



Helvick Head Offshore Wind DAC  
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7<sup>th</sup> May 2026  
By Email

**Re: Helvick Head Offshore Wind Designated Activity Company Maritime Usage  
Licence Application Reference: MUL250019**

A Chara,

In response to a 'Minded to Determination' issued by the Maritime Area Regulatory Authority (MARA) on 17th April 2026, Helvick Head Offshore Wind Designated Activity Company wishes to provide supplementary material below (Attachment A - Response to Specific Conditions), for MARA to consider before making a final determination on the licence application.

Yours sincerely,



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Environmental Consenting Project Manager  
Email: emma.delaney@esb.ie



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## **Attachment A**

### **Response to Conditions**

Helvick Head Offshore Wind Designated Activity Company (DAC) has set out below requested amendments to select conditions included in the 'Proposed Licence'.

The format of the response includes the Condition as currently drafted by MARA, Helvick Head Offshore Wind DAC rationale for requesting amendment with the requested amendment to the Condition with proposed text updates provided.

For the avoidance of doubt, all other Conditions not listed below can be deemed to be accepted by Helvick Head Offshore Wind DAC.

Section	Item / Condition No	Original Proposed Condition Wording	Response
Definitions	1(d)	<p>“Data” means specified data, within the meaning of Section 128 of the Act, collected in relation to the Licensed Area including but not limited to the following types:</p> <p>(i) All geophysical, geotechnical and metocean data to include but not limited to seismic, core, grab, wind, wave, current, barometric, bathymetric data;</p> <p>(ii) All environment data to include but not limited to ornithological, marine mammal, fish, bat, benthic habitat data;</p> <p>(iii) All shipping, unexploded ordinance, marine archaeological data or other constraint data; and</p> <p>(iv) Any derived statistical analysis, post-processed data and/ or associated reporting and assessments relating to the above data types. Data includes data collected, purchased or otherwise procured, analysed or processed by or on behalf of the Holder, whether based on on-site data collection or measurement, desk-top studies or any other means.</p>	<p>It is the preference of Helvick Head Offshore Wind DAC that further clarity is brought to this wording and is appropriate that its states that it should relate only to data collected under the remit of this licence. We note that Condition 34 (ii) of the MUL does clarify that the provision of data is limited to data or samples collected in consequence of the Permitted Maritime Usage and would therefore request that this is clarified here. Suggested additional wording is provided in bold below.</p> <p><i>“Data” means specified data, within the meaning of Section 128 of the Act, collected in relation to the Licensed Area <b>under this licence</b> including but not limited to the following types:</i></p> <p><i>(i) All geophysical, geotechnical and metocean data to include but not limited to seismic, core, grab, wind, wave, current, barometric, bathymetric data;</i></p> <p><i>(ii) All environment data to include but not limited to ornithological, marine mammal, fish, bat, benthic habitat data;</i></p> <p><i>(iii) All shipping, unexploded ordinance, marine archaeological data or other constraint data; and</i></p> <p><i>(iv) Any derived statistical analysis, post-processed data and/ or associated reporting and assessments relating to the above data types. Data includes data collected, purchased or otherwise procured, analysed or processed by or on behalf of the Holder, whether based on on-site data collection or measurement, desk-top studies or any other means.</i></p>
Insurance	9	<p>Without prejudice to the Holder's liability to indemnify the Grantor, the Holder shall:</p> <p>(i) effect and keep in force a public liability insurance policy of indemnity in the joint names of the Grantor and the Holder in an insurance office licensed to operate in the State Territory with a limit of €</p>	<p>Clause 9.1 (i) requires the Holder to hold Public liability insurance in “joint names” with the Grantor. Helvick Head Offshore Wind DAC preference would be to remove the joint requirement. The following alternative wording is proposed:</p>

Section	Item / Condition No	Original Proposed Condition Wording	Response
		<p>6,500,000.00 (six million five hundred thousand euro) in respect of any one claim or a series of claims arising out of a single occurrence for any damage, loss or injury which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the admission of any person to the Licensed Area, and to extend such policy so that the Grantor is indemnified by the insurers in the same manner as the Holder;</p> <p>(ii) effect and keep in force an employer's liability insurance policy of indemnity in the name of the Holder in an insurance office licensed to operate in the State Territory with a limit of €13,000,000.00 (thirteen million euro) for any one claim or a series of claims arising out of a single occurrence and to extend such policy so that the Grantor is indemnified by the insurers in the same manner as the Holder in respect of all actions, costs, proceedings, losses, damages, or claims for personal injuries by employees of the Holder. This policy should include an indemnity to principles clause with a specific indemnity to the Grantor;</p> <p>(iii) whenever required to do so by the Grantor, produce to the Grantor for inspection the said policy or policies together with the latest receipt of the premium paid for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Grantor by the Holder's insurers, and to comply with all conditions pertaining to any such policy or policies;</p> <p>(iv) not do or omit to do anything which might cause any policy of insurance (if required) relating to the Licensed Area or any other part of the maritime area affected by the Permitted Maritime Usage to become void or voidable, wholly or in part, nor (unless the Holder has previously notified the Grantor and the</p>	<p><i>"Without prejudice to the Holder's liability to indemnify the Grantor, the Holder shall: (i) effect and keep in force a public liability insurance policy of indemnity in an insurance office licensed to operate in the State Territory with a limit of € 6,500,000.00 (six million five hundred thousand euro) in respect of any one claim or a series of claims arising out of a single occurrence for any damage, loss or injury which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the admission of any person to the Licensed Area, and to extend such policy so that the Grantor is indemnified by the insurers in the same manner as the Holder. This policy should include a specific indemnity to the Grantor."</i></p> <p>Clause 9.1 (iii) requires the Holder to provide insurance policies rather than a standard confirmation of cover letter and a waiver of subrogation in favour of the Grantor. Helvick Head Offshore Wind DAC preference is that the "waiver of subrogation" is removed and a detailed cover letter is provided rather than providing the 'said policy or policies'. The following alternative wording is proposed:</p> <p><i>"whenever required to do so by the Grantor, produce to the Grantor for inspection certificates of insurance in the form of detailed insurance broker cover letters and to comply with all conditions pertaining to any such policy or policies"</i>.</p> <p>Clause 9.1 (v) requires the holder to notify the Grantor immediately of any claim being made – From an insurance perspective, a requirement to notify MARA "immediately" is not market standard for insurers and could prove challenging in practice. The following alternative wording is proposed:</p> <p><i>"As soon as reasonably practicable, the holder should notify the Grantor in writing if making any claim under any policy of insurance and to provide the Grantor with all information in relation to any such claim"</i>.</p>

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		<p>Holder has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;</p> <p>(v) immediately notify the Grantor in writing of the making of any claim under any policy of insurance and to provide the Grantor with all information in relation to any such claim;</p> <p>(vi) ensure that any contractors, servants, agents, invitees or visitors of the Holder engaged in connection with activities in the Licenced Area or otherwise in connection with this Licence have appropriate insurance and that all copies of such insurance policies shall be provided to the Grantor as soon as is reasonably practicable</p>	
Appendix 2 Specific Conditions	19	<p>The Holder shall, a minimum 14 days prior to the commencement of the Permitted Maritime Usage, arrange for the publication of a Marine Notice with the Marine Safety Policy Division, Department of Transport. This Marine Notice shall include details of the Licence Holder and the Licence Number as granted by MARA</p>	<p>Helvick Head Offshore Wind DAC will make every effort to adhere to the requirements of the Department of Transport with respect to the publication of a Marine Notice in advance of the Permitted Maritime Usage. Given that there are requirements already published with respect to this process by Department of Transport, we would propose that this text be amended to ensure it consistently and continually aligns with these requirements for the lifetime of the licence - please see details here: <a href="#">Submit a Marine Notice</a></p> <p>The following alternative wording is proposed with additional text provided in bold:</p> <p><i>"The Holder shall, <del>a minimum 14 days</del> prior to the commencement of the Permitted Maritime Usage, arrange for the publication of a Marine Notice <del>with</del> <b>as per requirements set out by</b> the Marine Safety Policy Division, Department of Transport. This Marine Notice shall include details of the Licence Holder and the Licence Number as granted by MARA"</i></p>

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Appendix 2 Specific Conditions	20	The Holder shall not damage or interfere with any third party's property while carrying out the Permitted Maritime Usage.	<p>While Helvick Head Offshore Wind DAC will make every effort to respect other users of the maritime space, and will not purposely damage third parties' property, it is possible that, despite best efforts and taking all precautionary measures, interference and/or damage to third party property may occur while carrying out the Permitted Maritime Usage.</p> <p>Additionally, Helvick Head Offshore Wind DAC are concerned that this condition may not be consistent with the IMO COLREGS (International Regulations for Preventing Collisions at Sea) which provide a unified set of navigation rules to prevent collisions at sea. The COLREGs specifically identify that vessels restricted in their ability to manoeuvre should be given navigation priority and that other mariners encountering such vessels are required to take early and substantial action to avoid them. Given that vessels carrying out marine surveys would fall into this category, this condition is disproportionate.</p> <p>The following alternative wording is proposed with additional text provided in bold:</p> <p>'The Holder shall <b>use reasonable endeavours to</b> not damage or interfere with any third party's property while carrying out the Permitted Maritime Usage <b>unless that property clearly disrupts safe operation or navigation at sea, or unlawfully interferes with the safe carrying out of the Permitted Maritime Usage</b>'.</p>
Appendix 2 Specific Conditions	21	Prior to the commencement of the Permitted Maritime Usage the Holder shall consult with the Port of Waterford Company, the Port of Cork Company, the Harbour Masters of New Ross, Dunmore East, Passage East and East Cork (Ballycotton and Youghal) to plan and schedule the Permitted Maritime Usage in order that any potential disruption to port and harbour operations is managed.	<p>Helvick Head Offshore Wind DAC agree to advise all listed ports on the plan and schedule of all relevant activities under this licence. It is the preference of Helvick Head Offshore Wind DAC that the inference that there may be '<i>potential disruption to port and harbour operations</i>' is removed from the wording of this condition as the survey activities will not be carried out in close proximity to these ports.</p> <p>The following alternative wording is proposed with additional text provided in bold:</p>

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			<p><i>Prior to the commencement of the Permitted Maritime Usage the Holder shall consult with the Port of Waterford Company, the Port of Cork Company, the Harbour Masters of New Ross, Dunmore East, Passage East and East Cork (Ballycotton and Youghal) to <b>advise</b> on plan and schedule the Permitted Maritime Usage <del>in order that any potential disruption to port and harbour operations is managed.</del></i></p>
<p>Appendix 2            Specific Conditions             Birds</p>	<p>25</p>	<p>Where the Holder observes significant clusters of birds, actively fishing and/or diving, within 500m of the survey vessel, in carrying out the Permitted Maritime Usage, the survey route shall be altered to maintain a 500m buffer from the birds. Appropriate records must be retained by the Holder.</p>	<p>Helvick Head Offshore Wind DAC are concerned that the proposed Condition, as currently worded, appears to be disproportionate when the outputs of the Natura Impact Statement (NIS) are considered.</p> <p>NIS, Section 4.1, dated 5<sup>th</sup> November 2025, concluded that given the highly localised, temporary and reversible nature of the proposed surveys there is no potential for the proposed activities by the project alone or in combination with other impacts from relevant projects to result in adverse effect on site integrity (AEOSI) to the relevant Special Protected Areas (SPA).</p> <p>Furthermore as stated in the Maritime Usage Licensing and Planning Advisory Directorate (MULPA) Maritime Usage Licence Assessment Report, Section 3.9.1, dated 14th April 2026, “[...]given the scale of the MUL application area (462 km<sup>2</sup>), the low number of vessels involved and the relatively low speed at which they will be travelling, there is a very low likelihood that the surveys will significantly impact on the conservation objective target of availability of suitable habitat area for foraging seabirds.”</p> <p>However, Helvick Head Offshore Wind DAC recognises that the site is adjacent to sensitive areas for birds such as the ‘Seas off Wexford’ SPA and it would be important to minimise potential disturbance if vessels are transitioning through these areas.</p> <p>Therefore, the following alternative wording is proposed with additional text provided in bold:</p>

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			<p><i>"(i) Where the Holder observes significant clusters of birds <b>[MARA to insert relevant species]</b>, actively fishing and/or diving, within 500m of the survey vessel, in carrying out the Permitted Maritime Usage, the survey route shall be altered to maintain a 500m buffer from the birds. <b>whilst the survey vessel transits through an SPA, the survey route shall be altered, if safe to do so, in order to maintain a 500m buffer from any [MARA to insert relevant species]</b>. Appropriate records must be retained by the Holder."</i></p>
<p>Appendix 2 Specific Conditions</p> <p>In-combination Effects</p>	26	<p>(i) Prior to the commencement of the Permitted Maritime Usage, the Holder shall coordinate with other authorisation holders carrying out geophysical, seismic and geotechnical activities within a 6 km radius of the Licensed Area.</p> <p>(ii) Where a vessel to vessel distance of greater than 6 km cannot be maintained with respect to geophysical, seismic and geotechnical activities, the Holder shall co-ordinate with other authorisation holders to prevent temporal overlap of the activities. Where the Holder can submit evidence that there is a vessel to vessel distance of greater than 6 km, no temporal co-ordination of activities is required.</p> <p>(iii) Where the Holder becomes aware of temporal overlap that cannot be resolved within the prescribed distance, the Holder shall notify the Grantor who shall determine the timing of activities.</p> <p>(iv) Records of all engagements held and agreements reached, if any, shall be maintained by the Holder and made available to the Grantor if requested.</p>	<p>Helvick Head Offshore Wind DAC requests that the Condition be amended to remove the requirement to include geotechnical activities, for the reasons set out below.</p> <p>As this is a plan-led area in which survey delivery must be closely and carefully coordinated with other users, including fishers, this proposed amendment would better support effective co-existence within the SC-DMAP and would more closely align the Condition with current best practice and relevant guidance.</p> <p>We understand that updated guidance from the Joint Nature Conservation Committee (JNCC) has been used to inform this Condition. However, we note that the JNCC guidance refers specifically to noisy activities within Special Areas of Conservation (SACs) and the survey area is outside of any SAC. In addition, JNCC Reports 798 and 803 do not define Effective Deterrent Ranges (EDRs) or specific guidance for noise arising from geotechnical surveys. Given the highly localised and limited noise exposure associated with borehole drilling, Cone Penetration Testing (CPT) and similar geotechnical methodologies, the impacts of such activities are considered to be of low concern (JNCC et al., 2010) and therefore do not have an exclusion zone requirement.</p> <p>In some instances, Ultra-Short Baseline acoustic positioning systems (USBL) may be used during geotechnical surveys for positioning purposes at borehole locations. However, these systems are not deployed on all</p>

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			<p>vessels and, where used, operate for short durations and within very limited spatial extents.</p> <p>In summary, due to their different and lower acoustic profile, geotechnical activities do not interact with geophysical activities in a manner that increases received noise levels or results in compounded acoustic exposure beyond that already assessed for each activity individually and should therefore be decoupled from this Condition.</p> <p>Furthermore, given the spatial overlap with EirGrid's Maritime Usage Licence in the same area (MUL240036), the Condition as currently drafted would make coordination of Permitted Maritime Usage unnecessarily complex and could introduce otherwise avoidable cost and programme risks. While every effort will be made to avoid temporal overlap between the authorisation holders, this may not always be achievable in limited operational and seasonal windows. All parties are keen to limit impacts on other marine users in the area and acquire survey data as efficiently as possible. Helvick Head Offshore Wind DAC also notes Condition 33, which requires the Holder to avoid duplication of survey activity in the Licensed Area.</p> <p>Therefore, we recommend that the geotechnical activities should not be included in the wording of this condition and the following alternative wording is proposed:</p> <p><i>"(i) Prior to the commencement of the Permitted Maritime Usage, the Holder shall coordinate with other authorisation holders carrying out geophysical surveys, and seismic <del>and geotechnical</del> activities within a 6km radius of the Licensed Area.</i></p> <p><i>(ii) Where a vessel to vessel distance of greater than 6 km cannot be maintained with respect to geophysical, and seismic <del>and geotechnical</del> activities, the Holder shall co-ordinate with other authorisation holders to prevent temporal overlap of the activities. Where the Holder can submit</i></p>

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			<p>evidence that there is a vessel to vessel distance of greater than 6 km, no temporal co-ordination of activities is required."</p> <p>(iii) and (iv) wording to remain as proposed.</p>