
Hand Delivery	The time of delivery.
Post	48 hours after posting (and proof that the envelope containing the notice or communication was properly addressed and sent by pre-paid registered post will be sufficient evidence that the notice or other communication has been duly served or given).
Email	Upon receipt by the addressee of the complete text in legible form.

provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours (being 9am to 5.30pm on a Business Day) such notice or other communication shall be deemed to be given or made at the start of working hours on the next Business Day.

27. Health & Safety

- 27.1 It is acknowledged and agreed that the works carried out for, or on behalf of, the Developer in relation to the Water & Wastewater Services Infrastructure and the Connection Facilities are entirely separate and distinct to the Tie-In Works carried out for and on behalf of Uisce Éireann. The Developer shall ensure full compliance with all applicable health and safety legislation including, if necessary and applicable, the Safety, Health and Welfare at Work (Construction) Regulations 2013 (the “**SHW Regulations**”) in respect of the Water & Wastewater Services Infrastructure and the Connection Facilities. The Developer acknowledges that it may have certain obligations under the SHW Regulations in relation to the construction of the Water & Wastewater Services Infrastructure and Connection Facilities and, as such, will ensure full compliance with those obligations. Uisce Éireann shall ensure full compliance with all applicable health and safety legislation including, if necessary and applicable, the SHW Regulations in respect of the Tie-In Works. Uisce Éireann acknowledges that it may have certain obligations under the SHW Regulations in relation to the Tie-In Works and, as such, will ensure full compliance with those obligations.

27.2 **Project Supervisor Construction Stage (“PSCS”) and Project Supervisor Design Process (“PSDP”)**

The Developer elects to be treated for the purposes of the SHW Regulations as the only client (and Uisce Éireann agrees with such election by the Developer) in respect of the Water & Wastewater Services Infrastructure and Connection Facilities. The Developer accepts and understands its duties and responsibilities pursuant to the SHW Regulations including its obligation as a client to appoint a PSCS and PSDP in respect of the Water & Wastewater Services Infrastructure and Connection Facilities and to ensure that the relevant appointees have adequate insurance in place to cover the duties being undertaken by them.

28. Data Protection

28.1 If and to the extent personal data is processed (as such terms are defined in the Data Protection Legislation) pursuant to this Connection Agreement, the provisions of Schedule 2 shall apply.

29. No Waiver: No forbearance, indulgence or relaxation on the part of a Party shown or granted to the other Party shall in any way affect, diminish, restrict or prejudice the rights or powers of Uisce Éireann or operate as or be deemed to be a waiver of any breach of conditions. None of the provisions of this Connection Agreement shall be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver shall be a waiver of any past or future default or breach nor shall such waiver constitute a modification of any term provision condition or covenant of the contract unless expressly so provided in such waiver.

30. Severability: All of the provisions contained in this Connection Agreement are distinct and severable, and if any provision is held or declared to be unenforceable, illegal or void in the whole or in part by any court, regulatory authority or other Competent Authority it will, to that extent only, be deemed not to form part of this Connection Agreement and the enforceability, legality and validity of the remainder of these terms and conditions will not in any event be affected.

31. Force Majeure: If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out its obligations under this Connection Agreement, then upon notice in writing of such Force Majeure from the Party affected to the other Party, as soon as possible after the occurrence of the cause relied on, the Party affected shall be released from its obligations (other than the obligations to pay money) and suspended from the exercise of its rights under the Connection Agreement to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist PROVIDED THAT the Party affected shall use all reasonable endeavours to prevent, avoid, overcome or mitigate the effects of such Force Majeure.

32. Entire Agreement

- 32.1 This Connection Agreement shall be the entire agreement between the Parties with respect to the subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Parties (other than as provided for in this Connection Agreement) with respect to its subject matter.
- 32.2 The Developer acknowledges and confirms that it does not enter into this Connection Agreement in reliance on any representation, any misrepresentation, warranty or other undertaking by Uisce Éireann not fully reflected in this Connection Agreement.
- 32.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Connection Agreement.

33. Amendments

- 33.1 This Connection Agreement may only be amended by written agreement of the Parties.

34. No Derogation from Statutory Responsibilities

The Developer acknowledges and accepts:

- 34.1 its obligations and duties under the Water Services Acts in relation to the protection of human health, repair of leaks and the reasonable conservation of water and the management, consumption and use of water on or at the Development to ensure that water is not wasted or consumed in excessive amounts;
- 34.2 that notwithstanding this Connection Agreement, Uisce Éireann is not limited from exercising its powers under the Water Services Acts in relation to the Developer;
- 34.3 that the Premises Pipe Work (in terms of ownership, maintenance, repair, renewal or otherwise) will remain the sole responsibility of the Developer or any third party owner of those Premises unless ownership is transferred to Uisce Éireann.

35. Governing Law

- 35.1 The Connection Agreement shall be governed and construed in accordance with the laws of Ireland and, subject to General Condition 36, the courts of Ireland shall have exclusive jurisdiction to decide disputes arising between the Developer and Uisce Éireann.

36. Dispute Resolution

- 36.1 **Notification of a Dispute:** Any dispute between the Parties (a “Dispute”) shall be resolved, if possible, by negotiation. In the event that no agreement is reached within fifteen (15) days of the date on which either Party first notified the other Party that a Dispute exists, either Party shall have the right to have the Dispute determined in accordance with General Condition 36.2.

- 36.2 **Mediation:** The mediator is to be appointed by agreement between the Parties and, in the absence of agreement within five (5) working days of the receipt by one Party of a written notice to concur in the appointment of a mediator, by the Mediators' Institute of Ireland ("MII"). The mediation will be in Dublin and the costs of the mediation shall be shared equally between the Parties. In the event that the matter is not resolved within twenty eight (28) days of the mediator being appointed (or such longer period as may be agreed in writing between the Parties), then either Party may (but for the avoidance of doubt not be obliged to do so) commence court proceedings for the determination of the Dispute in question.
- 36.3 **Construction Contracts Act 2013:** If any payment dispute arises under this Connection Agreement, notwithstanding any other provision of this General Condition 36, either Party may refer it to adjudication at any time and the provisions of the Construction Contracts Act 2013 shall apply.
- 36.4 **Performance to Continue During Dispute:** Insofar as practicable, the Parties shall continue to implement the terms of this Connection Agreement notwithstanding the initiation of mediation or Court proceedings and pending the outcome of any Dispute. No payment due to or payable by Uisce Éireann or the Developer shall be withheld on account of a pending reference to the dispute resolution mechanism except to the extent that such payment is the subject of the Dispute. However, Uisce Éireann shall not be obliged to carry out the Connection Works unless it is in receipt of the Connection Charge.
- 36.5 **Survival:** The provisions of General Condition 36.2 and 36.3 shall continue after the termination of this Connection Agreement where notice of the existence of the Dispute was given under General Condition 36.1 prior to termination. Nothing in this Connection Agreement is intended to prejudice the referral of a dispute to the Commission for Regulation of Utilities for determination in accordance with Uisce Éireann's Customer Handbook.

37. NEW INDUSTRY STRUCTURE AND INDUSTRY REGIME

- 37.1 If, after execution of this Connection Agreement, there shall be enacted and brought into force any Legal Requirement for:
- 37.1.1 the further reorganisation of the water industry in Ireland or any material part of it;
 - 37.1.2 the further facilitation of the introduction of third party interests into the affairs of the water industry in Ireland or any part of it; or
 - 37.1.3 the amendment or variation of any policy of Uisce Éireann or the manner in which the Network(s) and any agreements or protocols related thereto are organised;

which necessitates a variation to this Connection Agreement, the Parties shall effect such changes as are reasonably necessary so as to ensure that the operations contemplated by this Connection Agreement shall be conducted in a manner which is consistent with the effect of the new Legal Requirement and most closely reflects the intentions of the same with effect from the date thereof provided that any such amendment will be of no greater extent than is required by reason of the same.

- 37.2 If any variation proposed under General Condition 37.1 has not been agreed by the Parties within three (3) months of it being proposed (the Parties acting as soon as reasonably practicable), either Party may refer to the Commission for Regulation of Utilities for determination and the Parties agree to abide by and to give effect to the Commission's determination, if necessary by entering into an agreement supplemental to this Connection Agreement.
- 37.3 Such changes shall have effect upon the date upon which the Legal Requirement in question is brought into force with such transitional arrangements as shall be reasonable and as are in compliance with the new legislation, directive, rule, regulation, direction, statutory instrument or order, referred to in General Condition 37.1.

SCHEDULE 1

FORM OF CERTIFICATES

Conformance Certificate

(Capitalised terms not otherwise defined herein shall have the meaning given to them in the Connection Agreement)

This Conformance Certificate is issued on foot of a request by the Developer/Customer and based on inspections of the installed Water and Wastewater Services Infrastructure and Connection Facilities and an assessment of the Final Documentation submitted by the Developer/Customer.

This Conformance Certificate will instigate the completion by Uisce Éireann of the relevant Tie-In Works between the Water and Wastewater Services Infrastructure installed in the Developer/Customer site/property and the Network(s) in the ownership of Uisce Éireann. Uisce Éireann shall use reasonable endeavors to complete the Tie-In Works within thirty (30) Business Days of the date of issue of this Conformance Certificate.

Based on the inspections carried out by or on behalf of Uisce Éireann, Uisce Éireann is satisfied that the Water and Wastewater Services Infrastructure and Connection Facilities have been completed in accordance with the relevant Connection Agreement and that the Final Documents are in order.

This Conformance Certificate commences the Defects Liability Period during which time the Developer is responsible for the making good of defects imperfections, shrinkages or other faults in respect of the Water & Wastewater Services Infrastructure and/or Connection Facilities as may be required in writing by Uisce Éireann. The Defects Liability Period may be extended by Uisce Éireann for a period equal to the sum of any periods after the issue of the Conformance Certificate during which the Water & Wastewater Services Infrastructure and/or Connection Facilities cannot be used for Water Services by reason of a defect or damage or where the Water & Wastewater Services Infrastructure and/or Connection Facilities have not been completed in accordance with the Connection Agreement.

Uisce Éireann shall, at its discretion, undertake inspections, surveys, investigations to assess the continued adequacy of the Water & Wastewater Services Infrastructure and/or Connection Facilities during the Defects Liability Period. When required, Uisce Éireann will notify the Developer in writing of the need for repair, reconstruction or rectification works in relation to the Water & Wastewater Services Infrastructure and/or Connection Facilities. The Developer shall execute or secure the execution of all works of accommodation or works of repair, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults in respect of the Water & Wastewater Services Infrastructure and/or Connection Facilities, as may be required of the Developer in writing by Uisce Éireann during the Defects Liability Period. All such works shall be carried out at the Developer's expense. If the Developer shall fail to execute or secure the execution of works as aforesaid Uisce Éireann shall be entitled to carry out such works and shall be entitled to recover from the Developer the costs and expenses reasonably incurred by Uisce Éireann in so doing.

This Conformance Certificate is accompanied by a SCHEDULE of CORRECTIONS which lists minor works that Uisce Éireann deems necessary to be carried out on the infrastructure installed by the Developer. The Developer/Customer agrees to undertake the works listed in the SCHEDULE of CORRECTIONS as soon as possible

Section A - Customer Details

- 1 Customer's Details _____
- 2 Developer's Details (if different from Customer) _____
- 3 Agent's Details (if relevant) _____
- 4 Consultant's Details (if relevant) _____
- 5 Uisce Éireann Reference Number _____

Section B - Site Details

- 6 Site address: _____
- 7 Name of Local Authority: _____
- 8 Planning Application No: _____
- 9 Irish National Grid co-ordinates: _____
- 10 WPRN No. associated with the connection: _____

Section C – Conformance Certificate

The Conformance Certificate is issued by Uisce Éireann and is based on inspections of the Water & Wastewater Services Infrastructure and Connection Facilities and an assessment of the Final Documentation provided by the Customer/Developer as part of its request for a Conformance Certificate. Uisce Éireann reserve the right to request further infrastructure tests, measurements or further information should any of the infrastructure alter after the date of issue of this Conformance Certificate

Uisce Éireann has examined the Water & Wastewater Services Infrastructure, Connection Facilities and the Final Documentation provided and, as a condition of this Certification, instructs that the list of work included in the attached SCHEDULE OF CORRECTIONS be completed as soon as possible

Development: _____	
Issued to: _____ _____	
Issued by :	Date issued
Signed: On behalf of Uisce Éireann	

Completion Certification

(Capitalised terms not otherwise defined herein shall have the meaning given to them in the Connection Agreement)

This Completion Certificate is issued on foot of a request by the Developer/Customer and based on final inspections by Uisce Éireann of the installed Water and Wastewater Services Infrastructure and Connection Facilities and a re-assessment of the Final Documentation which was submitted by the Developer/Customer with the request for the provision of the Conformance Certificate.

This Completion Certificate serves as a notice of the end of the Defects Liability Period.

On expiry of the Defects Liability Period and subject to the Developer having complied with its obligations pursuant to General Condition 13, Uisce Éireann issues this Completion Certificate to the Developer. Uisce Éireann shall be entitled to deduct from and/or make a claim against the Self-Lay Surety/Relevant Local Authority Security and/or any Required Security for any costs which Uisce Éireann has incurred:

- in undertaking any works referred to in General Condition 11.17 and/or 11.19 of the Connection Agreement or any other works of construction, reconstruction, maintenance, rectification or repair or making good of defects imperfections, shrinkages or other faults by reason of the Developer or its contractor failing to complete in a good and workmanlike manner and in accordance with the Connection Agreement the entirety of the Water & Wastewater Services Infrastructure and Connection Facilities; and
- towards invoices or sums payable by virtue of any actions, claims or demands made against Uisce Éireann by any third party as a result of any act or default by the Developer or its contractor.

Subject to the above, Uisce Éireann shall:

- return the Self-Lay Surety/Required Security (or any remaining balance thereof) to the Developer in accordance with General Condition 11.18; and/or
- confirm to the Local Authority that Uisce Éireann has no further interest in any remaining balance of the Relevant Local Authority Security insofar as it relates to Water and Wastewater Services Infrastructure.

Section A - Customer Details

- 1 Customer's Details: _____
- 2 Developer's Details (if different from Customer): _____
- 3 Agent's Details (if relevant): _____
- 4 Consultant's Details (if relevant): _____
- 5 Uisce Éireann Reference Number:

Section B - Site Details

- 6 Site address: _____
- 7 Name of Local Authority: _____
- 8 Planning Application No: _____
- 9 Irish National Grid co-ordinates: _____
- 10 WPRN No. associated with the connection: _____

Section C - Certificate of Completion

The Completion Certificate is issued by Uisce Éireann and is based on a final inspection of the Water & Wastewater Services Infrastructure and Connection Facilities and a review of the Final Documentation that was provided by the Customer/Developer as part of its request for a Conformance Certificate.

Development: _____

Issued to: _____

Issued by : _____ **Date issued:** _____

Signed: _____

On behalf of Uisce Éireann

SCHEDULE 2

DATA PROTECTION

1. If and to the extent personal data is processed pursuant to this Connection Agreement, the provisions of this Schedule 2 shall apply. "Data Protection Law" means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.
2. It is necessary for Uisce Éireann to collect and use personal data relating to the Developer in respect of this Connection Agreement, such as the Developer's name, address, contact details, financial information (depending on payment method) and other data provided by the Developer as part of its application. Where such personal data is provided, the relevant controller is Uisce Éireann. This data will be used to enable Uisce Éireann to carry out its obligations under this Connection Agreement and to manage its relationship with the customer, such as arranging payments, visits to the Developer's Premises and scheduling construction activities. Uisce Éireann's legal basis for processing such personal data in accordance with the provisions of this Schedule 2 is that it is necessary for the exercise of official authority vested in Uisce Éireann. Uisce Éireann may keep the Developer's data for a reasonable period after the Developer ceases to be supplied with Water Services but will not keep it for any longer than is necessary and/or as required by Applicable Law.
3. Uisce Éireann may share the Developer's personal data with other members of the Ervia group and agents who act on behalf of Uisce Éireann in connection with the activities referred to above. Such agents are only permitted to use the Developer's data as instructed by Uisce Éireann. They are also required to keep the Developer's data safe and secure.
4. From time to time the Developer may speak to employees of Uisce Éireann (or agents acting on its behalf) by telephone. To ensure that Uisce Éireann can provide a quality service, telephone conversations with the Developer may be recorded. Uisce Éireann will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of the Developer's conversations with Uisce Éireann or any other purposes mentioned in this notice.
5. Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission. The provision of such personal data is not a contractual requirement, however, failure to provide sufficient information may affect the completeness of your application. If the Developer wishes to avail of these rights or for further information please contact Uisce Éireann in writing at FREEPOST, Uisce Éireann, Data Protection officer, PO Box 6000, Talbot Street, Dublin 1 or via email to dataprotection@ervia.ie
6. Uisce Éireann endeavours to use appropriate technical and physical security measures to protect all personal data which is transmitted, stored or otherwise processed by Uisce Éireann, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access. Uisce Éireann's service providers are also selected carefully and required to use appropriate protective measures.

7. As effective as modern security practices are, no physical or electronic security system is entirely secure. The transmission of information via the internet is not completely secure. Although Uisce Éireann will do its best to protect the Developer's data, Uisce Éireann cannot guarantee the security of all data transmitted to Uisce Éireann. Any transmission of data to Uisce Éireann is at the Developer's risk. Once Uisce Éireann receives the data, Uisce Éireann will use appropriate security measures to seek to prevent unauthorised access. Uisce Éireann will continue to revise policies and implement additional security features as new technologies become available.
8. In the event that there is an interception or unauthorised access to the Developer's personal data, Uisce Éireann will not be liable or responsible for any resulting misuse of the Developer's personal information.
9. For further information on how Uisce Éireann treats the personal data of Developers when providing Water Services, please see our Data Protection Notice on www.water.ie. Alternatively, please contact us at the details above for Uisce Éireann's Data Protection Notice.
10. In connection with the above Uisce Éireann may transfer the Developer's personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a "Third Country"). If and to the extent that Uisce Éireann does so, Uisce Éireann will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission or, in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Privacy Shield framework (or any replacement framework). Further details of the measures that Uisce Éireann has taken in this regard are available on request from Uisce Éireann.
11. Uisce Éireann reserves the right to change and/or update its Data Protection Notice at any time at Uisce Éireann's sole discretion. If Uisce Éireann makes changes, Uisce Éireann will publish updated notices on www.water.ie.

Appendix 3

Special Conditions - Part 1

Description of the works to be undertaken by the Developer

The Parties have agreed that, in addition to completing the Self-Lay Works, the Developer shall also complete the Connection Works (including commissioning of the connection(s) to the Network(s)), with the exception of the Tie-In Works to the Network(s) which shall be completed by Uisce Éireann (or agents on its behalf). The Connection Works to be completed by the Developer are more fully described in Appendix 5 Part 1B. The Developer acknowledges and agrees that references to the Self-Lay Works throughout this Connection Agreement shall, as the context so admits or requires, be construed as including those elements of the Connection Works to be completed by the Developer.

Notes		
SECTION 3.0 – Special Conditions pertaining to the Water/Wastewater Service Connection(s)		
SECTION 3.1 - Water Service Connection(s)		
1	Distance from Development to Connection Point in metres (Service Connection).	6 m
2	Diameter of Service Connection required (external diameter in mm).	150 mm
3	Diameter of meter required (external diameter in mm).	80 m
4	Distance from Service Connection Point to the existing mains in metres (Mains Extension).	1600 m
5	(i) Uisce Éireann Field Engineer to supervise Tie-In Works between the Development and the Developer's Connection Works at the Connection Point on Ballycullen Road as more particularly shown on Drawing No. [] included herein at Appendix 5, Part 1B: (ii) Uisce Éireann will complete the Tie-In Works between the Developer's Connection Works and the existing Uisce Éireann Network at the Connection Point at the Ballycullen Road Junction as more particularly shown on Drawing No. [] included herein at Appendix 5, Part 1B.	
6	Uisce Éireann cannot guarantee that its Network in any location will have the capacity to deliver a particular flow rate and associated residual pressure to meet the requirements of the relevant Fire Authority.	
7	The design & construction of the new proposed water connection to be in accordance with the IW Codes of Practice and Standard Details. These are available from the IW website at www.water.ie/connections	
8	Once this Connection Offer has been accepted with payment and signed counterpart returned, Uisce Éireann will commence the design of the Tie-In Works and obtain all relevant statutory approvals including obtaining a Road Opening Licence (ROL) to allow the Tie-In Works commence. It may take some time to obtain the ROL. Once these approvals are in place and design stage is complete we will contact you 14 days in advance of the proposed Tie-In Works taking place.	
SECTION 3.2 - Wastewater Service Connection(s)		

1	Distance from Development to Connection Point in metres (Service Connection).	6	m
2	Diameter of Service Connection required (internal diameter in mm).	225	mm
3	Distance from Service Connection Point to the existing mains in metres (Mains Extension).	2200	m
4			
5	<p>(i) Uisce Éireann Field Engineer to supervise Tie-In Works between the Development and the Developer's Connection Works at the Connection Point on Stocking Lane as more particularly shown on Drawing No. [] included herein at Appendix 5, Part 1B</p> <p>(ii) Uisce Éireann will complete the Tie-In Works between the Developer's Connection Works and the existing Uisce Éireann Network at the Connection Point at the Stocking Lane Junction as more particularly shown on Drawing No. [] included herein at Appendix 5, Part 1B.</p>		
7	The design & construction of the new proposed wastewater connection to be in accordance with the IW Codes of Practice and Standard Details. These are available from the IW website at www.water.ie/connections		
8	No storm runoff shall drain to the public foul sewer		
10	Once this Connection Offer has been accepted with payment and signed counterpart returned, Uisce Éireann will commence the design of the Tie-In Works and obtain all relevant statutory approvals including obtaining a Road Opening Licence (ROL) to allow the Tie-In Works commence. It may take some time to obtain the ROL. Once these approvals are in place and design stage is complete we will contact you 14 days in advance of the proposed Tie-In Works taking place.		

Appendix 3
Special Conditions - Part 2

Special Conditions relating to Connection Offers for Partially or Fully Completed Developments

These Special Conditions apply to developments where Self-Lay Works have commenced and where the Water and Wastewater Services Infrastructure has been partially or completely installed.

The connection of the Development's Water and Wastewater Services Infrastructure to the Networks is strictly subject to compliance by the Developer with the requirements of the General Conditions, as amended by these Special Conditions, for the entirety of the Water and Wastewater Services Infrastructure within the Development (including any Self-Lay works which have been either partially or fully completed prior to the date of the Developer's acceptance of the Connection Offer). The definition of "*Water and Wastewater Services Infrastructure*" in the General Conditions is hereby amended to also incorporate all Self-Lay Works within/relating to the Development which have been completed in respect of the Development, including those completed or partially completed prior to the date of the Developer's acceptance of the Connection Offer.

1. Special Conditions

- 1.1. The Developer shall ensure that all Requisite Consents are in place for the Development.
- 1.2. The Water and Wastewater Services Infrastructure shall be constructed:
 - 1.2.1. in accordance with the General Conditions and all Special Conditions in of Appendix 3;
 - 1.2.2. in accordance with the requirements of the Specification(s) included in Appendix 5 of the Connection Offer;
 - 1.2.3. in substantial compliance with the Relevant Standards included in Appendix 6 of the Connection Offer; and
 - 1.2.4. in compliance with the design approved by Uisce Éireann, pursuant to which Uisce Éireann has issued the Statement of Design Acceptance, as applicable.
- 1.3. The Developer shall supply to Uisce Éireann all relevant Final Documents (including as-constructed drawings and/or records) to demonstrate compliance of the Water and Wastewater Services Infrastructure with Special Condition 1.2 (Appendix 3, Part 2).
- 1.4. For the purposes of these Special Conditions, the Defects Liability Period for the Water and Wastewater Services Infrastructure shall be 12 months after connection of the last water services connection and boundary box to the last Premises in the Development. This Defects Liability Period may be extended, at the sole discretion of

Uisce Éireann, if defects or issues of non-compliance with the Relevant Standards arise in the water supply or the wastewater collection elements of the Water and Wastewater Services Infrastructure during the Defects Liability Period.

- 1.5. Release of the Self-Lay Surety/Required Security shall only occur at the end of the extended Defects Liability Period as set out in Special Condition 1.4 (Appendix 3, Part 2).
- 1.6. All Grants of Wayleaves and Easements for the Water and Wastewater Services Infrastructure shall be provided in accordance with General Condition 13.
- 1.7. If, following assessment by Uisce Éireann, any remedial work is required to address any deficiencies in the water supply or wastewater collection elements of the Water and Wastewater Services Infrastructure, the Developer must provide Uisce Éireann with a proposed programme of works for approval no later than ten (10) working days prior to commencement of any such remedial works.
- 1.8. The completion of any specified remedial works by the Developer shall be a precondition to the issuance by Uisce Éireann of a Conformance Certificate or Completion Certificate, as applicable. The Developer shall confirm when the remedial works have been completed, whereupon Uisce Éireann (or its agent) will carry out an inspection of the works. If as a result of such inspection, further remedial works are found to be required, the provisions of Special Conditions 1.7 and 1.8 (Appendix 3, Part 2) shall apply to such further remedial works as may be required. Any dispute(s) regarding the remedial works shall be dealt with pursuant to General Condition 36.
- 1.9. The Developer shall, as and when required by Uisce Éireann, be obliged to comply with the following additional technical requirements;
 - 1.9.1. The Developer shall provide test results of samples that have been removed from butt fusion weld areas and electrofusion couplers to Uisce Éireann's field engineer as requested to establish the quality of workmanship in respect of the Water and Wastewater Services Infrastructure.
 - 1.9.2. The Developer shall comply with any additional requests from field engineers that are deemed necessary to establish the quality of the Water and Wastewater Services Infrastructure that has been installed.

2. Special Conditions – Water [Water and Wastewater Services Infrastructure]

- 2.1. The Developer shall undertake the following surveys/investigations/tests to confirm to Uisce Éireann the integrity of the water supply elements of the Water and Wastewater Services Infrastructure:
 - 2.1.1. intrusive ground investigations including slit trenches, cores and trial holes at locations specified by Uisce Éireann to confirm substantial compliance with the requirements of the Code of Practice for Water Infrastructure;

- 2.1.2. water audits, condition surveys and associated reports on all water supply elements of the Water and Wastewater Services Infrastructure, as required;
 - 2.1.3. pressure testing of the water supply elements of the Water and Wastewater Services Infrastructure in accordance with the Code of Practice for Water Infrastructure ; and
 - 2.1.4. cleaning, swabbing, chlorination of the water supply elements of the Water and Wastewater Services Infrastructure; water quality sampling/testing in accordance with the Code of Practice for Water Infrastructure.
- 2.2. Pending the issue of the relevant Completion Certificate by Uisce Éireann, the maintenance and operation of any associated water booster stations within or serving the Development will remain the responsibility of the Developer and/or any estate management company to which the water booster stations have been transferred by the Developer. In the event that such maintenance and/or operation are not undertaken by the Developer and/or any estate management company, Uisce Éireann reserves the right to undertake these functions and to recover its reasonable cost from the Developer. Otherwise, Uisce Éireann shall have no responsibility for the water booster stations and no liability, howsoever arising, shall attach to Uisce Éireann in this regard.
- 2.3. Bulk meter(s) will be fitted at the water supply Connection Point(s) for the Development. Bulk meter logging will be carried out by the Developer using an agreed service provider. The costs associated with the provision of the bulk meter and the bulk meter logging for the Development shall be borne by the Developer.
- 2.4. The Developer will be informed of any leakage determined from the bulk meter loggings and shall undertake investigations to locate the causes of the leaks. The Developer shall undertake any necessary repairs in accordance with Special Condition's 1.7 & 1.8 (Appendix 3 Part 2). Completion of the said repairs shall be verified by way of close out readings from the relevant bulk meter(s) which shall be taken by Uisce Éireann.

3. Special Conditions – Wastewater [Water and Wastewater Services Infrastructure]

- 3.1. The Developer will undertake the following surveys/investigations/tests to confirm to Uisce Éireann the integrity of the Wastewater collection elements of the Water and Wastewater Services Infrastructure:
 - 3.1.1. intrusive ground investigations including slit trenched, cores and trial holes at locations specified by Uisce Éireann to confirm substantial compliance with the requirement of the Code of Practice for Wastewater Infrastructure;
 - 3.1.2. CCTV surveys, manhole condition surveys and associated reports on all Wastewater collection elements of the Water and Wastewater Services Infrastructure, as required;

- 3.1.3. flow and load surveys for the Wastewater collection elements of the Water and Wastewater Services Infrastructure; dye testing of the Wastewater collection elements of the Water and Wastewater Services Infrastructure /Storm Water Sewer to ensure that there are no improper connections to/between either of these; sampling and associated testing of the Storm Water Sewer flow to ensure no Wastewater contamination;
 - 3.1.4. testing of all Wastewater gravity collection pipes within the Water and Wastewater Services Infrastructure and infiltration/exfiltration testing of associated manholes/chambers in accordance with the requirements of the Code of Practice for Wastewater Infrastructure; and
 - 3.1.5. pressure testing of Wastewater pressure mains (if present) associated with the Wastewater collection elements of the Water and Wastewater Services Infrastructure in accordance with the Code of Practice for Wastewater Infrastructure.
- 3.2. Pending the issue of the relevant Completion Certificate by Uisce Éireann, the maintenance and operation of any associated Wastewater pump stations within or serving the Development will remain the responsibility of the Developer and/or any estate management company to which the Wastewater pump stations have been transferred by the Developer. In the event that such maintenance and/or operation are not undertaken by the Developer and/or any estate management company, Uisce Éireann reserves the right to undertake these functions and to recover its reasonable cost from the Developer. Otherwise, Uisce Éireann shall have no responsibility for the Wastewater pump stations and no liability, howsoever arising, shall attach to Uisce Éireann in this regard.

Appendix 3
Special Conditions - Part 3

**Special Conditions relating to Developments with Connections via Third Party
Infrastructure**

Not Required

Appendix 3
Special Conditions - Part 4

**Special Conditions relating to Connection Offers for Gated and/or Private
Developments**

Appendix 3
Special Conditions - Part 5

Special Conditions relating to Connection Offers where a Diversion Agreement is required to facilitate diversion of a Water Main and/or Sewer

Appendix 3
Special Conditions - Part 6

Special Conditions relating to Connection Offers where a Major Connection Agreement is required in conjunction with the Self-Lay Works

Appendix 3
Special Conditions - Part 7

Special Conditions relating to Uisce Éireann's First Mover Scheme

First Mover/Subsequent Mover	Applicable Yes/No	Description
First Mover	Yes	<p>The Wastewater Connection Works for the Development to be constructed by the Developer as part of the Self-Lay Works, as more particularly shown on Drawing No. [DMVC-ROD-HUT-XX-DR-CE-00031, DMVC-ROD-HUT-XX-DR-CE-00032, DMVC-ROD-HUT-XX-DR-CE-00033, DMVC-ROD-HUT-XX-DR-CE-00034, DMVC-ROD-HUT-XX-DR-CE-00035, DMVC-ROD-HUT-XX-DR-CE-00036, DMVC-ROD-HUT-XX-DR-CE-00037, DMVC-ROD-HUT-XX-DR-CE-00038, DMVC-ROD-HUT-XX-DR-CE-00039, DMVC-ROD-HUT-XX-DR-CE-00050, DMVC-ROD-HUT-XX-DR-CE-00051, DMVC-ROD-HUT-XX-DR-CE-00052, DMVC-ROD-HUT-XX-DR-CE-00053] appended hereto in Appendix 5, Part 1B, will qualify as a First Mover Asset for the purposes of Uisce Éireann's First Mover scheme.</p> <p>Subject to the Developer having opted-in to the First Mover Scheme in its Letter of Acceptance of this Connection Agreement and compliance with the terms of this Connection Agreement, Uisce Éireann will administer the First Mover Scheme.</p>
Subsequent Mover	No	<p>The connection of the Development to the Uisce Éireann water and Wastewater Networks does NOT include connection(s) through a previously constructed First Mover Asset(s).</p>

Synergy split¹	Yes	<p>Total length of First Mover Asset(s) = 1600m of watermain and 2200m of wastewater main</p> <p>Total length of other works in the public road being delivered by the Developer = 2200m</p> <p>Total length of all works = 2200m</p> <p>The proportion of total costs that represents the First Mover Asset only = 50%</p>
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1. Uisce Éireann's First Mover scheme is the mechanism by which Uisce Éireann seeks to apportion the costs of building eligible Network extensions across the developments connected through them. Further information on the First Mover scheme may be found at Sections 4.3 and 4.4 of the Water Charges Plan.
2. First Mover Disadvantage is where a First Mover Developer funds a Water Main or Sewer extension (a First Mover Asset) and subsequently other developers (Subsequent Mover Developers) make use of the First Mover Asset without contributing to the capital costs that the First Mover Developer incurred for the First Mover Asset.
3. Developers impacted by First Mover Disadvantage may qualify for a Shared Quotable Rebate (SQR). Developers who qualify as First Mover Developers and who have opted into the First Mover scheme may receive a SQR when subsequent developments are connected through a First Mover Asset constructed by the First Mover Developer. The SQR, if applicable, will be paid from the Shared Network Infrastructure Charge (SNIC) charged to the Subsequent Mover Developer(s). for the avoidance of doubt, First Mover Disadvantage only applies where a Developer is installing a new Water Main and/or Sewer extension and does not arise where an existing pipe(s) is being upsized.

First Mover

4. If the Development to which this Connection Agreement relates includes the construction of a First Mover Asset then, subject to the Developer opting into the scheme as part of its acceptance of this Connection Offer, the Developer may qualify for a Shared Quotable Rebate (SQR). If eligible, the SQR will be payable when subsequent developments are connected to the Uisce Éireann Network(s) through a First Mover Asset completed by a First Mover Developer.

¹ A synergy split arises where qualifying Connection Works to be completed by the Developer coincide with other works to be delivered by the Developer in the public road. Where a synergy split occurs:

- the Developer's costs for the other works to be completed by it will not be included in the SQR rebate calculation;
- the Developer's total costs for all works in the public road will be pro-rated to reflect the cost of completing the qualifying Connection Works (i.e. construction of the First Mover Asset) only. The proportion of the Developer's total costs that represents the cost of completing the qualifying Connection Works will be agreed between the Developer and Uisce Éireann in advance of the commencement of the Self-Lay Works and included in Appendix 4 of the Connection Agreement.

- a. Arising from the above, the Parties agree that:
- i. the following new General Condition 10.2 shall be added after existing General Condition 10.1:

“10.2 First Mover Scheme

The Developer has opted-in to the First Mover scheme. The Developer acknowledges and agrees that it may qualify for a Shared Quotable Rebate if:

10.2.1 the First Mover Asset constructed by the Developer is subsequently used to connect other developments to the Network(s). Subsequent connections must take place within ten (10) years of the date on which the Letter of Acceptance for the Development for which the First Mover Asset was constructed by the Developer; and

10.2.2 provided always that the First Mover Asset has been completed in accordance with the Programme for the Connection Works and that the Developer has provided Uisce Éireann with the First Mover Financial Information, together with any supplementary financial information requested by Uisce Éireann, in compliance with GC11.13.

The Shared Quotable Rebate will be paid to the Developer upon connection of subsequent developments through the First Mover Asset and will be funded using the Standard Network Infrastructure Charge(s) payable in respect of subsequent developments.

In the event that Uisce Éireann completes any part of the First Mover Asset contemplated for completion by the Developer pursuant to Appendix 5, Part 1B of this Connection Agreement, then the Shared Quotable Rebate will be calculated based on that part of the First Mover Asset completed by Uisce Éireann, subject always to the provisions of GC11.19. The Shared Quotable Rebate will also be subject to reassessment by Uisce Éireann where the First Mover Asset is only completed by the Developer significantly outside of the Programme for Connection Works.”

- ii. General Condition 11 shall be amended as follows:
1. existing General Condition 11.13 shall be deleted in its entirety and replaced with the following:

“11.13 The Developer shall notify Uisce Éireann in writing when the Water & Wastewater Services Infrastructure and Connection Facilities have been completed and are ready to be connected to the Waterworks and/or Wastewater Works (as the case may be). This notification shall be accompanied by a set of Final Documents., First Mover Financial Information and such further information as Uisce Éireann may reasonably request to verify the costs incurred by the Developer in completing the First Mover Asset. The First Mover Financial Information must be provided to [email] no later than [] months following completion of the First Mover Asset.”

2. existing General Condition 11.14 shall be deleted in its entirety and replaced with the following:

“11.14 Within 10 Business Days of the notification as outlined above, Uisce Éireann will inspect the Water & Wastewater Services Infrastructure, the Connection Facilities and the Final Documents. Uisce Éireann reserves the right to request rectification of any defects found in the Water & Wastewater Services Infrastructure and/or Connection Facilities, and to request amendments of the Final Documents, should they be found to be not in accordance with this Connection Agreement. Such remediation of the Water & Wastewater Services Infrastructure and/or Connection Facilities and rectification of the Final Documents shall be undertaken in the timeline set out by Uisce Éireann. Uisce Éireann will separately undertake a review of the First Mover Financial Information and may require the provision of such further supplementary information as Uisce Éireann deems necessary to undertake the administration of the First Mover scheme. Any failure by the Developer to submit such further supplementary financial information within the timeline requested by Uisce Éireann will result in the Developer becoming ineligible for a Shared Quotable Rebate or any further payments/rebates, etc. in respect of the First Mover Asset.”

3. a new General Condition 11.22 shall be included as follows:

“11.22 The Developer has committed to completing the Connection Facilities in accordance with the Programme for the Connection Works. The Developer acknowledges and agrees that any failure by it to complete the required Connection Facilities in accordance with the Programme for the Connection Works (or any updated Programme for the Connection Works agreed by Uisce Éireann in writing) may result in Uisce Éireann revoking its permission for the Developer to undertake the Connection Facilities specified in Appendix 5, Part 1B. In such circumstances, or in the event of termination by the Developer pursuant to GC25.2.2, the Developer hereby consents to Uisce Éireann completing the relevant Connection Works. The Developer shall be entirely responsible for the costs incurred by Uisce Éireann of completing the Connection Facilities (including the costs of obtaining any additional consents for the Connection Facilities) and shall discharge such costs within 90 days of being requested to do so by Uisce Éireann, save in the case of termination pursuant to GC25.2.2 in which case Uisce Éireann shall be responsible for the costs of completing the Connection Facilities.”

- iii. General Condition 28 shall be deleted in its entirety and replaced with the following:

“28. Data Protection & Disclosure of Information

28.1 Data Protection

If and to the extent personal data is processed (as such terms are defined in the Data Protection Legislation) pursuant to this Connection Agreement, the provisions of Schedule 2 shall apply. The Developer acknowledges that Uisce Éireann will be required to retain information (including the First Mover Financial Information) arising from this Connection Agreement for the purposes of administering the First Mover scheme.

28.2 Disclosure of Information

From time to time, Uisce Éireann may be requested to provide information to third parties regarding the progress of connection(s) arising from this Connection Agreement. The Developer acknowledges and agrees that Uisce Éireann may disclose such

details as Uisce Éireann deems appropriate to respond to the relevant query, including the reason for any delays in the completion of connection(s).”

Subsequent Mover

5. If the Development to which this Connection Agreement relates is connecting through a First Mover Asset and is a subsequent development for the purposes of the First Mover scheme, then the Development will be subject to a Shared Network Infrastructure Charge (as part of the Connection Charge). In this case, the Developer acknowledges and agrees that the connection of the Development to the Network(s) is strictly subject to the completion of the First Mover Asset to be completed by the First Mover Developer. The estimated completion date of the First Mover Asset is currently [REDACTED]. The Developer acknowledges and agrees that:
- a. Uisce Éireann shall have no liability whatsoever or howsoever arising out of or in connection with any delays in the construction of the First Mover Asset by the relevant First Mover Developer, including any loss or damage suffered by the Developer in the making of a connection(s) between the Development and the Network(s);
 - b. in the event the First Mover Asset has not been constructed by the estimated completion date referred to in [REDACTED] above, Uisce Éireann reserves the right to terminate this Connection Agreement. Accordingly, the Parties agree that GC25 shall be amended as follows:
 - i. a new sub-clause 25.2.2 shall be included as follows:

“25.2.2 Uisce Éireann shall be entitled to terminate this Agreement on 14 days’ written notice to the Developer in the event that the First Mover Asset has not been constructed by the estimated completion date;
 - ii. the existing sequential sub-clause numbering and relevant cross-referencing within General Condition 25.2 shall be adjusted accordingly.

First Mover and Subsequent Mover

6. If the Development to which this Connection Agreement relates includes for construction of a First Mover Asset and subsequent connection through another First Mover Asset previously constructed (as a subsequent connection under the First Mover scheme), then:
- (i) the Developer may qualify for a SQR on the First Mover Asset constructed by them; and

- (ii) the Developer will be charged a SNIC as a Subsequent Mover for connection through the First Mover Asset constructed by others.

7. First Mover Scheme Definitions

First Mover Asset means a Water Main and/or Sewer extension which meets the eligibility criteria specified in Sections 4.3 and 4.4 of the Water Charges Plan and which is funded by a major connection agreement or a self-lay in the public road connection agreement and is described within the relevant connection agreement, as the context so admits or requires, as the Connection Facilities (to be completed by the First Mover Developer);

“First Mover Developer” means a person or a business who funds a Water Main and/or Sewer extension to which subsequent developers connect in the future;

“First Mover Disadvantage” means a specific aspect of Uisce Éireann’s Connection Charging Policy as approved by the CRU – CRU/202342. First Mover Disadvantage is where a First Mover Developer funds a First Mover Asset and subsequently other developers (Subsequent Mover Developers) make use of the First Mover Asset without contributing to the capital costs incurred by the First Mover Developer;

“First Mover Financial Information” means the information referred to in Table 4.4 – ‘Cost Items eligible for inclusion in the self-lay in the public road SQR calculation’ of the Water Charges Plan;

“Programme for the Connection Works” means the programme for the Connection Works to be completed by the Developer which has been agreed between the Developer and Uisce Éireann, inclusive of the date by which the Developer’s Connection Works must be ready for Tie-in to the Network(s), and included herein at Appendix [redacted];

“Subsequent Mover Developer” means a person or a business whose development connects to a First Mover Asset and who will be required to pay a Shared Network Infrastructure Charge. A Subsequent Mover Developer may also be entitled to receive a Shared Quotable Rebate in the event that further connections are made by other Subsequent Mover Developers to the relevant First Mover Asset;

“Shared Network Infrastructure Charge” (“SNIC”) means a charge paid by Subsequent Mover Developers to fund the Shared Quotable Rebate payable by Uisce Éireann to a First Mover Developer(s);

“Shared Quotable Rebate” (“SQR”) means a rebate payable to a First Mover Developer (or Subsequent Mover Developer) where a Subsequent Mover Developer(s) connects to a First Mover Asset. The rebate is payable when connection(s) is made to the First Mover Asset;

Appendix 3

Special Conditions - Costs

The Developer shall be responsible for all costs in connection with and/or arising out of the Special Conditions set out in this Appendix 3, including but not limited to any reasonable costs incurred by Uisce Éireann in excess of the Connection Charge and any restoration costs.

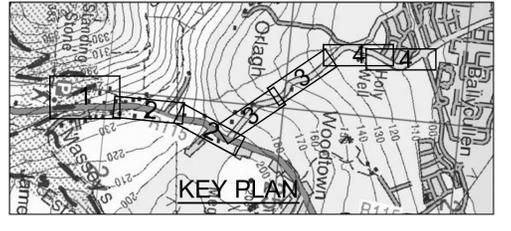
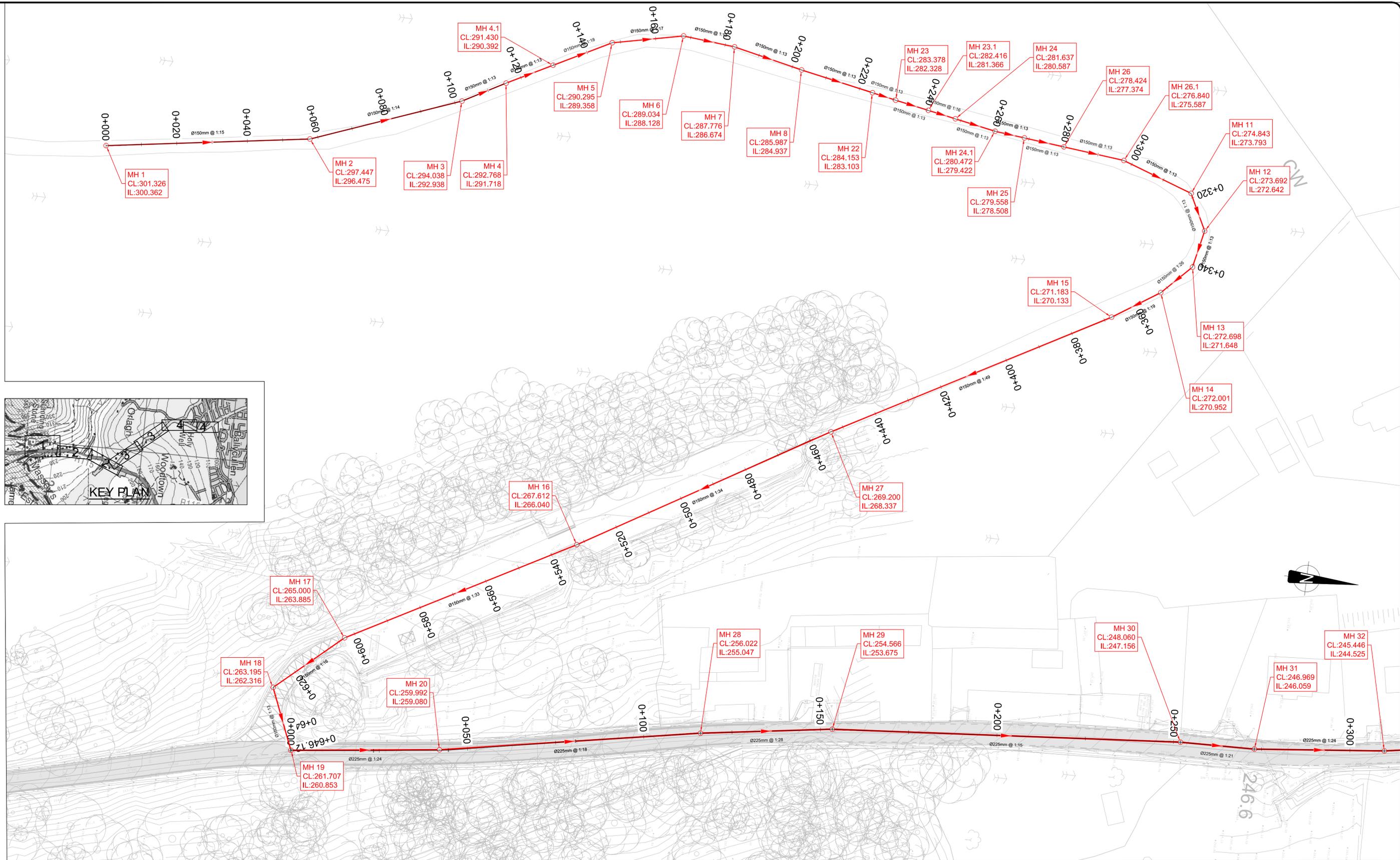
Appendix 4

Connection Charge Summary

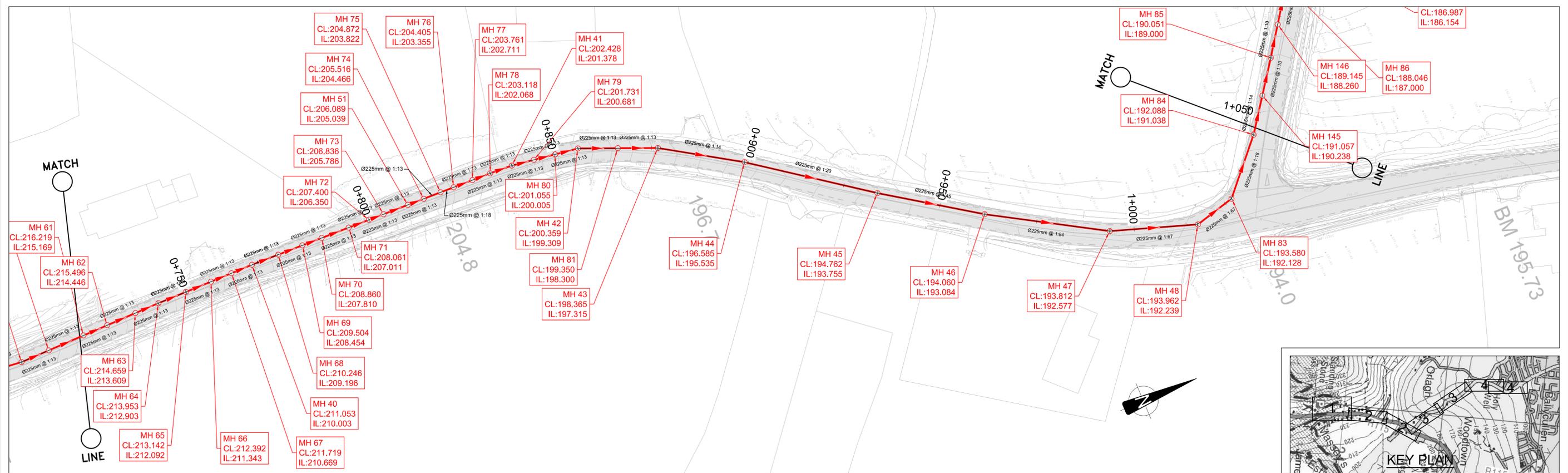
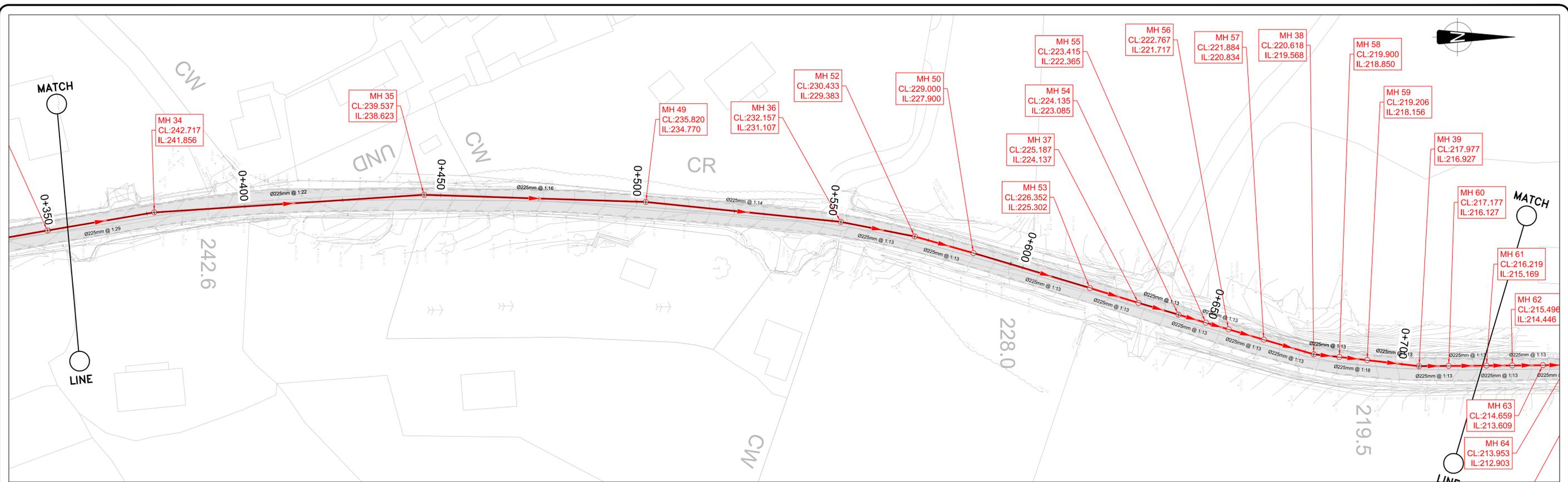
Connection Charge	
Water Connection Charge	
Standard Charge	€46,179.00
Standard Charge – Additional Service Length	€
Quotable Charge (excl. Road Opening Licence)	€
Quotable – UE QA	€10,420.00
Quotable – Additional Costs Associated with Road Opening Licence	
Sub total	€56,599.00
Wastewater Connection Charge	
Standard Charge	€23,344.00
Standard Charge – Additional Service Length	€
Quotable Charge (excl. Road Opening Licence)	
Quotable – UE QA	€10,420.00
Quotable – Additional Costs Associated with Road Opening Licence	
Sub total	€33,764.00
Total Connection Charge	€90,363.00

Surety Quotable	
Total Surety	€820,975.00

Appendix 5
Specification(s)
Part 1A (Self-Lay Works)



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		No.	Revision	Date	By	Chkd	App'd																	
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Drawing Number: DMVC - ROD - HUT - XX - DR - CE - 00031		Suitability Code - Description: S2 - Information/Planning		Project Originator Volume Location Type Role Number DMVC - ROD - HUT - XX - DR - CE - 00031		Scale (A1): 1:500		Date: April 2024		Job No: 23,144		Rev: P01												



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 - - - - - PROPOSED FOUL WATER SEWER/DRAIN WITH MANHOLE

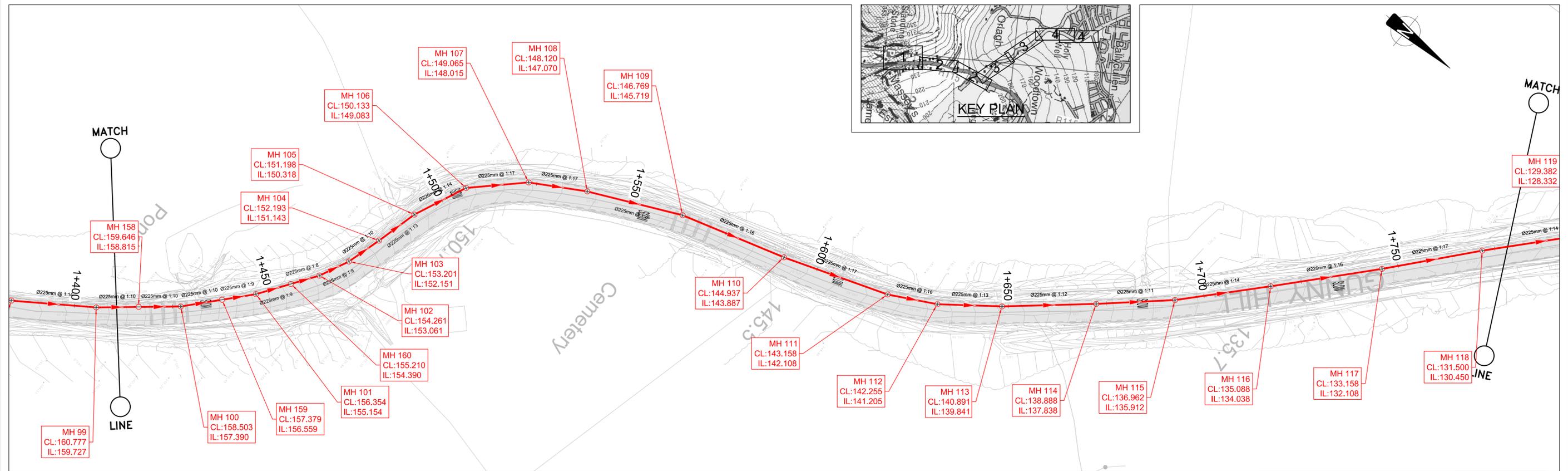
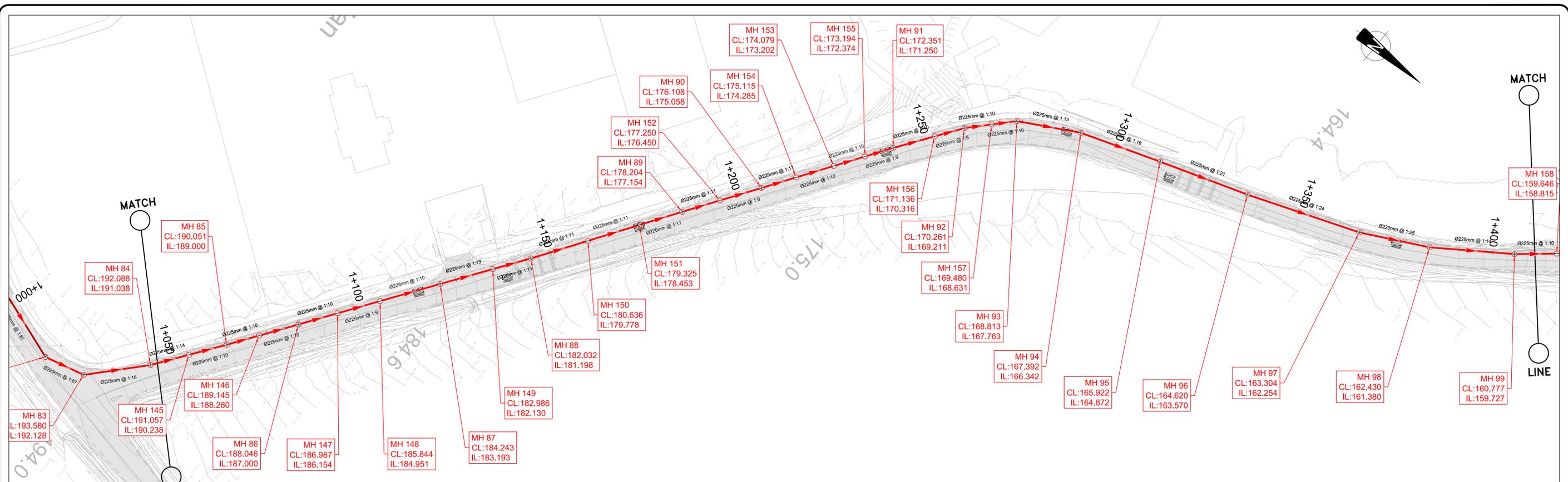
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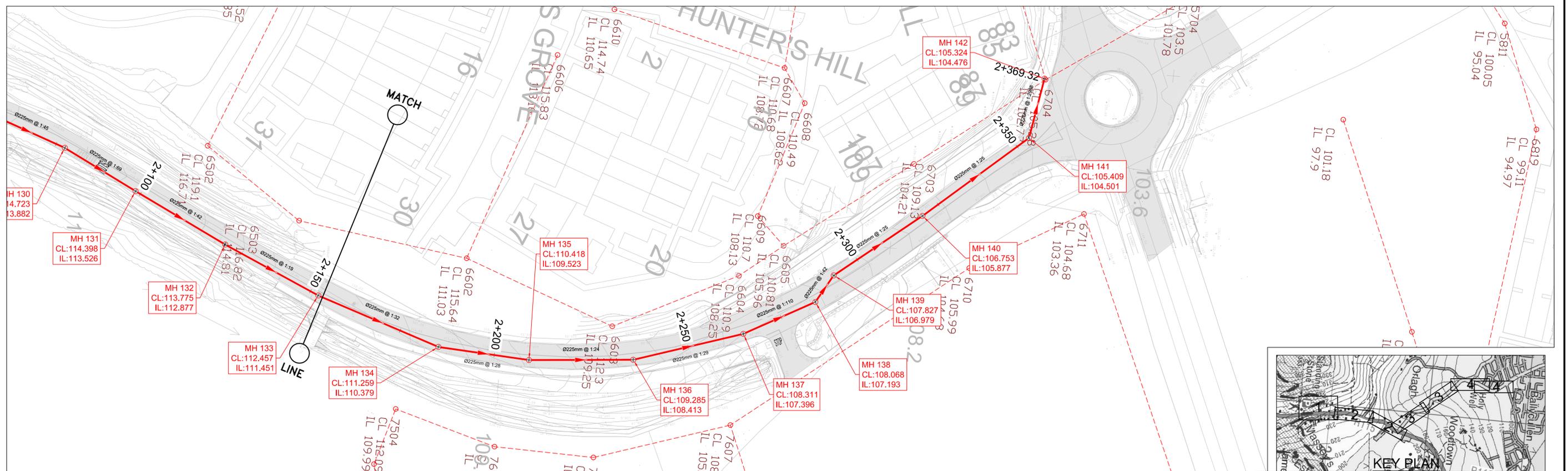
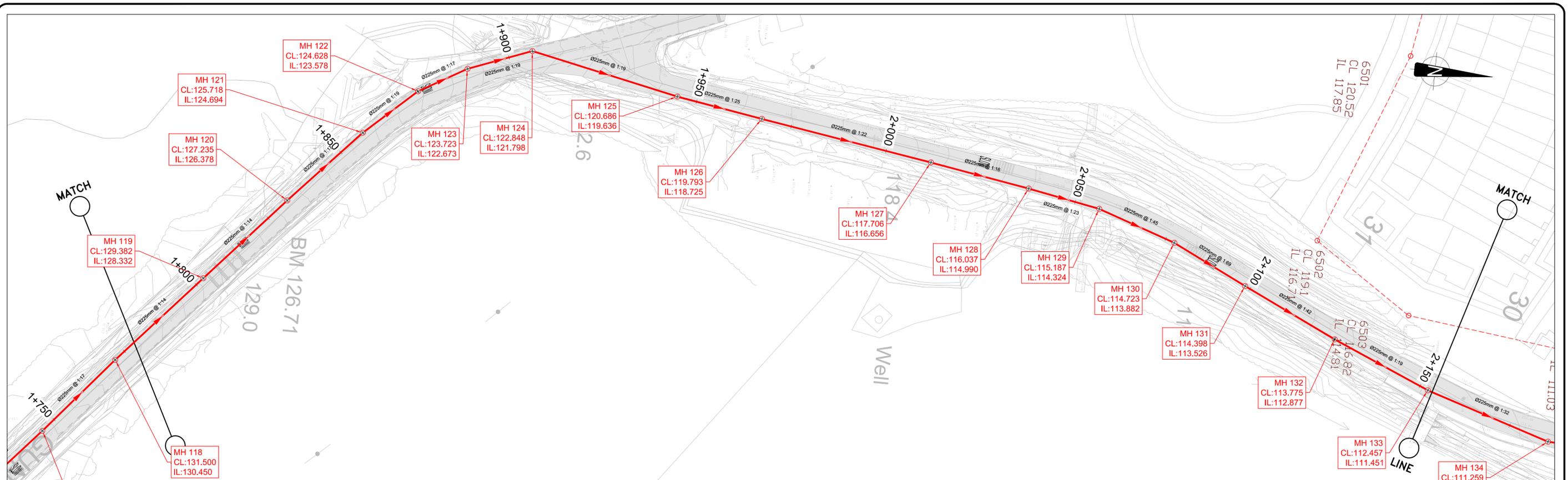
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RE	SK	AWT	AM	S2 - Information/Planning

Project Stage		DETAILED DESIGN			
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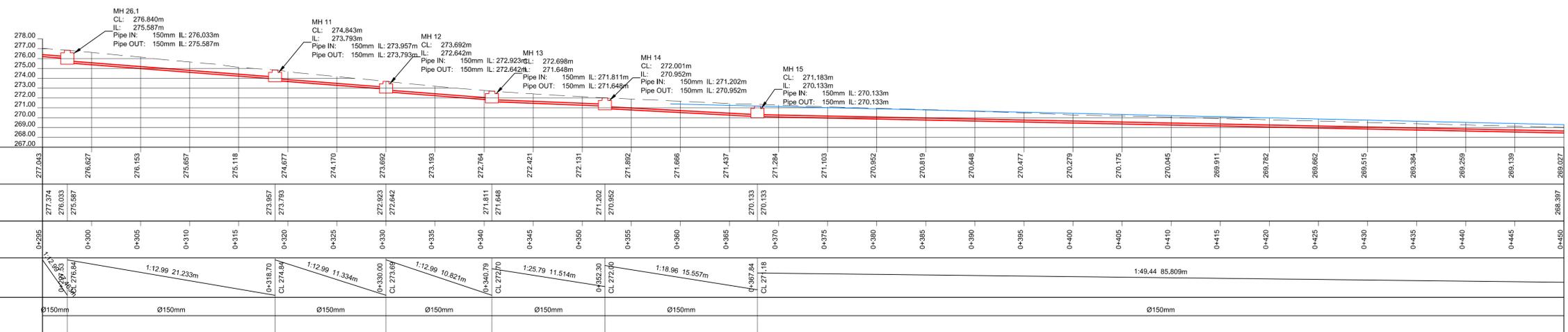
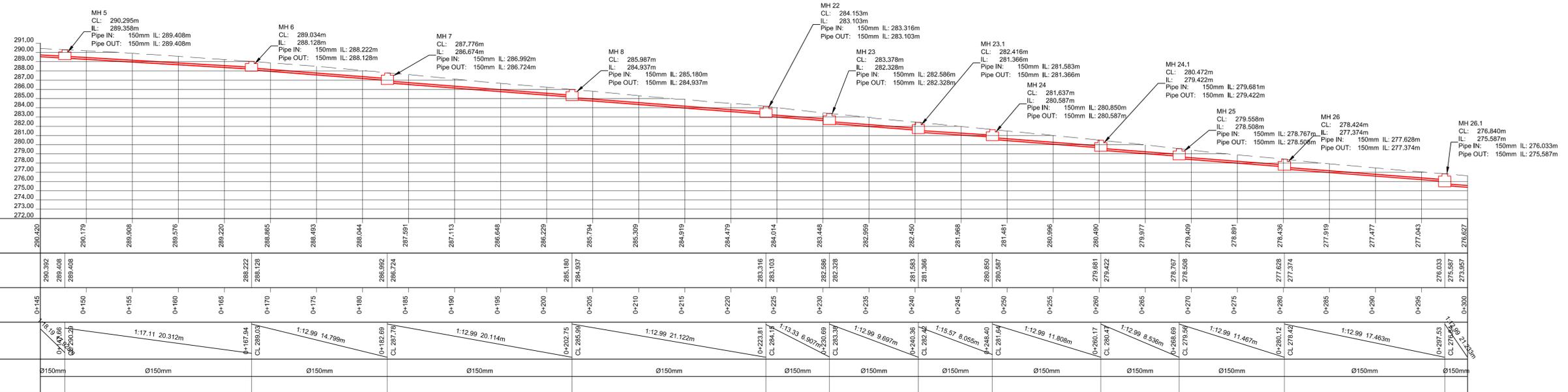
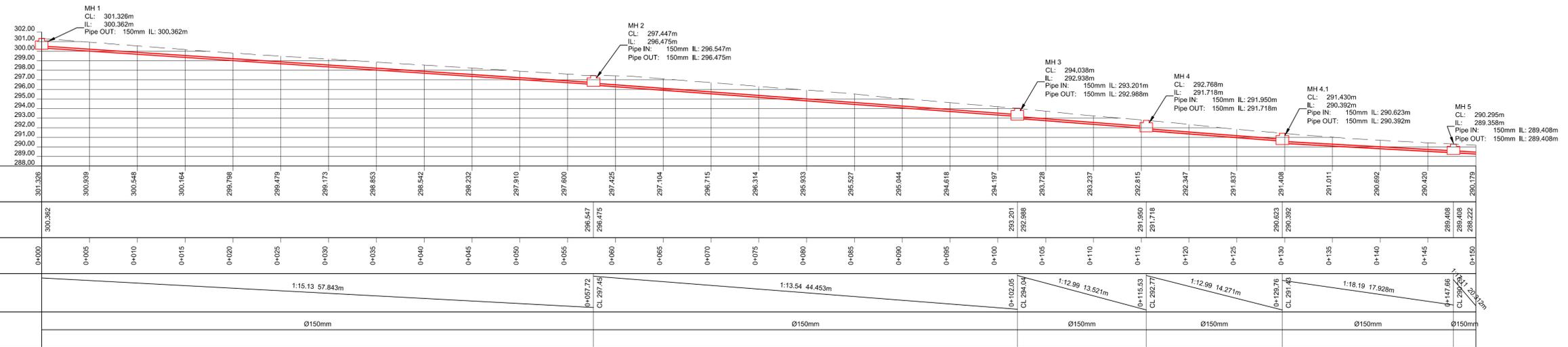
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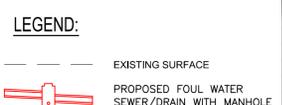
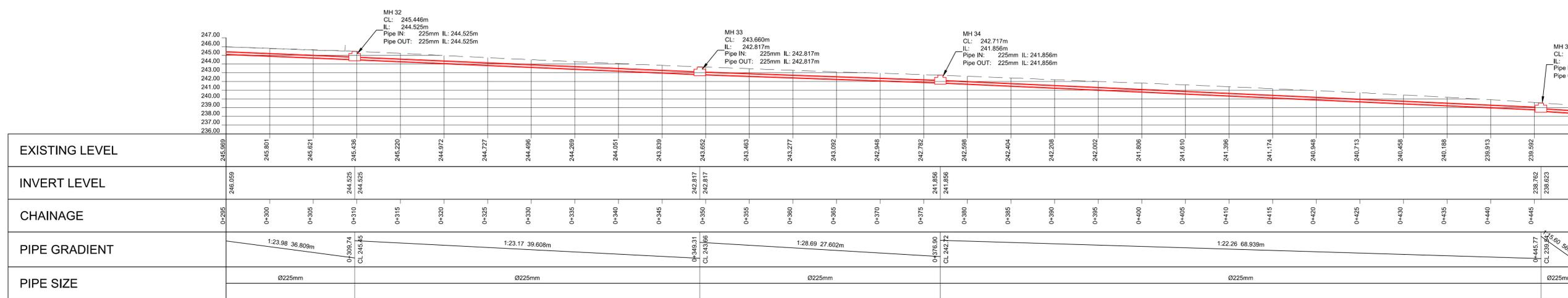
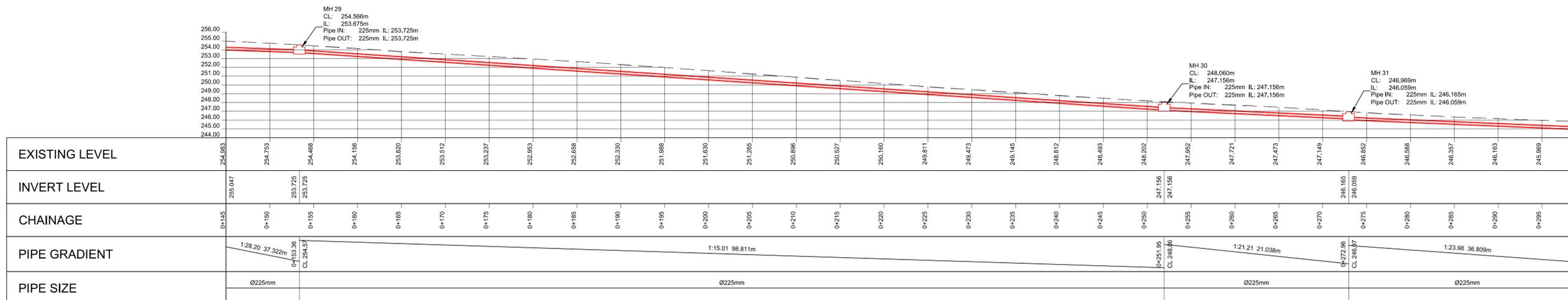
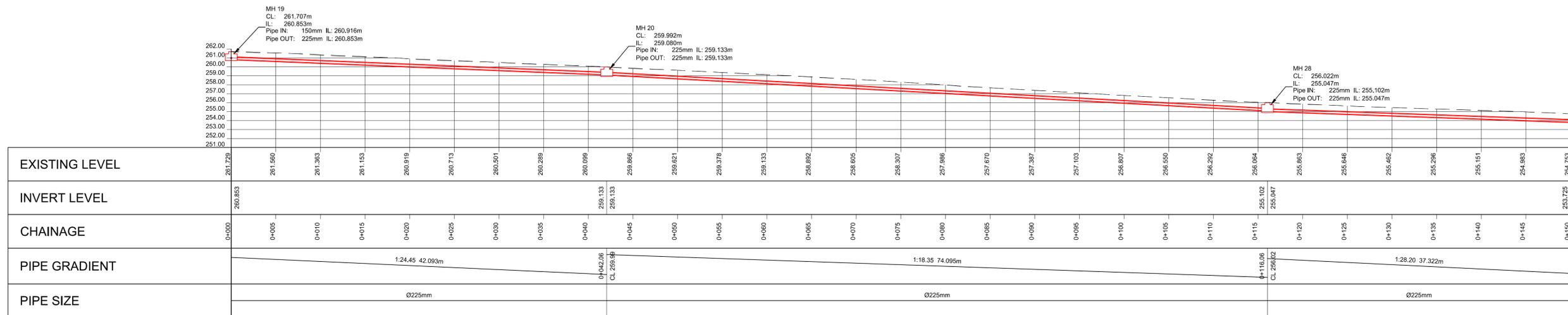
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				Rev:	P01



EXISTING LEVEL	269.139	269.027	268.900	268.792	268.695	268.598	268.491	268.384	268.277	268.170	268.063	267.956	267.849	267.742	267.635	267.528	267.421	267.314	267.207	267.100	266.993	266.886	266.779	266.672	266.565	266.458	266.351	266.244	266.137	266.030	265.923	265.816	265.709	265.602	265.495	265.388	265.281	265.174	265.067	264.960	264.853	264.746	264.639	264.532	264.425	264.318	264.211	264.104	263.997	263.890	263.783	263.676	263.569	263.462	263.355	263.248	263.141	263.034	262.927	262.820	262.713	262.606	262.499	262.392	262.285	262.178	262.071	261.964	261.857	261.750	261.643	261.536	261.429	261.322	261.215	261.108	261.001	260.894	260.787	260.680	260.573	260.466	260.359	260.252	260.145	260.038	259.931	259.824	259.717	259.610	259.503	259.396	259.289	259.182	259.075	258.968	258.861	258.754	258.647	258.540	258.433	258.326	258.219	258.112	258.005	257.898	257.791	257.684	257.577	257.470	257.363	257.256	257.149	257.042	256.935	256.828	256.721	256.614	256.507	256.400	256.293	256.186	256.079	255.972	255.865	255.758	255.651	255.544	255.437	255.330	255.223	255.116	255.009	254.902	254.795	254.688	254.581	254.474	254.367	254.260	254.153	254.046	253.939	253.832	253.725	253.618	253.511	253.404	253.297	253.190	253.083	252.976	252.869	252.762	252.655	252.548	252.441	252.334	252.227	252.120	252.013	251.906	251.799	251.692	251.585	251.478	251.371	251.264	251.157	251.050	250.943	250.836	250.729	250.622	250.515	250.408	250.301	250.194	250.087	249.980	249.873	249.766	249.659	249.552	249.445	249.338	249.231	249.124	249.017	248.910	248.803	248.696	248.589	248.482	248.375	248.268	248.161	248.054	247.947	247.840	247.733	247.626	247.519	247.412	247.305	247.198	247.091	246.984	246.877	246.770	246.663	246.556	246.449	246.342	246.235	246.128	246.021	245.914	245.807	245.700	245.593	245.486	245.379	245.272	245.165	245.058	244.951	244.844	244.737	244.630	244.523	244.416	244.309	244.202	244.095	243.988	243.881	243.774	243.667	243.560	243.453	243.346	243.239	243.132	243.025	242.918	242.811	242.704	242.597	242.490	242.383	242.276	242.169	242.062	241.955	241.848	241.741	241.634	241.527	241.420	241.313	241.206	241.099	240.992	240.885	240.778	240.671	240.564	240.457	240.350	240.243	240.136	240.029	239.922	239.815	239.708	239.601	239.494	239.387	239.280	239.173	239.066	238.959	238.852	238.745	238.638	238.531	238.424	238.317	238.210	238.103	237.996	237.889	237.782	237.675	237.568	237.461	237.354	237.247	237.140	237.033	236.926	236.819	236.712	236.605	236.498	236.391	236.284	236.177	236.070	235.963	235.856	235.749	235.642	235.535	235.428	235.321	235.214	235.107	235.000	234.893	234.786	234.679	234.572	234.465	234.358	234.251	234.144	234.037	233.930	233.823	233.716	233.609	233.502	233.395	233.288	233.181	233.074	232.967	232.860	232.753	232.646	232.539	232.432	232.325	232.218	232.111	232.004	231.897	231.790	231.683	231.576	231.469	231.362	231.255	231.148	231.041	230.934	230.827	230.720	230.613	230.506	230.399	230.292	230.185	230.078	229.971	229.864	229.757	229.650	229.543	229.436	229.329	229.222	229.115	229.008	228.901	228.794	228.687	228.580	228.473	228.366	228.259	228.152	228.045	227.938	227.831	227.724	227.617	227.510	227.403	227.296	227.189	227.082	226.975	226.868	226.761	226.654	226.547	226.440	226.333	226.226	226.119	226.012	225.905	225.798	225.691	225.584	225.477	225.370	225.263	225.156	225.049	224.942	224.835	224.728	224.621	224.514	224.407	224.300	224.193	224.086	223.979	223.872	223.765	223.658	223.551	223.444	223.337	223.230	223.123	223.016	222.909	222.802	222.695	222.588	222.481	222.374	222.267	222.160	222.053	221.946	221.839	221.732	221.625	221.518	221.411	221.304	221.197	221.090	220.983	220.876	220.769	220.662	220.555	220.448	220.341	220.234	220.127	220.020	219.913	219.806	219.699	219.592	219.485	219.378	219.271	219.164	219.057	218.950	218.843	218.736	218.629	218.522	218.415	218.308	218.201	218.094	217.987	217.880	217.773	217.666	217.559	217.452	217.345	217.238	217.131	217.024	216.917	216.810	216.703	216.596	216.489	216.382	216.275	216.168	216.061	215.954	215.847	215.740	215.633	215.526	215.419	215.312	215.205	215.098	214.991	214.884	214.777	214.670	214.563	214.456	214.349	214.242	214.135	214.028	213.921	213.814	213.707	213.600	213.493	213.386	213.279	213.172	213.065	212.958	212.851	212.744	212.637	212.530	212.423	212.316	212.209	212.102	211.995	211.888	211.781	211.674	211.567	211.460	211.353	211.246	211.139	211.032	210.925	210.818	210.711	210.604	210.497	210.390	210.283	210.176	210.069	209.962	209.855	209.748	209.641	209.534	209.427	209.320	209.213	209.106	209.000	208.893	208.786	208.679	208.572	208.465	208.358	208.251	208.144	208.037	207.930	207.823	207.716	207.609	207.502	207.395	207.288	207.181	207.074	206.967	206.860	206.753	206.646	206.539	206.432	206.325	206.218	206.111	206.004	205.897	205.790	205.683	205.576	205.469	205.362	205.255	205.148	205.041	204.934	204.827	204.720	204.613	204.506	204.399	204.292	204.185	204.078	203.971	203.864	203.757	203.650	203.543	203.436	203.329	203.222	203.115	203.008	202.901	202.794	202.687	202.580	202.473	202.366	202.259	202.152	202.045	201.938	201.831	201.724	201.617	201.510	201.403	201.296	201.189	201.082	200.975	200.868	200.761	200.654	200.547	200.440	200.333	200.226	200.119	200.012	199.905	199.798	199.691	199.584	199.477	199.370	199.263	199.156	199.049	198.942	198.835	198.728	198.621	198.514	198.407	198.300	198.193	198.086	197.979	197.872	197.765	197.658	197.551	197.444	197.337	197.230	197.123	197.016	196.909	196.802	196.695	196.588	196.481	196.374	196.267	196.160	196.053	195.946	195.839	195.732	195.625	195.518	195.411	195.304	195.197	195.090	194.983	194.876	194.769	194.662	194.555	194.448	194.341	194.234	194.127	194.020	193.913	193.806	193.699	193.592	193.485	193.378	193.271	193.164	193.057	192.950	192.843	192.736	192.629	192.522	192.415	192.308	192.201	192.094	191.987	191.880	191.773	191.666	191.559	191.452	191.345	191.238	191.131	191.024	190.917	190.810	190.703	190.596	190.489	190.382	190.275	190.168	190.061	189.954	189.847	189.740	189.633	189.526	189.419	189.312	189.205	189.098	188.991	188.884	188.777	188.670	188.563	188.456	188.349	188.242	188.135	188.028	187.921	187.814	187.707	187.600	187.493	187.386	187.279	187.172	187.065	186.958	186.851	186.744	186.637	186.530	186.423	186.316	186.209	186.102	185.995	185.888	185.781	185.674	185.567	185.460	185.353	185.246	185.139	185.032	184.925	184.818	184.711	184.604	184.497	184.390	184.283	184.176	184.069	183.962	183.855	183.748	183.641	183.534	183.427	183.320	183.213	183.106	183.000	182.893	182.786	182.679	182.572	182.465	182.358	182.251	182.144	182.037	181.930	181.823	181.716	181.609	181.502	181.395	181.288	181.181	181.074	180.967	180.860	180.753	180.646	180.539	180.432	180.325	180.218	180.111	180.004	179.897	179.790	179.683	179.576	179.469	179.362	179.255	179.148	179.041	178.934	178.827	178.720	178.613	178.506	178.399	178.292	178.185	178.078	177.971	177.864	177.757	177.650	177.543	177.436	177.329	177.222	177.115	177.008	176.901	176.794	176.687	176.580	176.473	176.366	176.259	176.152	176.045	175.938	175.831	175.724	175.617	175.510	175.403	175.296	175.189	175.082	174.975	174.868	174.761	174.654	174.547	174.440	174.333	174.226	174.119	174.012	173.905	173.798	173.691	173.584	173.477	173.370	173.263	173.156	173.049	172.942	172.835	172.728	172.621	172.514	172.407	172.300	172.193	172.086	171.979	171.872	171.765	171.658	171.551	171.444	171.337	171.230	171.123	171.016	170.909	170.802	170.695	170.588	170.481	170.374	170.267	170.160	170.053	169.946	169.839	169.732	169.625	169.518	169.411	169.304	169.197	169.090
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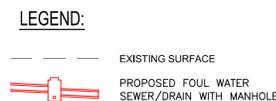
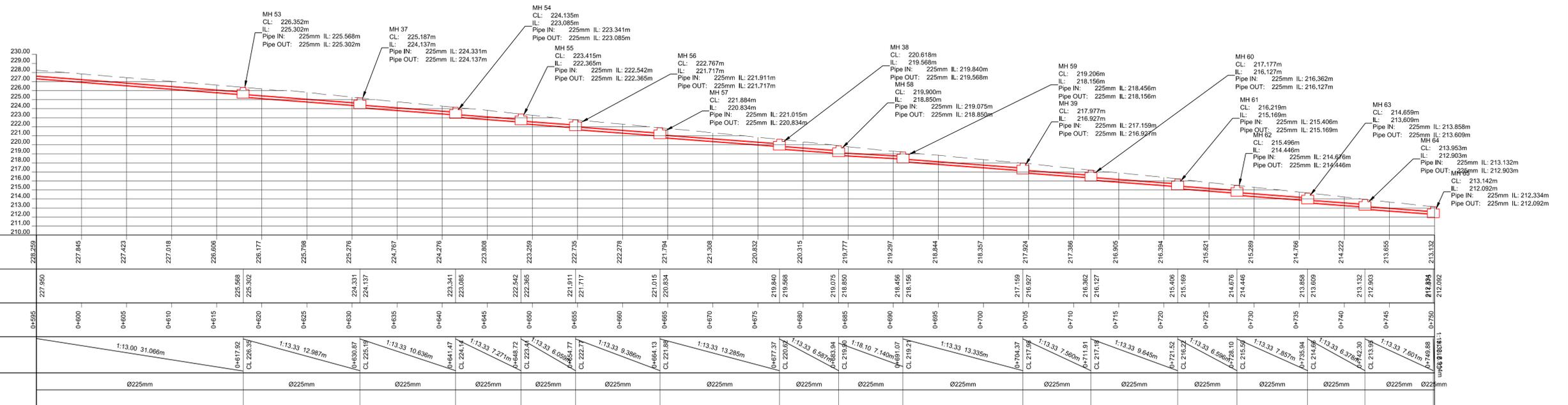
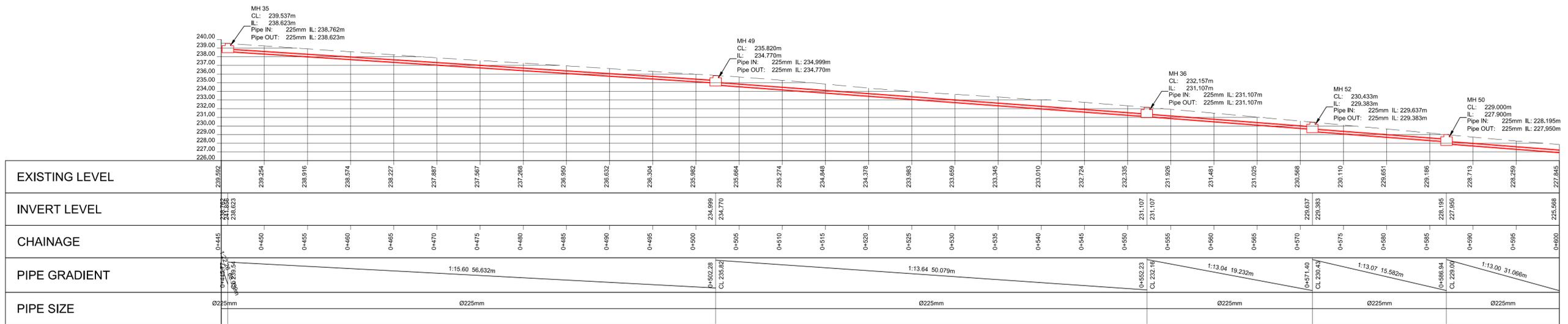
No.	Revision	Date	By	Chkd	App'd
P01	ISSUED FOR INFORMATION	06.03.25	LW	SK	SK



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 www.rod.ie

Drawn	Designed	Checked	Approved	Suitability Code - Description
RE	SK	AWT	AM	S2 - Information/Planning

Project Stage	DETAILED DESIGN				
Project Title	DUBLIN MOUNTAINS VISITOR CENTRE				
Drawing Title	PROPOSED FOUL PROFILE ROAD - SHEET 1				
Drawing Number	Project	Originator	Volume	Location	Type Role Number
DMVC	- ROD	- HUT	- XX	- DR	- CE - 00037
Scale (A1)	1:250	Date:	April 2024	Job No:	23.144
		Rev:	P01		



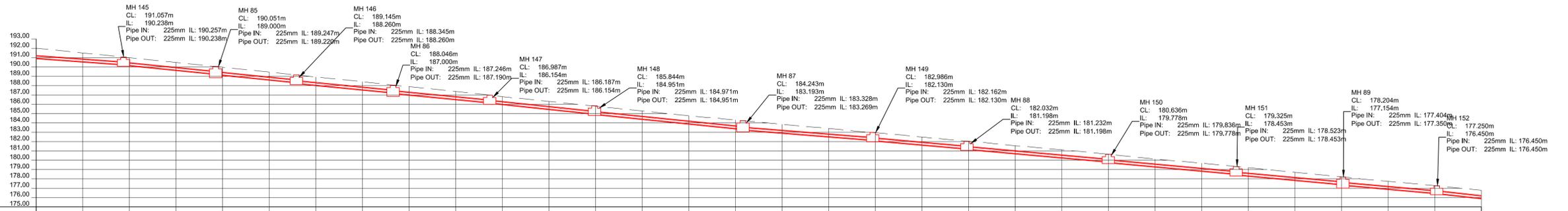
No.	Revision	Date	By	Chkd	App'd
P01	ISSUED FOR INFORMATION	06.03.25	LW	SK	SK



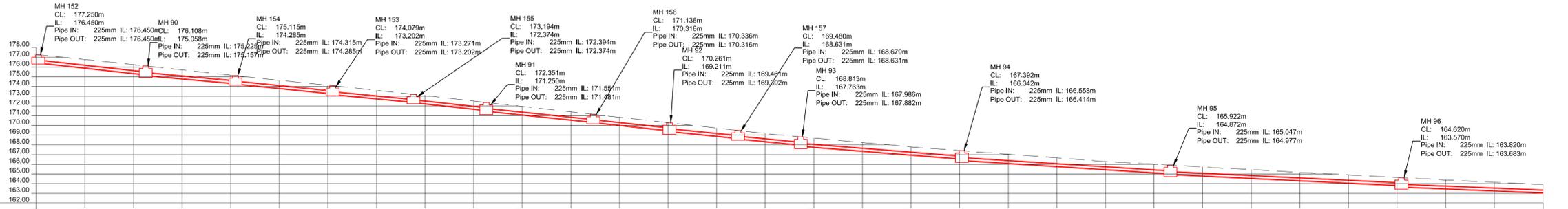
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Drawn	Designed	Checked	Approved	Suitability Code - Description
RE	SK	AWT	AM	S2 - Information/Planning

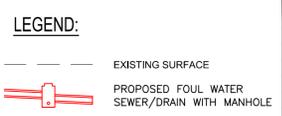
Project Stage	DETAILED DESIGN						
Project Title	DUBLIN MOUNTAINS VISITOR CENTRE						
Drawing Title	PROPOSED FOUL PROFILE ROAD - SHEET 2						
Drawing Number	Project	Originator	Volume	Location	Type	Role	Number
DMVC	ROD	HUT	XX	DR	CE		00038
Scale (A1)	1:250	Date	April 2024	Job No:	23.144	Rev:	P01



EXISTING LEVEL	192.012	191.502	190.993	190.484	189.969	189.452	188.927	188.425	187.897	187.383	186.817	186.312	185.794	185.289	184.772	184.317	183.853	183.409	182.961	182.483	182.016	181.550	181.117	180.635	180.190	179.683	179.197	178.705	178.219	177.735	177.271	176.750	176.225
INVERT LEVEL	190.988	190.557	190.238	189.247	188.220	188.280	187.246	187.190	186.187	186.154	185.171	184.971	183.328	183.289	182.162	182.130	181.232	181.198	180.162	180.132	179.538	179.478	178.523	178.453	177.404	177.350	176.450	176.450	175.225				
CHAINAGE	1+045	1+050	1+055	1+060	1+065	1+070	1+075	1+080	1+085	1+090	1+095	1+100	1+105	1+110	1+115	1+120	1+125	1+130	1+135	1+140	1+145	1+150	1+155	1+160	1+165	1+170	1+175	1+180	1+185	1+190	1+195	1+200	
PIPE GRADIENT		1:13.69 10.165m	1:05.37 10.165m	1:09.97 9.933m	1:04.25 10.165m	1:09.97 9.933m	1:07.29 10.428m	1:08.329 10.408m	1:10.33 10.408m	1:09.65 10.408m	1:08.88 11.301m	1:10.88 11.301m	1:04.88 16.001m	1:12.57 13.968m	1:09.72 10.140m	1:11.25 10.140m	1:14.82 15.236m	1:11.14 15.236m	1:16.00 13.760m	1:14.82 13.760m	1:17.370 11.495m	1:17.370 11.495m	1:18.515 11.495m	1:18.515 11.495m	1:19.21 10.104m	1:19.21 10.104m	1:20.21 11.121m						
PIPE SIZE		Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm



EXISTING LEVEL	177.271	176.773	176.245	175.706	175.167	174.635	174.127	173.610	173.085	172.504	171.951	171.395	170.830	170.278	169.727	169.162	168.691	168.228	167.783	167.409	166.958	166.558	166.114	165.720	165.456	165.145	164.906	164.643	164.383	164.144	163.908	
INVERT LEVEL	176.450	175.225	174.315	173.285	172.271	171.285	170.315	170.316	169.461	169.392	168.679	168.631	167.986	167.882	167.017	166.558	166.414	165.047	164.977	163.820	163.683	162.436										
CHAINAGE	1+195	1+200	1+205	1+210	1+215	1+220	1+225	1+230	1+235	1+240	1+245	1+250	1+255	1+260	1+265	1+270	1+275	1+280	1+285	1+290	1+295	1+300	1+305	1+310	1+315	1+320	1+325	1+330	1+335	1+340	1+345	1+350
PIPE GRADIENT		1:09.02 11.121m	1:20.627 9.265m	1:10.96 9.265m	1:21.549 10.047m	1:22.549 10.047m	1:10.29 8.357m	1:23.381 8.357m	1:23.381 8.357m	1:24.129 7.529m	1:24.129 7.529m	1:25.20 7.892m	1:26.14 7.892m	1:27.18 7.072m	1:28.18 6.496m	1:29.18 6.496m	1:30.22 16.626m	1:31.22 16.626m	1:32.22 21.504m	1:33.22 21.504m	1:34.22 23.804m	1:35.22 23.804m	1:36.22 30.105m									
PIPE SIZE	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm	Ø225mm



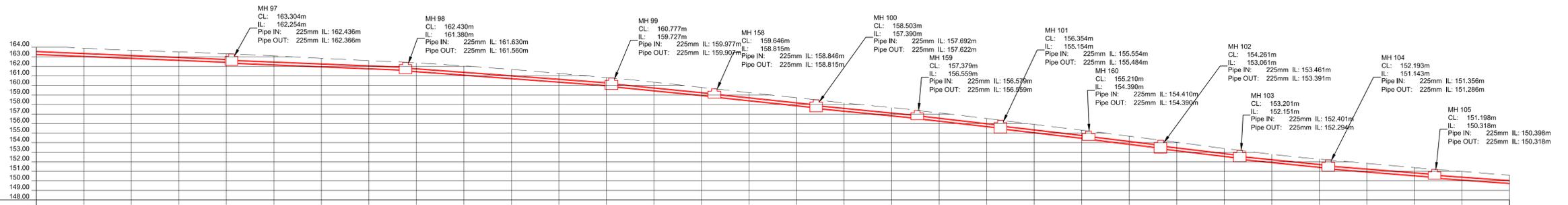
No.	Revision	Date	By	Chkd	App'd
P01	ISSUED FOR INFORMATION	06.03.25	LW	SK	SK



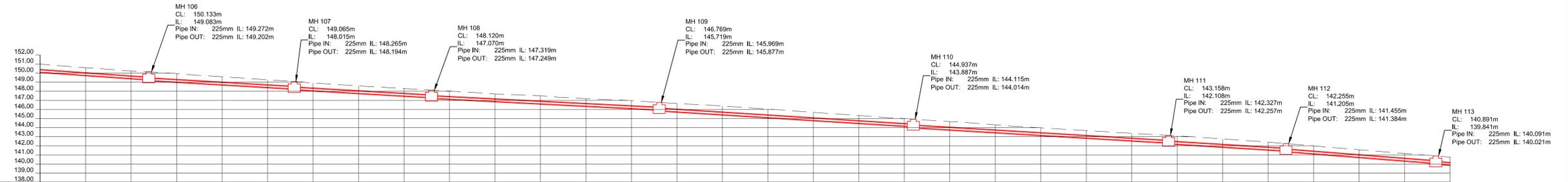
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RE	SK	AWT	AM	S2 - Information/Planning

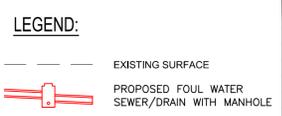
Project Stage	DETAILED DESIGN						
Project Title	DUBLIN MOUNTAINS VISITOR CENTRE						
Drawing Title	PROPOSED FOUL PROFILE ROAD - SHEET 4						
Drawing Number	Project	Originator	Volume	Location	Type	Role	Number
DMVC	ROD	HUT	XX	DR	CE	00050	
Scale (A1)	1:250	Date	April 2024	Job No:	23.144	Rev:	P01



EXISTING LEVEL	164.144	163.908	163.887	163.507	163.325	163.095	162.846	162.600	162.361	162.045	161.676	161.259	160.823	160.339	159.791	159.250	158.714	158.167	157.679	157.125	156.536	155.915	155.303	154.680	154.044	153.396	152.793	152.276	151.828	151.365	150.982	150.591																					
INVERT LEVEL	163.683				162.438	162.266			161.630	161.350			159.977	159.807			158.848	158.815	157.682	157.622	156.579	156.559	155.554	155.484	154.410	154.390	153.461	153.381	152.401	152.284	151.566	151.286	150.388	150.318	149.272																		
CHAINAGE	1+345	1+350	1+355	1+360	1+365	1+370	1+375	1+380	1+385	1+390	1+395	1+400	1+405	1+410	1+415	1+420	1+425	1+430	1+435	1+440	1+445	1+450	1+455	1+460	1+465	1+470	1+475	1+480	1+485	1+490	1+495	1+500																					
PIPE GRADIENT		1:24.13 30.105m			1:465.53 163.320		1:24.88 18.326m		1:463.84 162.73			1:13.69 21.738m		1:465.52 160.78		1:10.19 10.866m		1:416.34 159.67		1:9.54 10.771m		1:427.05 158.50		1:10.19 10.683m		1:437.68 157.38		1:8.72 8.822m		1:446.45 156.35		1:8.64 9.334m		1:465.72 155.27		1:8.15 7.628m		1:463.29 154.29		1:8.41 8.388m		1:471.62 153.21		1:9.94 9.372m		1:480.94 152.14		1:12.59 11.210m		1:482.12 151.06		1:14.17 14.856m	
PIPE SIZE		Ø225mm			Ø225mm		Ø225mm		Ø225mm			Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm											



EXISTING LEVEL	150.982	150.591	150.224	149.949	149.596	149.262	148.915	148.591	148.269	148.016	147.708	147.501	147.190	146.975	146.682	146.374	146.043	145.681	145.339	145.005	144.685	144.321	143.987	143.677	143.384	143.097	142.783	142.410	141.999	141.576	141.164	140.765								
INVERT LEVEL	150.318		149.272	148.202		148.265	148.194		147.319	147.249			145.969	145.877			144.115	144.014			142.327	142.257			141.455	141.384	140.091	139.868	139.608	139.348	139.088	138.828								
CHAINAGE	1+495	1+500	1+505	1+510	1+515	1+520	1+525	1+530	1+535	1+540	1+545	1+550	1+555	1+560	1+565	1+570	1+575	1+580	1+585	1+590	1+595	1+600	1+605	1+610	1+615	1+620	1+625	1+630	1+635	1+640	1+645	1+650								
PIPE GRADIENT		1:14.17 14.858m		1:506.94 150.13		1:17.07 16.024m		1:422.94 149.36			1:17.25 15.118m		1:438.03 148.12			1:19.55 25.061m		1:463.06 146.77			1:15.85 27.987m			1:580.99 144.84			1:16.63 28.106m			1:4619.04 143.76			1:16.09 12.929m		1:4631.95 142.25		1:12.74 16.526m		1:4648.42 140.76	
PIPE SIZE		Ø225mm		Ø225mm		Ø225mm			Ø225mm			Ø225mm			Ø225mm			Ø225mm			Ø225mm			Ø225mm			Ø225mm			Ø225mm		Ø225mm		Ø225mm		Ø225mm		Ø225mm		



No.	Revision	Date	By	Chkd	App'd
P01	ISSUED FOR INFORMATION	06.03.25	LW	SK	SK



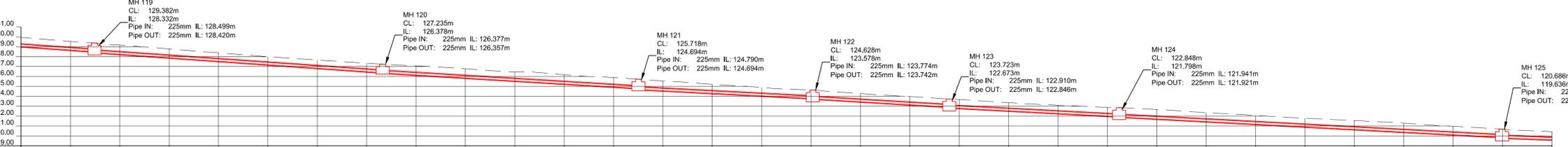
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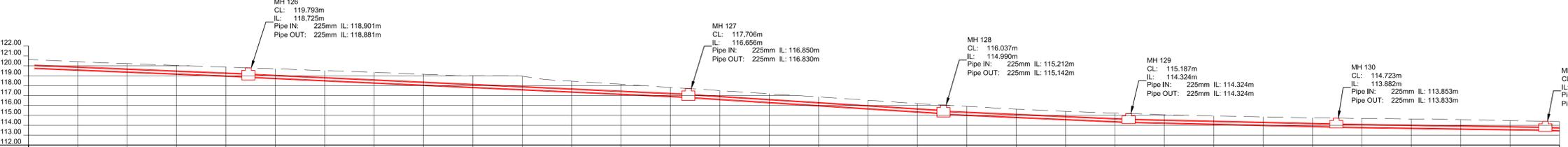
Project Stage	DETAILED DESIGN				
Project Title	DUBLIN MOUNTAINS VISITOR CENTRE				
Drawing Title	PROPOSED FOUL PROFILE ROAD - SHEET 5				
Drawing Number	DMVC	ROD	HUT	XX	DR - CE - 00051
Scale (A1)	1:250	Date:	April 2024	Job No:	23.144
		Rev:	P01		



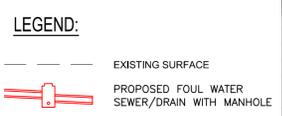
EXISTING LEVEL	141.164	141.384	140.911	140.021	140.372	139.860	139.563	139.108	138.644	138.164	137.674	137.204	136.763	136.358	135.978	135.604	135.243	134.877	134.522	134.155	133.767	133.506	133.210	132.888	132.513	132.236	131.936	131.593	131.244	130.908	130.583	130.285	129.947	129.537
INVERT LEVEL	141.384	140.911	140.021	138.088	138.018	136.622	136.079	134.275	134.115	132.268	132.182	130.684	130.641	128.420	128.357	126.378	126.357	124.628	124.628	123.723	123.723	122.673	122.673	121.910	121.910	121.941	121.941	121.921	119.882	119.807	118.801	118.801	118.801	
CHAINAGE	1+645	1+650	1+655	1+660	1+665	1+670	1+675	1+680	1+685	1+690	1+695	1+700	1+705	1+710	1+715	1+720	1+725	1+730	1+735	1+740	1+745	1+750	1+755	1+760	1+765	1+770	1+775	1+780	1+785	1+790	1+795	1+800		
PIPE GRADIENT	1:12.74	1:12.42	1:12.42	1:12.42	1:12.42	1:10.83	1:10.83	1:13.66	1:13.66	1:17.17	1:17.17	1:15.53	1:15.53	1:17.46	1:17.46	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	1:17.31	
PIPE SIZE	Ø225mm																																	



EXISTING LEVEL	129.947	129.537	129.173	128.776	128.390	127.994	127.655	127.337	127.063	126.779	126.459	126.176	125.891	125.532	125.207	124.885	124.633	124.268	123.969	123.688	123.351	123.100	122.885	122.666	122.345	122.070	121.785	121.541	121.292	120.978	120.684	120.421	
INVERT LEVEL	130.941	128.420	128.420	126.378	126.357	124.628	124.628	123.723	123.723	122.673	122.673	121.910	121.910	121.941	121.941	121.921	119.882	119.807	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801
CHAINAGE	1+795	1+800	1+805	1+810	1+815	1+820	1+825	1+830	1+835	1+840	1+845	1+850	1+855	1+860	1+865	1+870	1+875	1+880	1+885	1+890	1+895	1+900	1+905	1+910	1+915	1+920	1+925	1+930	1+935	1+940	1+945	1+950	
PIPE GRADIENT	1:14.32	1:14.32	1:14.32	1:14.28	1:14.28	1:16.52	1:16.52	1:19.19	1:19.19	1:16.61	1:16.61	1:19.00	1:19.00	1:19.00	1:19.00	1:19.00	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83	1:18.83
PIPE SIZE	Ø225mm																																



EXISTING LEVEL	120.684	120.421	120.217	120.043	119.871	119.698	119.515	119.342	119.144	118.902	118.657	118.450	118.140	117.822	117.500	117.180	116.862	116.523	116.184	115.906	115.630	115.404	115.232	115.062	114.940	114.842	114.754	114.683	114.636	114.573	114.464	114.373	
INVERT LEVEL	119.807	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801	118.801
CHAINAGE	1+945	1+950	1+955	1+960	1+965	1+970	1+975	1+980	1+985	1+990	1+995	2+000	2+005	2+010	2+015	2+020	2+025	2+030	2+035	2+040	2+045	2+050	2+055	2+060	2+065	2+070	2+075	2+080	2+085	2+090	2+095	2+100	
PIPE GRADIENT	1:24.60	1:24.60	1:24.60	1:24.60	1:24.60	1:21.94	1:21.94	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96	1:15.96
PIPE SIZE	Ø225mm																																



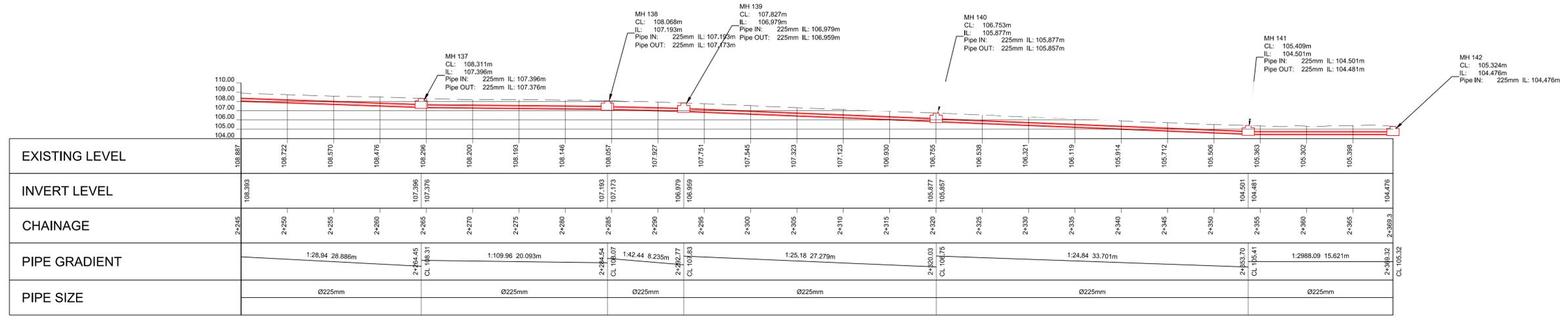
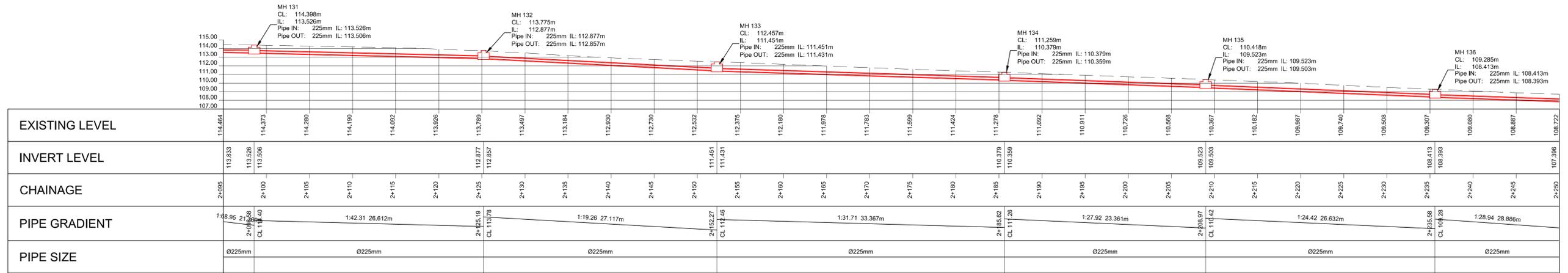
No.	Revision	Date	By	Chkd	App'd
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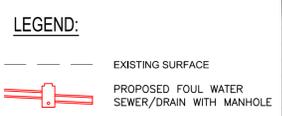
Drawn	Designed	Checked	Approved	Suitability Code - Description
RE	SK	AWT	AM	S2 - Information/Planning

Project Stage	DETAILED DESIGN				
Project Title	DUBLIN MOUNTAINS VISITOR CENTRE				
Drawing Title	PROPOSED FOUL PROFILE ROAD - SHEET 6				
Drawing Number	Project	Originator	Volume	Location	Type Role Number
DMVC	ROD	HUT	XX	DR	CE - 00052
Scale (A1)	1:250	Date	April 2024	Job No: 23.144	Rev: P01



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 06 March 2025 14:53:34

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RE	SK	AWT	AM	S2 - Information/Planning

Project Stage	DETAILED DESIGN				
Project Title	DUBLIN MOUNTAINS VISITOR CENTRE				
Drawing Title	PROPOSED FOUL PROFILE ROAD - SHEET 7				
Drawing Number	Project	Originator	Volume	Location	Type Role Number
	DMVC - ROD - HUT -	XX	- DR - CE -	00053	
Scale (A1)	1:250	Date:	April 2024	Job No:	23.144
		Rev:	P01		

DO NOT SCALE USE FIGURED DIMENSIONS ONLY

Part 1B (Connection Works)

Part 2 (Arterial Pipes)

Appendix 6

Codes of Practice and Standard Details

- Standard Details for Water Infrastructure Version
IW-CDS-5020-01 December 2017 (Revision 03)
- Standard Details for Wastewater Infrastructure Version
IW-CDS-5030-01 December 2017 (Revision 03)
- Code of Practice for Water Infrastructure Version
IW-CDS-5020-03 (Revision 1) - December 2017
- Code of Practice for Wastewater Infrastructure Version
IW-CDS-5030-03 (Revision 1 – December 2017)

Copies of these documents are included in USB.

Appendix 7

Part A

Form of Deed Grant of Wayleaves and Easements

[]

and

UISCE ÉIREANN

DEED OF EASEMENT

Site Name

CDSxxxxxxxx

covenants by such a person shall be deemed to be joint and several covenants by both or everyone of such persons.

- B. The Grantor is seized and possessed of the Land for the tenure mentioned in the First Schedule hereto.
- C. IW is a designated activity company limited by shares and registered under the Companies Acts, 1963 to 2014, pursuant to Section 4 of the Water Services Act 2013 and is a water services Authority for the purposes of the Acts.
- D. The Grantor has agreed with IW to grant to it for the purposes of its functions the rights easements and irrevocable licenses hereinafter set forth and upon treaty for such grant it was agreed that IW and the Grantor would give to the other of them the several covenants hereinafter contained on the part of each of them IW and the Grantor to the intent that the said covenants would be binding on their respective successors in title.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the said Agreement and in consideration of the sum of one Euro (€1) paid by IW to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) the Grantor as beneficial owner HEREBY GRANTS unto IW ALL AND SINGULAR the full free and sufficient wayleaves rights easements licenses and liberties to lay, keep, construct use inspect maintain repair replace remove or render unusable any mains Pipes, Accessories or any other materials connected with or facilitating the exercise or performance by IW of any of its functions or powers in connection with Water Services together with the right to introduce and place all necessary apparatus ancillary thereto on over or beneath the surface of that part of the Land that consists of the Strip together with the full and free right and liberty of IW its officers and servants and all persons authorised by IW to pass and repass over the Strip at all times by day and by night times on foot and with or without vehicles equipment machinery and apparatus for any of the purposes aforesaid and for the purposes of any similar works of IW contiguous to the Pipeline or the Strip and the Grantor further Grants as beneficial owner grants to IW its officers and servants and all persons authorised by IW full right and liberty to pass and repass over the Land of the Grantor for the purpose of accessing the Strip for any of the purposes aforesaid TO HOLD the said rights easements and licenses unto IW in fee simple or for such lesser interest as the Grantor may have as appearing in the First Schedule hereto (subject to the provision for surrender as specified in Clause 2 (iii) hereof) as rights easements and licenses appurtenant to all and every or any lands of IW used for the provision of Water Services and appurtenant to the rights which Uisce Éireann have or will have over lands of other Landowners for the provision of Water Services.
2. IW (to the intent so as to bind the rights easements and licenses hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Land and every part thereof) hereby covenants with the Grantor as follows:-
 - (i) In exercising the rights easements and licences hereby granted to take all reasonable precautions to avoid obstruction or interference with the user of the Land and damage and injury thereto.
 - (ii) So far as is reasonably practicable and with all practicable speed to make good all damage or injury to the Land caused by the exercise by IW of the rights easements and licences hereby granted.

- (iii) So far as is reasonably practicable and so long as the Pipeline is used for or in connection with IW's Water Services functions to keep the Pipeline in proper repair and condition, and upon permanent abandonment of the Pipeline or any part thereof (notification whereof shall be given to the Grantor by IW):
 - (a) to render the Pipeline permanently safe and
 - (b) surrender back the rights easements and licences granted hereby to the Grantor.
- (iv) To indemnify and keep indemnified the Grantor his servants, agents, licencees and invitees against all sums in respect of loss or damage, claims, demands, costs and expenses which the Grantor shall become legally liable to pay as compensation for accidental bodily injury or accidental loss of or damage to property where such injury or damage directly attributable to any default or negligence on the part of IW in the laying, construction, maintenance, repair, replacement, or removal of the Pipeline other than in consequence of the breach by the Grantor of any of the Grantor's covenants set out in Clause 3 below or in consequence of any malicious act or omission of the Grantor or any person for whom the Grantor is responsible in law.
- (v) To pay all rates and taxes which may be imposed in respect of the Pipeline or the easements and licences hereby granted and any increased rates, taxes or insurance premiums which may be imposed on the Grantor in respect of adjoining land by virtue of the existence of the Pipeline.
- (vi) If any interference with or disturbance of the functioning of any drain or drainage system in or under the Land can be shown by the Grantor to have been caused by the laying of any main Pipe or thing in the exercise of the rights easements and licences hereby granted, then with all practicable speed so far as is reasonably practicable to make good any damage or injury thereby occasioned and to make full compensation to the Grantor in respect thereof and in so far as the same shall not have been made good as aforesaid.
- (vii) To compensate the Grantor his servants, agents, licencees and invitees in respect of any bodily injury or loss or damage to material property suffered by him or them where the same is caused by or arises from the Pipeline, other than in consequence of the breach by the Grantor of any of the Grantor's covenants set out in Clause 3 below or in consequence of any malicious or criminally reckless act or omission of the Grantor or any person for whom the Grantor is responsible in law and except in so far as the same has been made good by IW without loss to the Grantor.

PROVIDED that the Grantor shall (i) as soon as reasonably practicable give notice in writing to IW of any claim or action brought or threatened against the Grantor and (ii) not admit liability in respect of, nor settle or compromise, such action or claim as is referred to in sub-clause (iv) of this clause without the prior written consent of IW. IW may at its own expenses defend any such action or claim in the name of the Grantor.

3. The Grantor (to the intent so as to bind the Land and every part thereof into

whatsoever hands the same may come and with the intent to benefit and protect the rights easements and licences hereby granted) hereby covenants with IW as follows:-

- (i) Not to do or cause deliberately or recklessly permit or suffer to be done on the Land anything calculated or likely to cause damage or injury to the Pipeline or interfere with the exercise by IW of the rights hereby granted, including the planting of trees or shrubs that would interfere with the Pipeline or its operation.
- (ii) Not without the prior consent in writing of IW (such consent not to be unreasonably withheld) to excavate under or alter the level of the ground over or under the Strip or to make or cause or recklessly permit or suffer to be made any material alteration to or any deposit of anything upon any part of the Strip so as to interfere with or obstruct the access thereto or to the Pipeline by IW or so as to lessen or in any way interfere with the support afforded to the Pipeline by the surrounding soil including minerals or so as materially to reduce the depth of soil above or under the Pipeline.
- (iii) Not to erect or install or cause or recklessly permit or suffer to be erected or installed any building, structure or other erection or any plant or permanent apparatus of any kind whatsoever or permanent apparatus or the carrying out of any works on, over or beneath the surface of the Strip or the making of any material change in the use of the Strip which would be likely to cause damage or injury to the Pipeline.
- (iv) To observe the covenants and stipulations set out in the Third Schedule hereto.

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of IW or its agents or the carrying on of normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing any such interference obstruction or material reduction of the depth of soil above or under the Pipeline.

- 4.1 Any dispute arising under, or in connection with or arising out of Clauses 2 or 3 of this Deed of Easement shall, in default of agreement between the Parties, be referred by written notice from either Party to the decision of a single arbitrator to be agreed upon between the Parties hereto, or failing agreement to be appointed on the application of either Party by the President of the Law Society of Ireland. Any such reference to arbitration will be a submission to arbitration within the meaning of the Arbitration Act, 2010, or any Act amending or repealing same and shall be an arbitration conducted in Ireland and in the English language and shall be governed by the Arbitration Act, 2010 subject to the provisions of this Clause 4.
- 4.2 The arbitrator shall on the request of either Party hereto, at the sole cost of the requesting Party, provide a reasoned award.
- 5. The Grantor hereby acknowledges the right of IW to production of the Deeds and Documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

6. All communications relative to this Deed of Easement shall be addressed to the Grantor at his address given at the commencement of this Deed of Easement and to IW at Colvill House, 24-26 Talbot Street, Dublin 1, or such other address as IW may at any time or from time to time notify to the Grantor.
7. The Grantor as registered owner or as the person entitled to be registered as owner hereby assents to the registration of the aforesaid rights easements licenses and covenants as burdens on the property specified in the First Schedule hereto.
8. If anyone (hereinafter referred to as "the spouse") of joint Grantors shall have no proprietary interest legal or equitable in or claim to the land specified in the First Schedule hereto and shall have been joined solely for the purpose of satisfying the provisions of the Family Home Protection Act 1976, these presents shall be deemed to have been executed by the spouse solely for the purpose of signifying his or her consent to the within Deed and to payment of the consideration by IW to the other spouse and the spouse shall not by reason only of having executed these presents be liable for the performance by the other spouse of his or her obligations hereunder.

FIRST SCHEDULE
(Description and Tenure of the Grantors Land)

SECOND SCHEDULE
(Documents retained by
Grantor)

THIRD SCHEDULE
(Grantor's Covenant Pursuant to
Clause 3 (iv))

1. Not to plant within the Strip any poplar trees, willow trees, ash trees, beech trees, conifers, horse chestnut trees, lime trees, maple trees, sycamore trees, apple trees or pear trees or any other trees of a similar size (whether deciduous or evergreen).
2. Not to allow any shrubs or hedges planted on the Strip to grow to a height exceeding 4 metres.

In this Schedule any stipulation of a negative nature whereby the Grantor is restrained from doing any act or thing shall be read and construed as a covenant on the part of the Grantor not to do or permit or suffer such thing to be done.

IN WITNESS whereof the Grantor and Uisce Éireann have executed and delivered this Deed the day and year first herein written.

GIVEN UNDER the
COMMON SEAL of the **GRANTOR**
and **DELIVERED** as a **DEED**²

Director

Director/Secretary

² Execution block to be confirmed/amended, as required, depending on status of Grantor (company, individual, etc.). Please liaise with Uisce Éireann, as required.

GIVEN UNDER the
COMMON SEAL of **UISCE ÉIREANN**
and **DELIVERED** as a **DEED**

Director

Director/Secretary

Appendix 7

Part B

Appendix 8

Required Security (as applicable)

DEPOSIT AGREEMENT

UISCE ÉIREANN

POLICY NO. IW-FIN-POL-001

FINANCIAL SECURITY PACKAGE

DEPOSIT AGREEMENT

CDSxxxxxxxx

PRO FORMA DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT is made on 20[]

BETWEEN

- (1) [], a company incorporated under the laws of Ireland with companies office number [] and having its registered office at [] (the “**Depositor**”); and
- (2) **UISCE ÉIREANN** having its registered office at Colvill House, 24 - 26 Talbot Street, Dublin 1, Ireland (“**Uisce Éireann**”).

RECITALS

- (B) Uisce Éireann and the Depositor [have entered]/[wish to enter] into the Agreement[s].
- (C) In compliance with Uisce Éireann’s Financial Security Policy, the Depositor has agreed to provide cash to Uisce Éireann as security for the Depositor’s obligations under the Agreement(s) upon the terms and conditions of this Deposit Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Deposit Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Account**” means the account number IE29 AIBK 9333 8464 3085 94 held in the name of Uisce Éireann with the Account Bank AIB, Account Holder, Uisce Éireann BIC/SWIFT: AIBKIE2D (as renumbered or redesignated from time to time), as notified by Uisce Éireann to the Depositor and into which the Depositor will pay or transfer (or procure the payment or transfer of) the Deposit Monies;

“**Account Balance**” means the balance for the time being and from time to time standing to the credit of the Account together with all interest (negative or positive) accrued on, or debited from, that balance;

“**Account Bank**” means Allied Irish Banks or such replacement account bank as Uisce Éireann may in its absolute discretion nominate from time to time;

“**Agreement[s]**” means the Self-Lay Connection Agreement (and ancillary agreements and documents) entered into between Uisce Éireann and the Depositor;

“**Deposit Monies**” means the initial cash sum in the amount of the Self-Lay Surety (as set out in the Agreement[s] to be paid or transferred by the Depositor into the Account pursuant to Clause 3.1 together with all other cash sums paid or transferred into the Account pursuant to Clause 3.2;

“**Enforcement Event**” means a failure by the Depositor to make payment on a due date under or in connection with the Agreement[s];

“**Financial Security Policy**” means the Policy IW-FIN-POL-001, Financial Security Policy published by Uisce Éireann from time to time and approved by the Commission for Regulation of Utilities; and

“**Secured Obligations**” has the meaning given to it in Clause 2.

Interpretation

1.2

- (a) Unless a contrary indication appears, any reference in this Deposit Agreement to:
- (i) “**Uisce Éireann**”, the “**Depositor**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) an “**amendment**” includes a supplement, novation, restatement or re-enactment and “amended” will be construed accordingly;
 - (iii) a “**Clause**” shall be construed as a reference to a clause of this Deposit Agreement;
 - (iv) the “**Agreement[s]**”, this “**Deposit Agreement**” or any other agreement or instrument is a reference to the same as amended, restated, supplemented and/or novated from time to time;
 - (v) “**encumbrance**” includes a mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other encumbrance or security interest of any kind (other than a lien arising in the ordinary course of business by operation of law) or any other type or preferential arrangement having a similar effect;
 - (vi) a “**person**” includes any person, firm, company, body corporate, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing; and
 - (vii) a time of day is a reference to Irish time;
- (b) Clause headings are for ease of reference only and shall not affect the construction;
- (c) words denoting the singular number only shall include the plural number also and vice versa; and
- (d) words denoting one gender only shall include the other gender.

2. COVENANT TO PAY

The Depositor hereby irrevocably covenants to pay and discharge, as and when due and payable, all amounts and liabilities which are now or hereafter become due, owing or payable by it to Uisce Éireann, whether actually or contingently, as principal or as surety, solely or jointly and/or severally with others, whether in respect of principal, interest, fees, expenses or otherwise, under or in connection with

the Agreement[s] (all such amounts and liabilities together the “**Secured Obligations**”).

3. DEPOSIT

- 3.1 The Depositor hereby undertakes, contemporaneously with entering into the Agreement[s], to pay or transfer the Deposit Monies into the Account.
- 3.2 The Depositor further undertakes that, so long as any Secured Obligation remains outstanding or to be discharged, it shall from time to time and as required under the Financial Security Policy pay or transfer further cash sums into the Account. Without prejudice to the Depositor’s obligation to make such further payments or transfers, Uisce Éireann may notify the Depositor in writing of further sums required to be paid into the Account and the Depositor agrees and undertakes to make payment or have transferred the relevant sum(s) to the Account within 7 days of receipt by it of any such notice.
- 3.3 The Depositor hereby covenants that the aggregate of Deposit Monies paid or transferred by it into the Account shall at all times be equal to or greater than the aggregate of all present and future Secured Obligations.
- 3.4 All payments by the Depositor under this Clause 3 shall be:
- (a) free and clear of any withholding or deduction;
 - (b) for value on the date of payment;
 - (c) made without set-off or counterclaim; and
 - (d) made by way of electronic funds transfer to the Account.
- 3.5 The Depositor shall promptly provide Uisce Éireann with evidence of its irrevocable payment of all Deposit Monies paid or transferred by it into the Account.
- 3.6 Each payment or transfer by the Depositor under this Clause 3 shall constitute an irrevocable payment by the Depositor to Uisce Éireann for application by it in accordance with this Deposit Agreement.
- 3.7 The Depositor acknowledges and agrees that (a) all Deposit Monies paid or transferred into the Account will upon payment constitute monies belonging absolutely to Uisce Éireann and will be co-mingled with other deposit monies paid by other counterparties of Uisce Éireann under or in connection with similar arrangements with Uisce Éireann, and (b) the Account Bank will be entitled to and will charge or levy bank costs, charges, expenses, etc. (as referred to in Clause 4.3) relating to the Account by deducting the same from the Account Balance.
- 3.8 Uisce Éireann shall require the Account Bank to provide it with regular statements setting out the Account Balance, details of all payments made into and out of the Account (including, but not limited to, payments by or to the Depositor) and all bank costs, charges, etc. (as referred to in Clause 4.3) deducted from or charged to the Account from time to time. Uisce Éireann shall be entitled to keep confidential all such statements and all other details and information relating to the Account and the Account Balance.
- 3.9 In any litigation or arbitration proceedings arising out of or in connection with this Deposit Agreement and/or the Agreement[s], the entries made in or in respect of the Account maintained by the Account Bank are conclusive evidence of the matters to which they relate.
- 3.10 Any certification or determination by Uisce Éireann of an amount or rate under or in connection with the Account, the Account Balance, the Deposit Monies, this Deposit Agreement and/or the Agreement[s] is, in the absence of manifest error, conclusive evidence of the matters to

which it relates.

4. APPLICATION OF DEPOSIT MONIES

- 4.1 Subject to Clauses 4.2, 4.3 and 10 (Set-off), Uisce Éireann shall, and may only, apply the Deposit Monies in and towards payment and satisfaction of the Secured Obligations as and when they fall due. Any such application of the Deposit Monies, whether in whole or in part, shall operate to discharge, pro tanto, the relevant Secured Obligations.
- 4.2 If, at any time, in its absolute discretion, it is satisfied that the Deposit Monies paid by the Depositor into the Account exceed the then present and future Secured Obligations, then as soon as practicable after receipt of a written request from the Depositor Uisce Éireann shall pay or procure the payment of an amount equal to the excess to the Depositor from the Account or from such other sources as it may decide. The Depositor acknowledges and agrees that any such payment shall be without prejudice to its own continuing obligations under Clause 3.2.
- 4.3 The Depositor acknowledges and agrees that the Account and the Account Balance shall be operated in accordance with the usual terms and conditions operated by the Account Bank from time to time and that Uisce Éireann shall have no liability whatsoever in respect of any reduction in value or application of the Account Balance and the Deposit Monies as a result of and/or in or towards bank costs, charges, expenses, fees, commissions, set-off or counterclaim by the Account Bank in any circumstance whatsoever save where the same results from Uisce Éireann's negligence or wilful misconduct.

5. UISCE ÉIREANN COVENANTS

Uisce Éireann shall:

- (a) operate the Account in good faith and in a proper commercial and business-like manner in accordance with the Financial Security Policy unless and until an Enforcement Event occurs; and
- (b) use its reasonable endeavours to procure a market related rate of interest applicable to the Account Balance from time to time.

6. DEPOSITOR ACKNOWLEDGEMENTS AND COVENANTS

- 6.1 The Depositor acknowledges, agrees and undertakes that it will not, and will not be entitled to:
- (a) seek, or assert any right to seek, payment or release of any part of the Account Balance to it or support anyone else seeking to do any of the same; or
 - (b) claim or assert any right, title, interest and/or benefit in or to the Account and/or the Account Balance (or any part thereof) or support anyone else seeking to do so; or
 - (c) do, or cause or permit to be done, anything which may in any way depreciate, jeopardise or otherwise prejudice the Account, the Account Balance or Uisce Éireann's right and title thereto.
- 6.2 The Depositor acknowledges and agrees that (a) its right to payment under Clause 4.2 is a separate stand-alone right against Uisce Éireann itself and not in respect of the Account and/or the Account Balance, and (b) it has no right, title, interest and/or benefit in or to the Account and/or the Account Balance.

7. SECURITY COVER

- 7.1 This Deposit Agreement and the payments and transfers made by the Depositor pursuant to Clause 3 (*Deposit*) is made to satisfy the obligation(s) of the Depositor under the Agreement[s]

to provide or procure Security Cover (as defined in the Financial Security Policy).

7.2 The Depositor shall have the right at any time, upon 30 days' prior written notice in writing to Uisce Éireann, to offer alternative or substitute collateral as Security Cover. Any such alternative collateral must be in form and substance satisfactory to Uisce Éireann (at its discretion but consistent with the provisions relating to Security Cover as set out in the Financial Security Policy).

8. REPRESENTATIONS

8.1 The Depositor hereby represents and warrants to Uisce Éireann that:

- (a) it is a company duly incorporated and existing under the laws of Ireland³;
- (b) it has full power to enter into, deliver and perform its obligations under this Deposit Agreement;
- (c) all necessary corporate, shareholder and other action needed to permit it to execute and deliver this Deposit Agreement, to perform its obligations hereunder has been taken;
- (d) the obligations on its part are legal, valid, binding and enforceable;
- (e) all authorisations, consents, registrations and notifications which must be obtained in connection with its execution and performance of this Deposit Agreement have been obtained or made and are in full force and effect;
- (f) its execution of, compliance with its obligations under this Deposit Agreement do not and will not conflict with:
 - (i) its constitutional documents; or
 - (ii) any law or regulation binding on it;
- (g) immediately prior to payment thereof into the Account, it is the beneficial owner, free and clear of any encumbrance, of the Deposit Monies;
- (h) it is not required to make any deduction or withholding from any payment into the Account;
- (i) the choice of Irish law as the governing law of this Deposit Agreement will be recognised and enforced in its jurisdiction of incorporation; and
- (j) any judgment obtained in Ireland in relation to this Deposit Agreement will be recognised and enforced in its jurisdiction of incorporation.

8.2 The representations and warranties set out in Clause 8.1 shall be deemed to be made by the Depositor by reference to the facts and circumstances then existing on the date of each further payment or transfer pursuant to Clause 3.2.

9. FURTHER ASSURANCE

Each party hereto undertakes, from time to time and at all times to execute and do all such deeds, assurances, agreements, instruments, acts and things as the other may

³ In the event that the any of the Representations at Clause 8.1 above cannot be made, the Depositor should contact Uisce Éireann immediately to discuss.

reasonably require in furtherance of the intent and purpose of this Deposit Agreement.

10. SET-OFF AND RIGHT OF APPROPRIATION

Without limiting any other right of set-off or of combining accounts or any similar right to which Uisce Éireann may be entitled (including rights under the Agreement[s] or any other contract between Uisce Éireann and the Depositor), Uisce Éireann shall be entitled at any time following an Enforcement Event and without notice to the Depositor to:

- (a) set-off all or any part of the Secured Obligations (whether or not then due and payable by the Depositor) against the obligations and liabilities of Uisce Éireann under or in respect of the Agreement[s]; and/or
- (b) apply or appropriate such proportion of the Account Balance as represents the Deposit Monies in or towards the payment or discharge of the Secured Obligations.

11. RELEASE

3.1. Uisce Éireann shall pay or procure the payment to the Depositor of an amount equal to the balance of the Deposit Monies (following their application in accordance with Clause 4 and after deduction of any actual or contingent tax loss, cost, charge or liability imposed, arising, levied or assessed thereon or in respect thereof) together with a sum representing a good faith and fair apportionment of interest applicable to the Deposit Monies (by reference to the time(s) and amounts paid by the Depositor into the Account) upon receipt of the written request of the Depositor:

- (a) once the Secured Obligations have been indefeasibly discharged in full and provided that the Depositor has no further obligations to Uisce Éireann under or in respect of the Agreement[s]; and
- (b) subject to no Enforcement Event subsisting at such time, upon receipt by it of alternative or substitute collateral as Security Cover (as defined in the Financial Security Policy) in form and substance satisfactory to Uisce Éireann together with a legal opinion from Uisce Éireann's legal counsel confirming that the provision of such alternative or substitute collateral and the payment of such amount to the Depositor (or to its order) will not expose Uisce Éireann to the risk of the alternative or substitute collateral being avoided, set aside or reduced as a result of insolvency or any similar event.

3.2 The Depositor acknowledges and agrees that its right to payment under Clause 11.1 is a separate stand-alone right against Uisce Éireann itself and not in respect of the Account and/or the Account Balance.

12 TAX INDEMNITY

If Uisce Éireann is required to make any payment of or on account of tax on or in relation to this Deposit Agreement, the Account, the Account Balance and/or the Deposit Monies or if any liability in respect of any of the same is imposed, levied or assessed against Uisce Éireann, the Depositor shall, upon demand by Uisce Éireann, indemnify Uisce Éireann if it suffers a loss, liability or cost (directly or indirectly) as a result against such payment or liability. Uisce Éireann shall be entitled to apply

the Account Balance to pay and discharge any such tax or liability at any time without notice to the Depositor.

13 NOTICES AND COMMUNICATION

Any communication or notification given or made by a party under this Deposit Agreement shall be in accordance with the Financial Security Policy.

14 ASSIGNMENT

14.1 The Depositor may not assign, transfer, declare trusts over or otherwise deal with any of its rights or obligations under this Deposit Agreement without Uisce Éireann's prior written consent.

14.2 Uisce Éireann may at any time assign, transfer and/or declare trusts over its rights and obligations under this Deposit Agreement without the consent of the Depositor.

14.3 This Deposit Agreement shall be binding upon and inure to the benefit of the Depositor and Uisce Éireann and their respective successors and permitted assigns.

15 MISCELLANEOUS

Rights cumulative, no waiver

15.1 Failure by Uisce Éireann to exercise any right, or delay in doing so, will not operate as a waiver of that right; and a failure or delay in exercising, or a single or partial exercise of any right, power, privilege or remedy does not preclude any exercise of further exercise of that (or any other) right, powers and remedies provided by law.

Certificate conclusive

15.2 In any action, proceedings or claim relating to this Deposit Agreement, a certificate as to any amount due to Uisce Éireann or any Secured Obligation amount(s) signed by an officer of Uisce Éireann shall, except in the case of manifest error, be conclusive and binding on the Depositor.

Partial invalidity

15.3 If, at any time, any provision of this Deposit Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

16 GOVERNING LAW

This Deposit Agreement is governed by, and shall be construed in accordance with, Irish law.

17 ENFORCEMENT

Jurisdiction of Irish courts

17.1 The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deposit Agreement (including a dispute regarding the existence, validity

or termination of this Deposit Agreement) (a “Dispute”). The Depositor agrees that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.

18 COUNTERPARTS

This Deposit Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Deposit Agreement to be duly executed as a deed and delivered on the date first set forth above.

DEPOSIT AGREEMENT - EXECUTION PAGE

GIVEN under the COMMON SEAL
of [*Depositor*]
and DELIVERED as a DEED

Director

Director/Secretary

Print name

Print name

or

Executed as a Deed

By: _____

Witnessed by: _____
Signature

Print name

Address:

Occupation:

Date:

GIVEN under the COMMON SEAL
of UISCE ÉIREANN
and DELIVERED as a DEED

Director

Director/Secretary

Print name

Print name

Appendix 9
Quality Assurance Regime

- Quality Assurance (QA) Design Requirements Manual
IW-CDS-5010-01 (Revision 2- January 2018)
- Quality Assurance (QA) Field Inspection Requirements Manual
IW-CDS-5010-02 (Revision 2 – January 2018)

Copies of these documents are included in USB.

Appendix 11

Public Relations & Nuisance

The Developer acknowledges that the Connection Works (and any associated works in the public area) are being carried out for and on behalf of Uisce Éireann. Accordingly, the Developer shall take steps to ensure, to the extent reasonably possible, that the Connection Works are completed without nuisance to the public and/or land owners adjoining the areas in which the Connection Works are being completed. In particular, the Developer shall (or shall ensure that its contractor(s) shall):

- If relevant, inform An Garda Síochána, members of the public and local residents of impending events likely to cause disturbance, prolonged working at nights or weekends, movements of heavy loads liable to cause traffic congestion or any other planned abnormal occurrence likely to cause disturbance to people in the vicinity of the Connection Works;
- not cause a nuisance or unnecessary inconvenience to the public or owners or occupiers of land;
- in addition to complying with the Specification(s) use every reasonable means to keep noise, vibration, dust, and air pollution resulting from its operations in connection with the Connection Works to a minimum;
- ensure that the roads and other places are kept free of mud and other debris connected with the Connection Works;
- ensure that its operations do not do any of the following in connection with (above or below ground) water resources (including pipelines, watercourses, lakes, aquifers, and the like):
 - interfere with supply to or abstraction from them;
 - cause or contribute to pollution or silting;
 - cause or contribute to erosion of their beds or banks.

Appendix 12
Forms of Collateral Agreement

Letter of Acceptance (This copy to be returned to Uisce Éireann duly completed)

To: Uisce Éireann
Connections and Developer Services
PO Box 860
South City Delivery Office
Cork City

I/We refer to the Connection Offer dated 22/09/2025 I/We confirm that I/we have read and understood the Connection Offer and the Appendices attached to the Connection Offer comprising the following:

- Appendix 1 Connection Application
- Appendix 2 General Conditions for Self-Lay Connection
- Appendix 3 Special Conditions
- Appendix 4 Connection Charge Summary
- Appendix 5 Specification(s) – Part 1A [Self-Lay Works]
Part 1B [Connection Works]
Part 2 [Arterial Pipes]
- Appendix 6 Codes of Practice and Standard Details
- Appendix 7 Forms of Deed of Grant
- Appendix 8 Required Security (as applicable)
- Appendix 9 Quality Assurance Regime
- Appendix 10 Register of Premises Serviced
- Appendix 11 Public Relations & Nuisance
- Appendix 12 Forms of Collateral Agreement

Note: The documentation contained in **Appendix 6** and **Appendix 9** are included in the Memory Stick accompanying the Connection Offer. By accepting this letter, the Developer acknowledges and agrees that he/she has accessed the said Memory Stick and read and understood the contents thereof and that he/she acknowledges that these documents form part of the Connection Offer.

I/We also confirm that I/we will complete the Register of Premises Serviced (contained in **Appendix 10**) and provide it to Uisce Éireann at the required intervals.

I/We acknowledge that the Connection Agreement is formed by acceptance of the Connection Offer, which consists of the documents set out above, and I/we accept Uisce Éireann's Connection Offer for connection to the Network(s) specified in the Connection Offer on the terms and conditions set out therein.

Uisce Éireann

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 22/09/2025 and all documents forming part of the Connection Agreement.

I/we further understand and acknowledge that there shall be no intention to create any legally binding contract between me/us and Uisce Éireann unless and until I/we have:

- a) completed and returned this Letter of Acceptance;
- b) paid the Connection Charge;
- c) provided the required Self-Lay Surety/Required Security/confirmation that the Relevant Local Authority Security has been put in place (and provided a copy of any relevant bond/confirmation of lodgement of funds). The Self-Lay Surety/Required Security can be made in the form of a cash bond or, alternatively, in any of the forms outlined in Uisce Éireann's Financial Security Policy (available at www.water.ie/connections);
- d) provided confirmation any Required Security, as specified in Appendix 8 of the Connection Offer, has been put in place.

I/we have made payment via:

- Electronic Funds Transfer EFT
- Cheque

I/we have completed any ancillary documents required under the Uisce Éireann Financial Security Policy in connection with the Self-Lay Surety/Required Security

Developer Name: South Dublin County Council
Developer Address: SDCC, County Hall, Tallaght, Dublin

Developer Reference: CDS2400832301

Developer Site Address: Hell Fire Club, R115 Road, Montpelier Hill, Dublin

First Mover Scheme

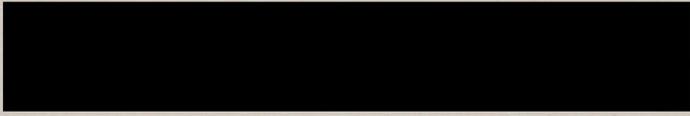
I/we wish to participate in the First Mover scheme. I/we understand and acknowledge that I/we will be obliged to comply with the terms of the First Mover scheme, in particular those set out in GC10.2 (provision of First Mover Financial Information) and acknowledge Uisce Éireann's requirement to hold certain information under this Connection Agreement for the purposes of administering the First Mover scheme in accordance with GC28.1.

First Mover opt-in:

From time to time, Uisce Éireann may wish to contact you in relation to other products or services or promotions which may be of interest to you. If you would like to receive these communications from Uisce Éireann, please select one or more of the options below:

Email SMS Mobile phone

Developer's signature:



For and on behalf of:

South Dublin County Council

Print full name of Developer in BLOCK letters: SOUTH DUBLIN COUNTY COUNCIL

Date: 28/10/2025

Appendices to Connection Offer:

- Appendix 1 Connection Application
- Appendix 2 General Conditions for Self-Lay Connection
- Appendix 3 Special Conditions
- Appendix 4 Connection Charge Summary
- Appendix 5 Specification(s) – Part 1A [Self-Lay Works]
Part 1B [Connection Works]
Part 2 [Arterial Pipes]
- Appendix 6 Codes of Practice and Standard Details
- Appendix 7 Forms of Deed of Grant
- Appendix 8 Required Security (as applicable)
- Appendix 9 Quality Assurance Regime
- Appendix 10 Register of Premises Serviced
- Appendix 11 Public Relations & Nuisance
- Appendix 12 Forms of Collateral Agreement

Appendix 8
Required Security (as applicable)

DEPOSIT AGREEMENT

UISCE ÉIREANN

POLICY NO. IW-FIN-POL-001

FINANCIAL SECURITY PACKAGE

DEPOSIT AGREEMENT

CDSxxxxxxxx

PRO FORMA DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT is made on 5th November 20[20]24

BETWEEN

- (1) [Scam Dublin County Council] a company incorporated under the laws of Ireland with companies office number [] and having its registered office at [County Hall, Tallaght, Dublin 24] (the "Depositor"); and
- (2) UISCÉ ÉIREANN having its registered office at Colvill House, 24 - 26 Talbot Street, Dublin 1, Ireland ("Uisce Éireann").

RECITALS

- (B) Uisce Éireann and the Depositor [have entered]/[wish to enter] into the Agreement[s].
- (C) In compliance with Uisce Éireann's Financial Security Policy, the Depositor has agreed to provide cash to Uisce Éireann as security for the Depositor's obligations under the Agreement(s) upon the terms and conditions of this Deposit Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Deposit Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Account" means the account number IE29 AIBK 9333 8464 3085 94 held in the name of Uisce Éireann with the Account Bank AIB, Account Holder, Uisce Éireann BIC/SWIFT: AIBKIE2D (as renumbered or redesignated from time to time), as notified by Uisce Éireann to the Depositor and into which the Depositor will pay or transfer (or procure the payment or transfer of) the Deposit Monies;

"Account Balance" means the balance for the time being and from time to time standing to the credit of the Account together with all interest (negative or positive) accrued on, or debited from, that balance;

"Account Bank" means Allied Irish Banks or such replacement account bank as Uisce Éireann may in its absolute discretion nominate from time to time;

"Agreement[s]" means the Self-Lay Connection Agreement (and ancillary agreements and documents) entered into between Uisce Éireann and the Depositor;

"Deposit Monies" means the initial cash sum in the amount of the Self-Lay Surety (as set out in the Agreement[s]) to be paid or transferred by the Depositor into the Account pursuant to Clause 3.1 together with all other cash sums paid or transferred into the Account pursuant to Clause 3.2;

“Enforcement Event” means a failure by the Depositor to make payment on a due date under or in connection with the Agreement[s];

“Financial Security Policy” means the Policy IW-FIN-POL-001, Financial Security Policy published by Uisce Éireann from time to time and approved by the Commission for Regulation of Utilities; and

“Secured Obligations” has the meaning given to it in Clause 2.

Interpretation

1.2

- (a) Unless a contrary indication appears, any reference in this Deposit Agreement to:
- (i) **“Uisce Éireann”**, the **“Depositor”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) an **“amendment”** includes a supplement, novation, restatement or re-enactment and **“amended”** will be construed accordingly;
 - (iii) a **“Clause”** shall be construed as a reference to a clause of this Deposit Agreement;
 - (iv) the **“Agreement[s]”**, this **“Deposit Agreement”** or any other agreement or instrument is a reference to the same as amended, restated, supplemented and/or novated from time to time;
 - (v) **“encumbrance”** includes a mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other encumbrance or security interest of any kind (other than a lien arising in the ordinary course of business by operation of law) or any other type or preferential arrangement having a similar effect;
 - (vi) a **“person”** includes any person, firm, company, body corporate, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing; and
 - (vii) a time of day is a reference to Irish time;
- (b) Clause headings are for ease of reference only and shall not affect the construction;
- (c) words denoting the singular number only shall include the plural number also and vice versa; and
- (d) words denoting one gender only shall include the other gender.

2. COVENANT TO PAY

The Depositor hereby irrevocably covenants to pay and discharge, as and when due and payable, all amounts and liabilities which are now or hereafter become due, owing or payable by it to Uisce Éireann, whether actually or contingently, as principal or as surety, solely or jointly and/or severally with others, whether in respect of principal, interest, fees, expenses or otherwise, under or in connection with

the Agreement[s] (all such amounts and liabilities together the "Secured Obligations").

3. DEPOSIT

- 3.1 The Depositor hereby undertakes, contemporaneously with entering into the Agreement[s], to pay or transfer the Deposit Monies into the Account.
- 3.2 The Depositor further undertakes that, so long as any Secured Obligation remains outstanding or to be discharged, it shall from time to time and as required under the Financial Security Policy pay or transfer further cash sums into the Account. Without prejudice to the Depositor's obligation to make such further payments or transfers, Uisce Éireann may notify the Depositor in writing of further sums required to be paid into the Account and the Depositor agrees and undertakes to make payment or have transferred the relevant sum(s) to the Account within 7 days of receipt by it of any such notice.
- 3.3 The Depositor hereby covenants that the aggregate of Deposit Monies paid or transferred by it into the Account shall at all times be equal to or greater than the aggregate of all present and future Secured Obligations.
- 3.4 All payments by the Depositor under this Clause 3 shall be:
- (a) free and clear of any withholding or deduction;
 - (b) for value on the date of payment;
 - (c) made without set-off or counterclaim; and
 - (d) made by way of electronic funds transfer to the Account.
- 3.5 The Depositor shall promptly provide Uisce Éireann with evidence of its irrevocable payment of all Deposit Monies paid or transferred by it into the Account.
- 3.6 Each payment or transfer by the Depositor under this Clause 3 shall constitute an irrevocable payment by the Depositor to Uisce Éireann for application by it in accordance with this Deposit Agreement.
- 3.7 The Depositor acknowledges and agrees that (a) all Deposit Monies paid or transferred into the Account will upon payment constitute monies belonging absolutely to Uisce Éireann and will be co-mingled with other deposit monies paid by other counterparties of Uisce Éireann under or in connection with similar arrangements with Uisce Éireann, and (b) the Account Bank will be entitled to and will charge or levy bank costs, charges, expenses, etc. (as referred to in Clause 4.3) relating to the Account by deducting the same from the Account Balance.
- 3.8 Uisce Éireann shall require the Account Bank to provide it with regular statements setting out the Account Balance, details of all payments made into and out of the Account (including, but not limited to, payments by or to the Depositor) and all bank costs, charges, etc. (as referred to in Clause 4.3) deducted from or charged to the Account from time to time. Uisce Éireann shall be entitled to keep confidential all such statements and all other details and information relating to the Account and the Account Balance.
- 3.9 In any litigation or arbitration proceedings arising out of or in connection with this Deposit Agreement and/or the Agreement[s], the entries made in or in respect of the Account maintained by the Account Bank are conclusive evidence of the matters to which they relate.
- 3.10 Any certification or determination by Uisce Éireann of an amount or rate under or in connection with the Account, the Account Balance, the Deposit Monies, this Deposit Agreement and/or the Agreement[s] is, in the absence of manifest error, conclusive evidence of the matters to

which it relates.

4. APPLICATION OF DEPOSIT MONIES

- 4.1 Subject to Clauses 4.2, 4.3 and 10 (Set-off), Uisce Éireann shall, and may only, apply the Deposit Monies in and towards payment and satisfaction of the Secured Obligations as and when they fall due. Any such application of the Deposit Monies, whether in whole or in part, shall operate to discharge, pro tanto, the relevant Secured Obligations.
- 4.2 If, at any time, in its absolute discretion, it is satisfied that the Deposit Monies paid by the Depositor into the Account exceed the then present and future Secured Obligations, then as soon as practicable after receipt of a written request from the Depositor Uisce Éireann shall pay or procure the payment of an amount equal to the excess to the Depositor from the Account or from such other sources as it may decide. The Depositor acknowledges and agrees that any such payment shall be without prejudice to its own continuing obligations under Clause 3.2.
- 4.3 The Depositor acknowledges and agrees that the Account and the Account Balance shall be operated in accordance with the usual terms and conditions operated by the Account Bank from time to time and that Uisce Éireann shall have no liability whatsoever in respect of any reduction in value or application of the Account Balance and the Deposit Monies as a result of and/or in or towards bank costs, charges, expenses, fees, commissions, set-off or counterclaim by the Account Bank in any circumstance whatsoever save where the same results from Uisce Éireann's negligence or wilful misconduct.

5. UISCE ÉIREANN COVENANTS

Uisce Éireann shall:

- (a) operate the Account in good faith and in a proper commercial and business-like manner in accordance with the Financial Security Policy unless and until an Enforcement Event occurs; and
- (b) use its reasonable endeavours to procure a market related rate of interest applicable to the Account Balance from time to time.

6. DEPOSITOR ACKNOWLEDGEMENTS AND COVENANTS

- 6.1 The Depositor acknowledges, agrees and undertakes that it will not, and will not be entitled to:
- (a) seek, or assert any right to seek, payment or release of any part of the Account Balance to it or support anyone else seeking to do any of the same; or
 - (b) claim or assert any right, title, interest and/or benefit in or to the Account and/or the Account Balance (or any part thereof) or support anyone else seeking to do so; or
 - (c) do, or cause or permit to be done, anything which may in any way depreciate, jeopardise or otherwise prejudice the Account, the Account Balance or Uisce Éireann's right and title thereto.
- 6.2 The Depositor acknowledges and agrees that (a) its right to payment under Clause 4.2 is a separate stand-alone right against Uisce Éireann itself and not in respect of the Account and/or the Account Balance, and (b) it has no right, title, interest and/or benefit in or to the Account and/or the Account Balance.

7. SECURITY COVER

- 7.1 This Deposit Agreement and the payments and transfers made by the Depositor pursuant to Clause 3 (*Deposit*) is made to satisfy the obligation(s) of the Depositor under the Agreement[s]

to provide or procure Security Cover (as defined in the Financial Security Policy).

- 7.2 The Depositor shall have the right at any time, upon 30 days' prior written notice in writing to Uisce Éireann, to offer alternative or substitute collateral as Security Cover. Any such alternative collateral must be in form and substance satisfactory to Uisce Éireann (at its discretion but consistent with the provisions relating to Security Cover as set out in the Financial Security Policy).

8. REPRESENTATIONS

8.1 The Depositor hereby represents and warrants to Uisce Éireann that:

- (a) it is a company duly incorporated and existing under the laws of Ireland³;
- (b) it has full power to enter into, deliver and perform its obligations under this Deposit Agreement;
- (c) all necessary corporate, shareholder and other action needed to permit it to execute and deliver this Deposit Agreement, to perform its obligations hereunder has been taken;
- (d) the obligations on its part are legal, valid, binding and enforceable;
- (e) all authorisations, consents, registrations and notifications which must be obtained in connection with its execution and performance of this Deposit Agreement have been obtained or made and are in full force and effect;
- (f) its execution of, compliance with its obligations under this Deposit Agreement do not and will not conflict with:
 - (i) its constitutional documents; or
 - (ii) any law or regulation binding on it;
- (g) immediately prior to payment thereof into the Account, it is the beneficial owner, free and clear of any encumbrance, of the Deposit Monies;
- (h) it is not required to make any deduction or withholding from any payment into the Account;
- (i) the choice of Irish law as the governing law of this Deposit Agreement will be recognised and enforced in its jurisdiction of incorporation; and
- (j) any judgment obtained in Ireland in relation to this Deposit Agreement will be recognised and enforced in its jurisdiction of incorporation.

8.2 The representations and warranties set out in Clause 8.1 shall be deemed to be made by the Depositor by reference to the facts and circumstances then existing on the date of each further payment or transfer pursuant to Clause 3.2.

9. FURTHER ASSURANCE

Each party hereto undertakes, from time to time and at all times to execute and do all such deeds, assurances, agreements, instruments, acts and things as the other may

³ In the event that the any of the Representations at Clause 8.1 above cannot be made, the Depositor should contact Uisce Éireann immediately to discuss.

reasonably require in furtherance of the intent and purpose of this Deposit Agreement.

10. SET-OFF AND RIGHT OF APPROPRIATION

Without limiting any other right of set-off or of combining accounts or any similar right to which Uisce Éireann may be entitled (including rights under the Agreement[s] or any other contract between Uisce Éireann and the Depositor), Uisce Éireann shall be entitled at any time following an Enforcement Event and without notice to the Depositor to:

- (a) set-off all or any part of the Secured Obligations (whether or not then due and payable by the Depositor) against the obligations and liabilities of Uisce Éireann under or in respect of the Agreement[s]; and/or
- (b) apply or appropriate such proportion of the Account Balance as represents the Deposit Monies in or towards the payment or discharge of the Secured Obligations.

11. RELEASE

3.1. Uisce Éireann shall pay or procure the payment to the Depositor of an amount equal to the balance of the Deposit Monies (following their application in accordance with Clause 4 and after deduction of any actual or contingent tax loss, cost, charge or liability imposed, arising, levied or assessed thereon or in respect thereof) together with a sum representing a good faith and fair apportionment of interest applicable to the Deposit Monies (by reference to the time(s) and amounts paid by the Depositor into the Account) upon receipt of the written request of the Depositor:

- (a) once the Secured Obligations have been indefeasibly discharged in full and provided that the Depositor has no further obligations to Uisce Éireann under or in respect of the Agreement[s]; and
- (b) subject to no Enforcement Event subsisting at such time, upon receipt by it of alternative or substitute collateral as Security Cover (as defined in the Financial Security Policy) in form and substance satisfactory to Uisce Éireann together with a legal opinion from Uisce Éireann's legal counsel confirming that the provision of such alternative or substitute collateral and the payment of such amount to the Depositor (or to its order) will not expose Uisce Éireann to the risk of the alternative or substitute collateral being avoided, set aside or reduced as a result of insolvency or any similar event.

3.2 The Depositor acknowledges and agrees that its right to payment under Clause 11.1 is a separate stand-alone right against Uisce Éireann itself and not in respect of the Account and/or the Account Balance.

12 TAX INDEMNITY

If Uisce Éireann is required to make any payment of or on account of tax on or in relation to this Deposit Agreement, the Account, the Account Balance and/or the Deposit Monies or if any liability in respect of any of the same is imposed, levied or assessed against Uisce Éireann, the Depositor shall, upon demand by Uisce Éireann, indemnify Uisce Éireann if it suffers a loss, liability or cost (directly or indirectly) as a result against such payment or liability. Uisce Éireann shall be entitled to apply

the Account Balance to pay and discharge any such tax or liability at any time without notice to the Depositor.

13 NOTICES AND COMMUNICATION

Any communication or notification given or made by a party under this Deposit Agreement shall be in accordance with the Financial Security Policy.

14 ASSIGNMENT

14.1 The Depositor may not assign, transfer, declare trusts over or otherwise deal with any of its rights or obligations under this Deposit Agreement without Uisce Éireann's prior written consent.

14.2 Uisce Éireann may at any time assign, transfer and/or declare trusts over its rights and obligations under this Deposit Agreement without the consent of the Depositor.

14.3 This Deposit Agreement shall be binding upon and inure to the benefit of the Depositor and Uisce Éireann and their respective successors and permitted assigns.

15 MISCELLANEOUS

Rights cumulative, no waiver

15.1 Failure by Uisce Éireann to exercise any right, or delay in doing so, will not operate as a waiver of that right; and a failure or delay in exercising, or a single or partial exercise of any right, power, privilege or remedy does not preclude any exercise of further exercise of that (or any other) right, powers and remedies provided by law.

Certificate conclusive

15.2 In any action, proceedings or claim relating to this Deposit Agreement, a certificate as to any amount due to Uisce Éireann or any Secured Obligation amount(s) signed by an officer of Uisce Éireann shall, except in the case of manifest error, be conclusive and binding on the Depositor.

Partial invalidity

15.3 If, at any time, any provision of this Deposit Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

16 GOVERNING LAW

This Deposit Agreement is governed by, and shall be construed in accordance with, Irish law.

17 ENFORCEMENT

Jurisdiction of Irish courts

17.1 The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deposit Agreement (including a dispute regarding the existence, validity

or termination of this Deposit Agreement) (a "Dispute"). The Depositor agrees that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.

18 COUNTERPARTS

This Deposit Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Deposit Agreement to be duly executed as a deed and delivered on the date first set forth above.

DEPOSIT AGREEMENT - EXECUTION PAGE

GIVEN under the COMMON SEAL
of [Depositor]
and DELIVERED as a DEED



Director

Director/Secretary



Print name

Print name

or

Executed as a Deed

By: _____

Witnessed by: _____
Signature

Print name

Address:

Occupation:

Date:

GIVEN under the COMMON SEAL
of UISCE ÉIREANN
and DELIVERED as a DEED

Director

Director/Secretary

Print name

Print name

Appendix 9
Quality Assurance Regime

- Quality Assurance (QA) Design Requirements Manual
IW-CDS-5010-01 (Revision 2- January 2018)
- Quality Assurance (QA) Field Inspection Requirements Manual
IW-CDS-5010-02 (Revision 2 – January 2018)

Copies of these documents are included in USB.