

Maritime Usage Licensing and Planning Advisory Directorate Response to Supplementary Material on a Minded to Determination			
To:	John Evans, Director	From:	Maria O Connell Marine Analyst
Date:	17/09/2026	Maritime Usage Licence Application No:	MUL250022
MUL Applicant Name:	Uisce Eireann		
MUL Applicant Registered Address:	Covill House, 24-26 Talbot Street, Mountjoy, Dublin, D01 NP86		
Licence application received:	20/02/2026	Supplementary material received:	15/09/2026
Type of maritime usage in accordance with Schedule 7 of the Maritime Area Planning Act, 2021 (as amended):	<i>7 (3). Marine environmental surveys for the purposes of site investigation or in support of an application under Part XXI of the Act of 2000.</i>		
Location of proposed Maritime Usage:	The River Suir Estuary adjacent to the townlands of Kilmurry, Gorteens, Little Island, Ballycanvan Big and Faithlegg.		

Introduction:

The Maritime Area Regulatory Authority (MARA) issued a Minded to Determine Notice and a proposed Maritime Usage Licence (MUL) to Uisce Eireann (the applicant) on 21/08/2026. The MUL application is for marine environmental surveys for the purposes of site investigation, falling under Schedule 7(3) of the Maritime Area Planning Act 2021, as amended (the MAP Act). The applicant was advised in the Notice that MARA was minded to grant the MUL, subject to conditions.

The applicant submitted a response with supplementary information setting out their reasons for requested amendments to two of the conditions in the proposed MUL. This report addresses the supplementary material submitted also having regard to the application documentation as well as MARA's assessment reports. The applicant's supplementary material is summarised below however the MARA website should be consulted to view the full details of the material submitted.

1. General Condition 8.1

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;

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

Reason: For the necessary protection of the Grantor in light of possible risks arising from the Permitted Maritime Usage.

Applicant's response:

The applicant has requested confirmation that Condition 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.

Additionally, the applicant proposes that the indemnity be subject to the additional provisions set out in proposed clause 8.3 below, 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.

This proposal also 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.

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.'

MARA's Response:

Condition 8.1 of the proposed Licence is a standard condition of Maritime Usage Licences. In this regard, no further consideration can be given by MARA.

Recommendation:

No change is recommended

2. General Condition 9 (i)

*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 indemnified by the insurers in the same manner as the Holder;*

Reason: To ensure that there is sufficient insurance cover for the Holder to undertake the Permitted Maritime Usage.

Applicant's response:

The applicant has outlined that they of the understanding that Clause 9 (i) relates to contract works insurance for the project works, and giving joint names cover to the Grantor under this cover and requested clarification of this point. The applicant provided confirmation of a joint names provision to include the Grantor under Uisce Eireann's Annual OCIP's Contract Works section.

MARA's Response:

MARA acknowledges the notification from the applicant on the joint names provision (to include the Grantor) which has been included in Uisce Eireann's Annual OCIP's Contract Works section. Condition 9 (i) is included as General Condition in all Maritime Usage Licences with the reason provided for condition 9 in its entirety is *to ensure that there is sufficient insurance cover for the Holder to undertake the Permitted Maritime Usage*. Condition 9(i) of the proposed Licence is a standard condition of Maritime Usage Licences. In this regard, no further consideration can be given by MARA.

Recommendation:

No change is recommended

Maria O Connell
Marine Analyst

Maritime Usage Licensing and Planning Advisory Directorate