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F3, Calmount Business Park
Ballymount
Dublin 12
Dublin
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Uisce Éireann
Bosca OP 448
Oifig Sheachadta na
Cathrach Theas
Cathair Chorcaí

Uisce Éireann
PO Box 448
South City
Delivery Office
Cork City

www.water.ie

CONNECTION OFFER

To: Jacko Investments Limited
Ardee House
River Road
Dublin
D15HW26
FAO: Eugene Keating
(the "Customer")

Our Ref: **CDS1900574202**

Connection Agreement – Lord Mayors Pub, Main Street, Swords, Dublin

Date: 6 May 2025

SUBJECT TO CONTRACT

Dear Applicant,

Outcome of your Connection Application - Summary

We have completed the review of your Connection Application.

Uisce Éireann has reviewed your application for connection(s) to the Network(s). Based upon the details provided by you, Uisce Éireann can offer you a connection(s) in accordance with the terms of this Connection Offer.

Where can you find more information?

You can find more information about the terms of your Connection Offer in this **Connection Offer letter** and enclosures. Please read this Connection Offer letter and the following enclosed documents, in particular:

- General Conditions (Appendix 2)
- Special Conditions (Appendix 3)

If you have any queries in relation to this Connection Offer, please contact our Customer Service Department at:

Telephone: 1800 278 278 or +353 1 707 2828

Email: newconnections@water.ie

Web: www.water.ie/contact-us

Next Steps¹ to proceed with this Connection Offer:

- Sign and return the Letter of Acceptance (see attached)
- Pay the Connection Charge (see Section 3(a) below)
- You have **90 days** from the date of this Connection Offer to accept the offer

Unauthorised Connections:

As per the conditions set out in Appendix 3 herein, Uisce Éireann will deliver the full physical connection works on the public side from its Network(s) to your property boundary. Only Uisce Éireann or our authorised agents are permitted to make the Connection to its network.

In instances where a Connection has been made, either directly or indirectly, to the network without consent, this constitutes an illegal Connection under the Water Services Act of 2007. Where Uisce Éireann becomes aware of illegal connections to the water and wastewater networks, it maintains the right to prosecute or take appropriate action. Uisce Éireann reserves the right to disconnect connections completed by another entity.

If you wish to proceed with this Connection Offer, please complete the Next Steps listed above.

Yours sincerely



Dermot Phelan
Connections Delivery Manager

¹ The purpose of this list is to draw particular attention to the key deliverables in the Connection Agreement. Developers are required to adhere to all requirements specified in the Connection Agreement.

Outcome of your Connection Application - Details

Providing a connection between the: Water Works and Wastewater Works (the "Network(s)") AND The development located at: Lord Mayors Pub, Main Street, Swords, Dublin (the "Customer's Premises")

Following receipt of your application for a connection to the Network(s) (the "**Customer Application**"), Uisce Éireann is pleased to offer you ("**You**" or the "**Customer**"), a connection between the Network(s) and the Customer's Premises, subject to and in accordance with the conditions set out in this Connection Offer (the "**Connection Offer**"), the General Conditions for a Water and/or Wastewater Connection (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).

This Connection Offer is conditional upon payment of the Connection Charge and the return of the signed Letter of Acceptance (the form of which is included at Appendix 1 to this Connection Offer).

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

1. Connection Agreement

We enclose a Letter of Acceptance for your consideration.

We would encourage You to read the entirety of this Connection Offer and the Connection Agreement. If You are satisfied with these and wish to proceed, please:

- sign the Letter of Acceptance and return it to **Uisce Éireann, PO Box 860, South City Delivery Office, Cork City**. Alternatively, You can send back a scanned version of the signed Letter of Acceptance to newconnections@water.ie; and
- pay the Connection Charge in accordance with section 3 below.

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 completed the above steps.

If, in the opinion of Uisce Éireann, You have not returned the Letter of Acceptance or paid the Connection Charge, no contract shall come into force.

Once the signed Letter of Acceptance has been returned **and** the Connection Charge has been paid, the Connection Agreement shall become legally binding on You and Uisce Éireann and the Connection Works can be carried out. The Connection Agreement is comprised of this Connection Offer, the General Conditions and any Special Conditions. In the event of any conflict or inconsistency between these documents, they shall apply in the following order:

- i. Special Conditions
- ii. General Conditions
- iii. Connection Offer.

Any decision by Uisce Éireann to enter into a Connection Agreement with You is made in reliance on the information in and with Your Customer Application. If the information supplied is incorrect or incomplete, Uisce Éireann reserves the right to apply additional Connection Charges and contract terms.

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 of the connection. If during the process of detailed design Uisce Éireann, at its discretion, forms the opinion (acting reasonably) that either:

- 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,

then the Connection Agreement may be terminated by Uisce Éireann in accordance with General Condition 18.

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.

2. Validity of Connection Offer

You have 90 days from the date of this Connection Offer to accept the Connection Offer by returning the Letter of Acceptance **and** paying the Connection Charge. Thereafter, the Connection Offer shall lapse unless otherwise agreed in writing by Uisce Éireann.

3. Connection Charge

The Connection Charge(s) shall be determined in accordance with Uisce Éireann's Connection Charging Policy as set out in the Water Charges Plan (which can be found at www.water.ie/connections)

The Water Connection charge is €294,054.00
The Wastewater Connection charge is €480,557.00.

The Total Connection Charge is €774,611.00 ("**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.

4. **Connection Works**

Once the Connection Offer has been validly accepted, Uisce Éireann or its agent shall make contact with You to schedule the Connection.

5. **Distribution System, Drains and Service Connection**

You are responsible for providing, maintaining and renewing the Distribution System and/or Drains and Service Connection required for the provision of Water Services (see General Condition 10).

6. **Cancellation by the Customer**

You may cancel the proposed Connection by writing to Uisce Éireann at the contact address set out below within fourteen (14) Business Days of returning the Letter of Acceptance:

- noting that you wish to cancel the Connection; and
- quoting the reference number set out above (see 'Our Reference' on the first page of this letter);

No charges will be incurred by You unless the Connection or part thereof has already been carried out with your agreement. If You cancel the Connection in accordance with this paragraph, Uisce Éireann will refund any payment which You have already made for the proposed Connection, subject to any costs that may have already been incurred by Uisce Éireann in the provision of the Connection.

7. **Queries**

If You have any queries in relation to the payment of the Connection Charge or otherwise, please contact Uisce Éireann's Customer Service Department at:

Telephone: 1800 278 278 or +353 1 707 2828
Email: newconnections@water.ie
Web: www.water.ie/contact-us

8. Disputes

Any dispute in respect of the terms of this Connection Offer (including in relation to the Estimate of Connection Costs) may, upon your application, be referred to the Uisce Éireann complaints process. Details of the Uisce Éireann Complaints Process are available on the Uisce Éireann website.

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 30.

9. Next Steps

- **Accepting the Offer:** sign and return the Letter of Acceptance and pay the Connection Charge.
- **Customer Construction Phase:** If required, Uisce Éireann or its agent will contact You in relation to the connection assets required to facilitate your connection to the Network(s).
- **Connection to Network(s):** Uisce Éireann or its agent will contact You to arrange a suitable time to complete the Connection Works.

Appendix 1

Letter of Acceptance

Letter of Acceptance

[to be returned to Uisce Éireann]

Uisce Éireann
PO Box 860
South City Delivery Office
Cork City

I/we have read, understood, accept and agree to comply in full with the terms of the Connection Offer dated 6 May 2025, the General Conditions and any Special Conditions (which together constitute 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 completed, signed and returned this Letter of Acceptance and paid the Connection Charge.

I/we have made payment for Connection Reference CDS1900574202 via

Electronic Funds Transfer EFT
Cheque

☒
☐

Customer address: Ardee House, River Road, Dublin 15 HW26

Customer's signature: Eugene Keating

For and on behalf of: JACKO Investments Limited

Print full name of Customer in BLOCK letters: EUGENE KEATING

Date: 23/05/2025

Connection Reference: CDS1900574202

Drinking Water Connection Required Date: February 2026

Wastewater Connection Required Date: February 2026

The connection required date above will be used to schedule your works within agreed timelines.

APPENDIX 2

General Conditions

UISCE ÉIREANN

General Conditions for a Water and/or Wastewater Connection

(Version 0.2)

February 2019

APPENDIX 3

Special Conditions

Notes

SECTION 3.0 – Special Conditions pertaining to the Water/Wastewater Service Connection(s)

SECTION 3.1 - Water Service Connection(s)

1	Distance from Customer's Premises to Connection Point in metres (Service Connection).	14.00	m
2	Diameter of Service Connection required (external diameter in mm).	180.00	mm
3	Diameter of meter required (external diameter in mm).	1 no. 100mm non-mech (bulk) 1 no. 50mm mech (apartments) 7 no. 25mm (non-dom)	
4	Distance from Service Connection Point to the existing mains in metres (Mains Extension).	0.00	m
5	Uisce Éireann will deliver the full physical connection works on the public side from its Network(s) to your property boundary.		
6	Meter Fit Details:		

Entrance bulk flow meter chamber:
Meter Chamber, pipework and spool piece fitted at connection stage in compliance with UÉ Code of Practice. The meter will be fitted by Uisce Éireann after the connection works are complete.
Bulk Meter Size: Install DN100 Inline Electromagnetic Battery Meter
Strainer Required: No
Kiosk Requirements: Kiosk in accordance with Standard Detail STD-W-36.
Spool Piece Size: In accordance with Standard Detail STD-W-26
Chamber Requirements: Meter Chamber Required in accordance with Standard Detail STD-W-26.

Apartment meter chamber:

Meter Chamber, pipework and spool piece fitted at connection stage in compliance with NW Code of Practice. The meter will be fitted by Irish Water after the connection works are complete.	
Meter Size	50
Strainer Required	Not Required
Kiosk Requirements	If the meter/meter chamber is located in a trafficked area then a Kiosk in accordance with Standard Detail STD-W-36 will be required. Otherwise no Kiosk required.
Spool Piece Size	The flanged spool piece length be 200mm as per "Preferred values of L" column of table 1 in document I.S. EN ISO 4064-4:2014. Diameter of Flange is 165mm. Dismantling Joint is required.
Chamber Requirements	Meter Chamber Required in accordance with Standard Detail STD-W-26A
Hydrant Required	Not Required

Other chambers:
25mm non-domestic flow meters: inline meter chamber with Standard Detail STD-W-26G

7 The design & construction of the new proposed water connection to be in accordance with the UÉ Codes of Practice and Standard Details. These are available from the UÉ website

8	Once the offer has been accepted with payment and signed counterpart returned, Uisce Éireann will commence the design of the Connection Works and obtain all relevant statutory approvals including obtaining a Road Opening Licence (ROL) to allow the 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 connection works taking place.		
SECTION 3.2 - Wastewater Service Connection(s)			
1	Distance from Customer's Premises to Connection Point in metres (Service Connection).	10.00	m
2	Diameter of Service Connection required (internal diameter in mm).	225.00	mm
3	Distance from Service Connection Point to the existing mains in metres (Mains Extension).	0.00	m
4	Uisce Éireann will deliver the full physical connection works on the public side from its Network(s) to your property boundary.		
5	The design & construction of the new proposed wastewater connection to be in accordance with the UÉ Codes of Practice and Standard Details. These are available from the UÉ website		
6	No storm runoff shall drain to the public foul sewer		
7	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 Premises. 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: A.a Connection to the Premises is not feasible or practicable or safe to complete; or B.a Connection to the Premises would involve the expenditure by Uisce Éireann of monies in excess of that provided for by way of the Connection Charge, then the Connection Agreement may be terminated by Uisce Éireann by way of written notice to the Customer. In the event that Uisce Éireann exercises its right to terminate the Connection Agreement on the basis of the foregoing then Uisce Éireann shall return any Connection Charge paid by the Customer, less (if deemed appropriate by Uisce Éireann) any outstanding costs and expenses incurred by Uisce Éireann as at the date of termination. This provision is additional to and does not replace any other provisions relating to termination.		
8	Once the offer has been accepted with payment and signed counterpart returned, Uisce Éireann will commence the design of the Connection Works and obtain all relevant statutory approvals including obtaining a Road Opening Licence (ROL) to allow the 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 connection works taking place.		

APPENDIX 4

Connection Charge

Connection Charge	
Water Connection Charge	
Standard Charge	€290,339.00
Standard Charge – Additional Service Length	€0.00
Quotable Charge	€2,859.00
Quotable Charge – Road Opening Licence Fee	€198.00
Quotable Charge – Additional Costs Associated with Road Opening Licence	€658.00
Shared Network Infrastructure Charge - Water	€0.00
Sub total	€294,054.00
Wastewater Connection Charge	
Standard Charge	€480,557.00
Standard Charge – Additional Service Length	€0.00
Quotable Charge	€0.00
Shared Network Infrastructure Charge - Wastewater	€0.00
Sub total	€480,557.00
Total Connection Charge	€774,611.00

**General Conditions for a Water and/or Wastewater 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 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;

“Connection Charging Policy” means the Uisce Éireann Connection Charging Policy which may be found at www.water.ie/connections;

“Connection Offer” means the conditional offer letter issued by Uisce Éireann to the Customer relating to the connection of the Customer’s Premises to the Network(s) and which forms part of the Connection Agreement;

“Connection Agreement” means the agreement between the Customer and Uisce Éireann to facilitate the connection of the Customer’s Premises to the Network(s), which shall be comprised of the Connection Offer (including the appendices thereto), the General Conditions and the Special Conditions (if any);

“Connection Charge” means the charge for connecting to the Uisce Éireann Waterworks and/or Wastewater Works (as the case may be), 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 and installed by Uisce Éireann in order to connect the Customer's Pipe Work to the Network(s);

"Connection Point(s)" means a location or locations to be determined by Uisce Éireann (which may be outside the boundary to the curtilage of the Customer's Premises) at which the Customer's Pipe Work is to be connected to the Waterworks (where, as specified in the Connection Offer, the Customer requires connection to the Waterworks) or the Wastewater Works (where, as specified in the Connection Offer, the Customer requires connection to the Wastewater Works) (via the Service Connection(s)). Connection Points may differ for both the Waterworks and Wastewater Works;

"Connection Works" means the permanent and temporary works and services to be performed by or on behalf of Uisce Éireann in the acquisition, design, procurement, construction and installation of the Connection Facilities and the obtaining of permits and the tie-in and commissioning of a 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;

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

"Customer's Pipe Work" means the pipe, relating fittings and associated accessories to be laid by the Customer within the boundary of the Customer's Premises in accordance with Relevant Standards and Applicable Laws, , and the Distribution System (if connecting to the Waterworks) and the Drain (if connecting to the Wastewater Works), to be used to connect the Customer's Premises at a Connection Point;

"Customer's Premises" means the premises identified as such 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:

- receiving Water Services; or
- specified in an application for Water Services completed by the Customer; or
- a premises deemed to be a premises by Uisce Éireann; or
- such other premises as may be notified by the Customer 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;

"Deed(s) of Grant of Wayleaves and Easements" means the Deed(s) of Grant of Wayleaves and Easements referred to in Clause 10 hereof;

"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 Customer's 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 Customer's Premises or to any wastewater treatment system on a Customer's 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;

"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 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 local authority or by any contractor, subcontractor or agent of the affected Party;
- 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; and
- 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;

“Uisce Éireann” means Uisce Éireann (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;

“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 then in force;

"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 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.

"Public Road" means a road over which a public right of way exists and the responsibility for the maintenance of which lies on a road authority;

"Reasonable and Prudent Operator" 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 and diligence 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"** 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 Connections and Developer Services Standard Details and Codes of Practice published and amended from time to time by Uisce Éireann which are applicable to the Customer's Pipe Work and which are available on the Uisce Éireann website (www.water.ie/Connections);

"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 Customer requires connection to the Waterworks) or Wastewater Works (where, as specified in the Connection Offer, the Customer requires connection to the Wastewater Works) to the outer edge of the boundary to the curtilage of the Customer's Premises and used, or to be used as the case may be, for the purpose of connecting the Customer Premises with a Waterworks and/or Wastewater Works (as the case may be), and, if used or to be used for connecting more than one such premises it shall extend to the outer edge of the boundary to the curtilage of the premises which is furthest from the said Waterworks and/or Wastewater Works (as the case may be);

"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;

"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 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;

"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;

"Water Supply Maintenance Point" means the point at which a Service Connection for water supply enters the boundary to the curtilage of the Customer's Premises.

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 "Clause" or "Appendix" is a reference to a Clause or Appendix 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 Connection 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; and
 - 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.

5. **Regulated Entity:** Uisce Éireann operates within a regulatory framework governed by the Regulators.
6. **New Connection:** Uisce Éireann shall charge and the Customer has agreed to pay in full the Connection Charge notified to the Customer in the Connection Offer. Following payment by the Customer, Uisce Éireann shall perform or procure a third party to perform its obligations under the Connection Agreement and the Customer shall perform its obligations under the Connection Agreement.
7. **Sub-contractors/Agents:** The Customer 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 Customer shall have no recourse to any such third party; the Customer'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 Subject to the terms of this Connection Agreement, Uisce Éireann will carry out (or procure the carrying out) of Connection Works to facilitate the connection of the Customer's Premises to the Waterworks and/or Wastewater Works as specified in the Connection Offer).
 - 9.2 The Customer will:
 - 9.2.1 carry out its obligations pursuant to Clause 10 to facilitate the connection of the Customer's Premises to the Waterworks and/or Wastewater Works (as the case may be and as specified in the Connection Offer);
 - 9.2.2 comply with all Relevant Standards and Applicable Laws and obtain all necessary easements, licences, permits or authorisations that may be required in connection with the performance of its obligations and its receipt of the Water Services pursuant to this Connection Agreement.
10. **Customer's Connection Obligations:**
 - 10.1 The Customer shall:
 - 10.1.1 make payment to Uisce Éireann of the Connection Charge set out in the Connection Offer;
 - 10.1.2 in a timely manner, provide, install, test and commission within the boundary to the curtilage of the Customer's Premises all Customer Pipework

necessary to connect the Customer's Premises, Distribution System (if connection is to Waterworks) and Drain(s) (if connection is to Wastewater Works) to the Network(s) at the Connection Point(s) in accordance with Relevant Standards and Applicable Law;

10.1.3 provide safe, free and unrestricted access (which access may not be exclusive) for Uisce Éireann and, and all parties acting on its behalf, to any land or premises of the Customer when reasonably required for the purposes of Uisce Éireann's functions or in relation to this Connection Agreement;

10.1.4 if required by Uisce Éireann in the Connection Offer and at the Customer's own cost, procure adequate way-leaves and easements from third party landowners for the Customer Pipe Work and the Connection Facilities (so that Uisce Éireann and all parties acting on its behalf can establish and carry out the Connection Works) and if required by Uisce Éireann:

10.1.4.1 deliver for approval by Uisce Éireann the PRA Compliant Map;

10.1.4.2 where the Connection Facilities are not entirely comprised within the boundaries of the lands owned by the Customer, the Customer shall deliver to Uisce Éireann a Deed of Grant of Wayleaves and Easements (in duplicate) for the benefit of Uisce Éireann and the Connection Facilities, duly executed by the applicable landowner (to include without limitation a protected strip of ten metres, five metres on either side of the Connection Facilities, in respect of the full length of the Connection Facilities, unless an alternative strip width has been agreed in writing with Uisce Éireann) TOGETHER WITH the PRA Compliant Map. The required form of Deed of Grant of Wayleaves and Easements will be provided by Uisce Éireann on request;

10.1.4.3 irrevocably instruct its appointed solicitor to use best endeavours to stamp and register the Deed(s) of Wayleaves and Easements in the Property Registration Authority as soon as practicable at the Customer'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 Customer shall consent to Uisce Éireann taking over the registration process, and the Customer undertakes and agrees to assist Uisce Éireann with this registration process following written request to do so;

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

10.1.5 inform Uisce Éireann, and all parties acting on its behalf, of any relevant safety precautions before entry to the Customer's Premises. Since Uisce Éireann will not be aware of the specific hazards present on the

Customer's Premises, the Customer is obliged to inform Uisce Éireann of such hazards. The Customer must ensure that Uisce Éireann, and all parties acting on its behalf, are either accompanied at all times by the Customer, or has 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;

10.1.6 co-operate with and assist Uisce Éireann, and all parties acting on its behalf;

10.1.7 not unreasonably interfere with or restrict the carrying out of Uisce Éireann's obligations in accordance with this Connection Agreement;

10.1.8 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 Connection Works 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;

10.1.9 be solely responsible at all times for maintaining and keeping excavations and reinstatements on its property in a safe and secure condition and will indemnify and keep indemnified Irish Water, its servants, agents and contractors against all claims, demands, proceedings, damages and expenses whatsoever in respect thereof;

10.1.10 where there is to be a connection to the Waterworks, accept liability for the care, maintenance, renewal and repair of the Customer Pipework and the plumbing fixtures and fittings and associated pipework of the Distribution System up to the Connection Point where the Service Connection connects with the Distribution System, to ensure that such infrastructure complies at all times with Applicable Law including but not limited to European Union (Drinking Water) Regulations 2014 and any regulations that may be made under Section 54 of the Water Services Act 2007 or any bye-laws made by Uisce Éireann. Uisce Éireann shall accept no responsibility for the maintenance, renewal, adequacy, safety or other characteristics of such infrastructure, save that, in terms of water supply, Uisce Éireann shall maintain and repair that part of the Service Connection extending from the Waterworks up to the Water Supply Maintenance Point;

10.1.11 where there is to be a connection to the Wastewater Works, accept liability for the care, maintenance, renewal and repair of the Customer Pipe Work and the plumbing fixtures and fittings and associated pipework of any Drains up to the Connection Point with the Service Connection to which those Drains are connected. Uisce Éireann shall accept no responsibility for the maintenance, renewal, adequacy, safety or other characteristics of such infrastructure. Any Drain or Drains located within the boundary to the curtilage of the Customer's Premises and/or any system of Drains that drains more than one premises within the boundary to the curtilage of those Customer's Premises shall be the sole responsibility of the Customer; and

10.1.12 agree the timing of any works to be carried out by the Customer with Uisce Éireann.

- 10.2 The Customer shall take such steps as Uisce Éireann may notify from time to time to prevent a risk to human health or the environment, to facilitate the reasonable conservation of water, to ensure the proper and effective management of Water Services, to prevent contamination of any Waterworks (where there is to be a connection to the Waterworks), and to protect the Wastewater Works (where there is to be a connection to the Wastewater Works).
- 10.3 The Customer shall not allow discharge of rainwater runoff from roofs, paved areas or other surfaces into any Drain or Sewer, except as may be agreed in advance in writing with Uisce Éireann.
- 10.4 During the duration of this Connection Agreement, 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.
- 10.5 For the avoidance of doubt, the Customer 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 Customer's Premises notified to Uisce Éireann by the Customer to which the Service Connection applies. Uisce Éireann shall in no way be liable for a breach of this provision by the Customer 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.
- 10.6 The Customer hereby indemnifies Uisce Éireann and its servants, agents and contractors in respect of any loss, damage or injury that may result from the laying or use of pipes within the boundary to the curtilage of the Customer's Premises. The Customer indemnifies Uisce Éireann and its servants, agents and contractors in respect of any loss, damage or injury caused as a result of any leakage of Wastewater from Drains or Service Connections or water from the Distribution System up to the Connection Point where Service Connection connects with the Distribution System.
- 10.7 The Customer shall be solely responsible for preventing any backflow, back syphonage or blowback from the Distribution System of the Customer's Premises into the Water Main or Waterworks.
- 10.8 Where a connection is made to the Wastewater Works, Uisce Éireann shall be entitled to take spot samples of the Wastewater discharged by the Customer for the purposes of testing compliance with the terms of this Connection Agreement and/or for general research or compliance purposes. If, in the opinion of Uisce Éireann, the characteristics of the Customer's Wastewater are such that it is likely to produce what Uisce Éireann determines to be a significant impact upon the Wastewater Works, then Uisce Éireann may require the Customer to enter into a separate end-user agreement containing additional conditions in connection with the treatment of the

Customer's Wastewater. The Customer acknowledges and agrees that it will, if requested to do so by Uisce Éireann, cease discharging its Wastewater to the Network pending entry into the end-user agreement

11. Use of Water:

11.1 Where in the opinion of Uisce Éireann, waste or deliberate misuse of water occurs on the Customer's Premises, Uisce Éireann may restrict or reduce the pressure of the Water Services temporarily until satisfied that the waste or misuse has been rectified.

11.2 The Customer may in times of water scarcity be required to limit the use of Water for essential purposes only as prescribed by Uisce Éireann.

11.3 With the exception of customers covered under the Uisce Éireann Domestic Customer Vulnerable Code of Practice, the Customer shall be responsible for installing and maintaining sufficient storage to provide a reserve water supply if that is necessary for any special needs which the Customer has for a specific rate of flow or pressure or if, taking account of any interruption to the Water Services which might occur due to works, a burst or any other reason, a prudent customer acting reasonably in order to protect its business needs would provide such storage.

11.4 The Customer shall ensure so far as practicable that all water is drawn at a reasonably regular rate of flow and pressure and shall use its storage facility to reduce peak demands being made upon the Waterworks by the Customer.

11.5 The provisions of this Clause 11 shall survive the termination or expiry of this Connection Agreement.

12. Time for Completion/Delays: Uisce Éireann shall use commercially reasonable endeavours to ensure that the Connection Works are completed in a timely manner but Uisce Éireann shall not be liable for any loss or damage suffered by the Customer in respect of delays resulting from any cause whatsoever.

13. Third Party Losses: The Customer 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.

14. Liability:

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

14.2 **Death or Personal Injury:** Subject to Clause 14.1 above, nothing in this Connection Agreement will exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or any other loss that cannot be excluded or

limited under Applicable Law.

- 14.3 **Reasonable and Prudent Operator:** Subject to Clause 14.2, 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 Customer in respect of this Connection Agreement.
- 14.4 **No liability for Force Majeure:** Neither Party shall be liable for any breach of this Connection Agreement directly or indirectly caused by Force Majeure.
- 14.5 **No Liability:** Neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for: (a) any loss of profit, revenue, use, contract (other than this Connection Agreement), opportunity, or goodwill; or (b) punitive or exemplary damages; or (c) any indirect, consequential, incidental or special damages (including punitive damages).
- 14.6 **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.
15. **Assignment:** The Customer 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.
16. **Sub-contractors:** 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 Customer of the performance of any obligations or duties under this Connection Agreement shall not relieve Uisce Éireann or the Customer (as the case may be) from liability for performance of such obligation or duty.
17. **Customer's Authority:** The Customer represents and warrants to Uisce Éireann that 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.
18. **Term & Termination:**
- 18.1 This Connection Agreement shall commence upon the date that the Customer returns the Customer Acceptance Form and pays the Connection Charge (and if these occur on different days, the Connection Agreement shall commence on the later date) and shall continue in full force and effect until the Parties' respective obligations under Clause 9 have been performed in full unless it is earlier terminated in accordance with the provisions of this Connection Agreement.
- 18.2 The Connection Offer and this Connection Agreement is based on a high-level desk

top analysis carried out by Uisce Éireann on the feasibility of a carrying out the Connection Works for the Customer Premises. Once the Connection Offer has been accepted by You, Uisce Éireann will begin a detailed design of the Connection Works. If during the process of detailed design Uisce Éireann, at its discretion, forms the opinion (acting reasonably) that either:

- A. the Connection Works are not feasible or practicable or safe to complete; or
- B. the acquisition of all rights for the laying of the Customer Pipe Work and/or the Connection Works are not possible or commercially practicable; or
- C. the Connection Works would involve the expenditure by Uisce Éireann of monies in excess of that provided for by way of the Connection Charge,

then the Connection Agreement may be terminated by Uisce Éireann by way of written notice to the Customer. In the event that Uisce Éireann exercises its right to terminate the Connection Agreement on the basis of the foregoing then Uisce Éireann shall return any Connection Charge paid by the Customer, less (if deemed appropriate by Uisce Éireann) any outstanding costs and expenses incurred by Uisce Éireann as at the date of termination. This provision is additional to and does not replace any other provisions relating to termination.

18.3 Uisce Éireann shall be entitled to terminate this Connection Agreement by written notice to the Customer if the Customer sells the Customer Premises to a third party.

18.4 The Customer shall be entitled to terminate this Connection Agreement upon written notice to Uisce Éireann within 14 days of the date of this Connection Agreement.

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

18.5.1 there is in 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; and

18.5.2 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.

18.6 In the event that either Party exercises its right to terminate under this Clause before the Connection Works commence, Uisce Éireann shall return any Connection Charge paid by the Customer, less any outstanding 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.

18.7 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.

18.8 Without prejudice to Clause 18.7, in particular, the following clauses:

Clause 4 (Order of Precedence);

Clauses 10.1.1, 10.1.9, 10.1.10, 10.1.11, 10.2, 10.3, 10.5, 10.6, 10.7 and 10.8;
Clause 11 (Use of Water);
Clause 13 (Third Party Losses);
Clause 14 (Liability);
Clause 18 (Term and Termination);
Clause 20 (Insurance);
Clause 26 (Entire Agreement);
Clause 21 (Data Protection);
Clause 29 (Governing Law); and
Clause 30 (Disputes),

of this Connection Agreement shall continue in full force and effect and be fully binding on the Parties notwithstanding termination or expiry.

19. Notices:

19.1 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 from time to time to the Party giving the notice or communication.

19.2 The Customer's address for service is as set out in the Connection Offer.

19.3 Any notice required or permitted to be given by the Customer shall be in writing addressed to Uisce Éireann 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 by the Customer to Uisce Éireann from time to time.

19.4 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.

20. Insurance:

20.1 The following insurance obligations will apply in the alternative depending on whether the Customer's Premises is a:

20.1.1 single domestic unit (see Clause 20.2 below); or

20.1.2 a small non-domestic development (where the connection to the Customer's Premises is proposed to be a 25mm water supply Service Connection and/or a 100mm Wastewater Service Connection)(see Clause 20.2 below); or

20.1.3 a development other than a single domestic unit or a small non-domestic unit (see Clause 20.3 below).

20.2 Where this Connection Agreement relates to a single domestic unit or a small non-domestic development, the Customer shall ensure that any Contractor engaged by them in relation to the Customer's Pipe Work has appropriate and adequate insurance cover in place throughout the duration of the works in relation to the matters referred to in Clause 10.

20.3 Where this Connection Agreement relates to developments other than a single domestic unit or a small non-domestic development, the Customer shall ensure that any Contractor engaged by them in relation to the Customer's Pipe Work has appropriate and adequate insurance cover in place throughout the duration of the works in relation to the matters referred to in Clauses 10. In particular, the Customer shall, within five days following a written request from Uisce Éireann, furnish Uisce Éireann with evidence that the insurances referred to below are being maintained by the Contractor:

20.3.1 **Employers Liability** insurance cover with a minimum indemnity limit of €13 million any one accident/occurrence unlimited in the period of insurance;

20.3.2 **Public/Products/Pollution Liability** insurance cover with a minimum indemnity limit of €6.5 million any one accident/occurrence unlimited in the period of insurance under the Public Liability and in the aggregate in respect of Products & Pollution Liability;

20.3.3 **Contractors "All Risks"** insurance for the full reinstatement value of the proposed works in respect of any one claim; and

20.3.4 **Motor** insurance cover with a minimum third party property damage limit of €6.5m for all vehicles owned, leased, rented or run (to include tool of trade use) by the Contractor in connection with the services to be provided by it.

The Insurance policies detailed in this Clause 20.3 with the exception of Motor must include a specific indemnity to Uisce Éireann.

21. Data Protection:

21.1 It is necessary for Uisce Éireann to collect and use personal data relating to the Customer in respect of this Connection Agreement, such as your name, address, contact details and financial information (depending on payment method). This data will be used to

enable Uisce Éireann to carry out its obligations under this Connection Agreement and manage its relationship with the Customer, such as arranging payments, visits to the Customer's Premises and scheduling construction activities. Uisce Éireann may keep the Customer's data for a reasonable period after the Customer ceases to be supplied with Water Services but will not keep it for any longer than is necessary and/or as required by law.

- 21.2 Uisce Éireann may share the Customer's data with other members of the Uisce Éireann 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 Customer's data as instructed by Uisce Éireann. They are also required to keep the Customer's data safe and secure.
- 21.3 From time to time the Customer 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 Customer 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 Customer's conversations with Uisce Éireann or any other purposes mentioned in this notice.
- 21.4 The Customer has various rights under data privacy laws, which include the right to request a copy of his/her personal data. If the Customer wishes to avail of this right 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@water.ie.
- 21.5 Uisce Éireann endeavours to use appropriate technical and physical security measures to protect your 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.
- 21.6 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 your data, Uisce Éireann cannot guarantee the security of your data transmitted to Uisce Éireann's Site. Any transmission of data is at your own risk. Once Uisce Éireann receives your 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.
- 21.7 In the event that there is an interception or unauthorised access to your personal data, Uisce Éireann will not be liable or responsible for any resulting misuse of your personal information.
- 21.8 For further information on how Uisce Éireann treats the Personal Data of Customers when providing Water Services, please see our Privacy Notice on www.water.ie. Alternatively, please contact us at the details above for Uisce Éireann's Privacy Notice.

21.9 In order to evaluate and improve our Customer's experience, we or agents on our behalf, may from time to time issue surveys to the Customer in relation to the services provided. If you do not wish to receive a survey, please let us know.

21.10 Uisce Éireann reserves the right to change and/or update its Privacy Notice at any time in Uisce Éireann's sole discretion. If Uisce Éireann makes changes, Uisce Éireann will publish same on www.water.ie.

- 22. Safety, Health and Welfare at Work (Construction) Regulations 2013:** It is acknowledged and agreed that the works carried out for, or on behalf of, the Customer in relation to the Customer's Pipe Work are entirely separate and distinct to the Connection Works carried out for and on behalf of Uisce Éireann. The Customer 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 in respect of the works to the Customer's Pipe Work. The Customer acknowledges that, as client, it may have certain obligations under the Safety, Health and Welfare at Work (Construction) Regulations 2013 in relation to the works to the Customer's Pipe Work 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 Safety, Health and Welfare at Work (Construction) Regulations 2013 in respect of the Connection Works. Uisce Éireann acknowledges that, as client, it may have certain obligations under the Safety, Health and Welfare at Work (Construction) Regulations 2013 in relation to the Connection Work and, as such, will ensure full compliance with those obligations.
- 23. 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.
- 24. 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.
- 25. 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 occurrence.
- 26. Entire Agreement:**

- 26.1 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.
- 26.2 The Customer 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.
- 26.3 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.
27. **Amendments:** This Connection Agreement may be updated at any time by Uisce Éireann with replacement terms and conditions published on www.water.ie.
28. **No Derogation from Statutory Responsibilities:**
- The Customer acknowledges and accepts:
- 28.1 their 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 Customer's Premises to ensure that water is not wasted or consumed in excessive amounts;
- 28.2 that notwithstanding this Connection Agreement, Uisce Éireann is not limited from exercising its powers under the Water Services Acts in relation to the Customer;
- 28.3 without prejudice to Clauses 10.1.10 and 10.1.11 of these General Conditions and notwithstanding the carrying out of Connection Works, the Customer Pipe Work (in terms of ownership, maintenance, repair, renewal or otherwise) will remain the sole responsibility of the Customer unless ownership is transferred to Uisce Éireann.
29. **Governing Law:** The Connection Agreement shall be governed and construed in accordance with the laws of Ireland and, subject to Clause 30, the courts of Ireland shall have exclusive jurisdiction to decide disputes arising between the Customer and Uisce Éireann.
30. **Dispute Resolution:**
- 30.1 **Notification of a Dispute:** Any Dispute between the Parties 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 Clause 30.2.
- 30.2 **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 Centre for Effective Dispute Resolution ("CEDR"). 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 three (3) months of being referred to the mediator under this Clause 30.2, 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.

30.3 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 any pending Dispute. No payment due to or payable by Uisce Éireann or the Customer 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 such dispute. However, Uisce Éireann shall not be obliged to carry out the Connection Works unless it is in receipt of the Connection Costs.

30.4 Survival: The provisions of Clause 30.2 and 30.3 shall continue after the termination of this Connection Agreement where notice of the existence of the Dispute was given under Clause 30.1 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.

31. New Industry Structure

31.1 If, after execution of this Connection Agreement, there shall be enacted and brought into force any Legal Requirement for:

31.1.1 the further reorganisation of the water industry in Ireland or any material part of it;

31.1.2 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

31.1.3 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.

31.2 If any variation proposed under Clause 31.1 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.

Appendix 3, Part 1
First Mover Scheme

[NOT USED]