

Mr. John Evans
 Director of Maritime Usage Licence and Planning Advisory Division
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15th September 2026

RE: 'Minded to Determine Notice' MUL250022
 Marine surveys within Waterford, Co Waterford
By email to: licence@mara.gov.ie

Dear John,

In accordance with 81(7)(b) of the Maritime Area Planning Act 2021, as amended MARA issued Uisce Éireann notification of a 'Minded to Determine Notice' along with a copy of the Final MUL Assessment Report to undertake Marine environmental surveys for the purposes of site investigation for MUL250022.

Please see note the supplementary information in the Table1 below for your consideration:

Table 1. Supplementary Information

Condition Subject	Condition Subject	Uisce Éireann Response
Indemnity	8.1 The Holder shall keep the Grantor, the State Persons, and their officers, servants, visitors, agents and employees fully indemnified from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities: (i) arising directly or indirectly from the undertaking of the Permitted Maritime Usage the subject of this Licence; and (ii) arising directly or indirectly from a failure by the Holder to comply with: a) a Condition;	We understand that clause 8.1 provides a contractual indemnity in favour of the Grantor, the State Persons and the other persons identified in that clause in respect of liabilities arising directly or indirectly from the Permitted Maritime Usage or from a failure by the Holder to comply with the Licence or the relevant provisions of the Act. Please confirm that our understanding of this position is correct. Uisce Éireann proposes that the indemnity be subject to the additional provisions set out in proposed clause 8.3 below. These provisions are intended to clarify that the indemnity

	b) a condition deemed to be attached to this Licence in accordance with the Act; c) any provision of the Act relevant to this Licence;	will not apply to liabilities arising from the acts or omissions of the Grantor or persons for whom the Grantor is legally responsible, and to provide Uisce Éireann with appropriate notification and conduct-of-claim protections where the indemnity is engaged.
	Proposed new Clause 8.3: ‘PROVIDED always that any indemnity provided by the Holder under this Licence shall not extend to any liability to the extent that such liability arises from any malicious act or omission of the Grantor or any person for whom the Grantor is responsible in law and FURTHER PROVIDED that the Grantor shall (i) as soon as reasonably practicable give notice in writing to the Holder of any claim or action brought or threatened against the Grantor in respect of which the Grantor seeks to rely on the indemnity under clause 8.1 and (ii) not admit liability in respect of, nor settle or compromise, any such action or claim without the prior written consent of the Holder. The Holder may at its own expense defend any such action or claim in the name of the Grantor.’	We are suggesting additional wording to clarify that indemnity does not extend to any loss, damage, claim or liability arising from the malicious act or omission of the Grantor or any person for whom the Grantor is responsible in law. The remainder of the proposed wording requires the Grantor to notify Uisce Éireann of any claim in respect of which it seeks to rely on the indemnity, prevents the Grantor from admitting liability or settling such claims without Uisce Éireann's consent and allows Uisce Éireann to defend such claims where appropriate. The proposed wording is not intended to limit or remove the indemnity provided under clause 8.1 generally, but rather to introduce customary exclusions and claims-management protections in relation to that indemnity.
Insurance	9 (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 € 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	It is our understanding that this Clause relates to contract works insurance for the project works, and giving joint names cover to the Grantor under this cover. We can confirm there is a joint names provision to include the Grantor under UE's Annual OCIP's Contract Works section covering the works. We would appreciate clarification of this point.

	indemnified by the insurers in the same manner as the Holder;	
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Should you have any queries on the above please do not hesitate to contact Debbie Holden (debbie.holden@water.ie or foreshore@water.ie).

Yours faithfully,
Olwyn James
Senior Planning, Land & Utilities Manager
ojames@water.ie or 087 6284510