



Shane Rife  
Shannon Building  
Burlington Road, Dublin 4  
Dublin  
D04HH21

Uisce Éireann  
Bosca OP 448  
Oifig Sheachadta na  
Cathrach Theas  
Cathair Chorcaí

Irish Water  
PO Box 448,  
South City  
Delivery Office,  
Cork City.

[www.water.ie](http://www.water.ie)

## **CONNECTION OFFER**

To: Shane Rife  
Amazon Data Services LTD (ADSIL)  
Shannon Building  
Burlington Road, Dublin 4  
Dublin  
D04HH21  
(the “**Customer**”)

Connection Reference: CDS2000232101

Date: 28 May 2020

## **SUBJECT TO CONTRACT**

**Re: Providing a Water & Wastewater Service Connection between**

the “**Network(s)**”

**AND**

Drogheda IDA Business Park  
Donore Road, Drogheda

Louth

(the “**Customer's Premises**”)

Dear Sir/Madam,

Following receipt of your application for a connection to the Network(s) (the “**Customer Application**”), Irish Water 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).

**Stiúrthóirí / Directors:** Cathal Marley (Chairman), Niall Gleeson, Eamon Gallen, Yvonne Harris, Brendan Murphy, Maria O'Dwyer

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

Is cuideachta ghníomhaíochta ainmnithe atá faoi theorainn scaireanna é Uisce Éireann / Irish Water is a designated activity company, limited by shares.

**Uimhir Chláraithe in Éirinn / Registered in Ireland No.:** 530363

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 **Irish Water, 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](mailto:newconnections@water.ie); and
- pay the Connection Charge in accordance with section 3 below.

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 completed the above steps.

If, in the opinion of Irish Water, 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 Irish Water 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 Irish Water 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, Irish Water reserves the right to apply additional Connection Charges and contract terms.

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 in accordance with General Condition 18.

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.

## 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 Irish Water.

## 3. Connection Charge

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](http://www.water.ie/connections))

The Water Connection charge is [REDACTED]  
 The Wastewater Connection [REDACTED]  
 The Total Connection Charge [REDACTED] ("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.

## 4. Connection Works

Once the Connection Offer has been validly accepted, Irish Water 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 Irish Water 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, Irish Water will refund any payment which You have already made for the proposed Connection, subject to any costs that may have already been incurred by Irish water 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 Irish Water's Customer Service Department at:

Telephone: 1850 278 278 or +353 1 707 2828

Email: [newconnections@water.ie](mailto:newconnections@water.ie)

Web: [www.water.ie/contact-us](http://www.water.ie/contact-us)

## 8. Disputes

Any dispute in respect of the terms of this Connection Offer (including in relation to the Connection Charge) may be referred to the Commission for Regulation of Utilities for determination.

Once a legally binding Connection Agreement comes into force, all disputes in relation to your agreement with Irish Water shall be resolved pursuant to General Condition 30 of the General Conditions (attached).

## 9. Next Steps

- **Accepting the Offer:** sign and return the Letter of Acceptance and pay the Connection Charge.
- **Customer Construction Phase:** If required, Irish Water 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):** Irish Water or its agent will contact You to arrange a suitable time to complete the Connection Works.

We look forward to hearing from You.

Yours sincerely,



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