



Brian Shaughnessy
Newmar Global Properties Limited
Unit 5 Oranmore Business Park
Oranmore
Galway
H91PO37

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

Irish Water
PO Box 860
South City
Delivery Office
Cork City

www.water.ie

24/09/2020

Account No: **CDS1900690201**

Dear Brian,

Please find enclosed the Self Lay Agreement for water and/or waste connection for Ballyhugh, Gort, Galway and a USB memory stick containing further information pertaining to the connection which must be reviewed before acceptance of the agreement.

Should you wish to accept the offer, please return the letter of acceptance, signed and dated to the postal address below, or via email at newconnections@water.ie.

Payment can be made via cheque or EFT using the details provided in the letter. Once we receive both the payment and the letter of acceptance and allow a 5 day/24 hour clearing period for the respective payment method, we will release the work order to the relevant department.

If you have any further queries, please contact us on 1850 278 278 (minicom 1890 378 378); alternatively, you can visit the Help Centre on our website, www.water.ie.

Yours sincerely,

Jessica O' Sullivan
Customer Service Advisor

Uisce Éireann
Bosca OP 860, Oifig Sheachadta na Cathrach Theas, Cathair Chorcaí, Éire
Irish Water
PO Box 860, South City Delivery Office, Cork City, Ireland

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UISCE ÉIREANN
Briogán 125, 125
Oifig Shogachtaí na
Cairdeachais
Cathair Chéad

Irish Water
PO Box 400,
South City
Delivery Office,
Cork City

www.water.ie

CONNECTION OFFER

[VERSION 0.4 2018]

To: Newmar Global Properties Limited
Unit 5, Oranmore Business Park
Oranmore
Galway
(the "Developer")

Our Ref: CDS1900690201

Self-Lay Connection Agreement: Ballyhugh, Gort, Galway for 131 Residential Units and a
Creche {as per application and associated drawings submitted}

Date: 24/09/2020

SUBJECT TO CONTRACT

Re: Providing a Water & Wastewater Service Connection between:

the "Network(s)"

AND

**The development located at Ballyhugh, Gort, Galway
(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**), Irish Water 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).

(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 **Irish Water, PO Box 860, South City Delivery Office, Cork City** marked for the attention of *Maria O'Dwyer, Connections and Developer Services Manager*;
- b) arrange for payment of the Connection Charge in accordance with section 3(a) below;
- c) provide the required Self-Lay Surety (per 3(b) below);
- d) provide confirmation that any Required Security, as specified in Appendix 8 hereto, has been put in place.

You and Irish Water acknowledge that there shall be no intention to create any legally binding contract between You and Irish Water unless and until You have complied with the steps outlined at 1 (a) – (d) above. If, in the opinion of Irish Water, 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 Irish Water.

Once You have fully complied with the steps outlined at 1 (a) – (d) above, the Connection Agreement shall become legally binding on You and Irish Water (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).

Irish Water'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, Irish Water 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 Irish Water on the feasibility of a connection for your Development. Once the Connection Offer has been accepted by You, Irish Water will begin a detailed design of the connection. If during the

process of detailed design Irish Water, 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 Irish Water of monies in excess of that provided for by way of the Connection Charge,

then the Connection Agreement may be terminated by Irish Water by way of written notice to the Customer.

The Connection Agreement shall constitute the entire agreement between You and Irish Water.

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: Galway County Council

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 Irish Water.

3. Connection Charge & Self-Lay Surety

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

(a) Connection Charge

The Water Connection Charge is €276,603.23

The Wastewater Connection Charge is €457,144.72

The Connection Charge is €733,747.95 (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 "Irish Water" 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 Irish Water 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 Irish Water's bank account.

(b) Self-Lay Surety

In addition to the Connection Charge, You will also be obliged to provide Irish Water with a Self-Lay Surety in the amount of €143,130.00 (the "**Self-Lay Surety**"); a breakdown of the Self-Lay Surety is set out in Appendix 4. The Self-Lay Surety can be made in the form of a cash bond (Please see Deposit Agreement in Appendix 8) or, alternatively, in any of the forms outlined in Irish Water'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.

Payment of the **Self-Lay Surety** can be made by:

- a. A separate Cheque, made payable to "Irish Water" 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 Irish Water reference number specified above in any communications and when making payment (see '*Our Reference*' on the first page of this letter). The Self-Lay Surety will only be deemed paid when funds have cleared in Irish Water's bank account.

4. Queries

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

Telephone: 1850 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 Irish Water 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 Irish Water or its agent will contact You in accordance with the General Conditions.

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 Irish Water – email developerscheduling@water.ie, giving at least ten (10) days' notice (see General Condition 11.3.2).

We look forward to hearing from You.

Yours sincerely,



Maria O'Dwyer,
Connections and Developer Services Manager
For and on behalf of Irish Water