

LICENCE OF A MARITIME USAGE IN THE MARITIME AREA

Reference No. **MUL260055**

Licence holder: **National Roads Authority (operating as Transport Infrastructure Ireland)**

An tÚdarás Rialála Limistéir Mhuirí
Maritime Area Regulatory Authority

PARTICULARS SCHEDULE

Licence No.	**MUL260055**
Grantor:	Maritime Area Regulatory Authority
Grantor address:	2nd Floor, Menapia House, Drinagh Business Park, Drinagh, Wexford. Y35 RF29
Holder:	**National Roads Authority (operating as Transport Infrastructure Ireland)**
Holder registered address:	**Parkgate Business Centre, Parkgate Street, Dublin 8, D08 DK10.**
MUL Commencement Date:	**INSERT date licence issues**
Term: Reason:	Two years from the MUL Commencement Date To ensure the orderly administration of licensed maritime usages in the maritime area.
Permitted Maritime Usage under Schedule 7 of the Maritime Area Planning Act 2021:	3. Marine environmental surveys for the purposes of site investigation or in support of an application under Part XXI of the Act of 2000.
Appendix describing the Licensed Area	Appendix 1
Appendix containing specific conditions	Appendix 2

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REASONS FOR DETERMINATION

Maritime Area Regulatory Authority (MARA) has considered the criteria specified in the Maritime Area Planning Act, 2021, as amended (the Act), in so far as such criteria are relevant to the occupation of the part of the maritime area the subject of the permitted maritime usage, and on the basis of the information available and subject to compliance with the conditions set out herein, MARA is satisfied that the Maritime Usage Licence (MUL) should be granted in accordance with Part 5, Chapter 2 of the Act.

In reaching this decision MARA has considered the application and supporting documentation received from the applicant, any supplementary information received, and the reports of its analysts and marine advisors.

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RECITALS

A. Part 5 of the Maritime Area Planning Act 2021 ("the Act") provides for Licences authorising certain maritime usages in the maritime area to be granted by the Grantor.

B. The Holder has applied for this Licence pursuant to section 117 of the Act;

C. The Grantor has had regard to Schedules 5 and 7 to the Planning and Development Regulations 2001 and has decided that it is not necessary to carry out screening for environmental impact assessment in respect of the Permitted Maritime Usage.

D. The Grantor, under Section 112 of the Act, is the competent authority for the purposes of Part 5 of the Act for the purposes of Part 5 of the European Communities (Birds and Natural Habitats) Regulations, 2011. The Grantor has carried out screening for appropriate assessment in respect of the Permitted Maritime Usage and has decided that appropriate assessment was not required as the Permitted Maritime Usage is not likely to have a significant effect individually or in combination with other plans or projects on a European site.

E. The Grantor has had regard to the matters specified in Section 121(2) of the Act;

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1. DEFINITIONS

In this Licence, the terms are as defined in Part 1 section 2(1), Part 5 and Part 6 of the Act are applicable unless otherwise stated here.

(a) **"Act"** means the Maritime Area Planning Act 2021

(b) "**MUL Commencement Date**" means the date identified as the Commencement Date on the Particulars Schedule

(c) **"Condition"** means

(i) a provision of this Licence as set out in the Particulars Schedule and/or the numbered clauses which contains a condition which may be attached to this Licence by virtue of Section 120 of the Act; and

(ii) each of the Specific Conditions

(d) **"Daytime"** means 0700Hrs to 1900Hrs

(e) **"Dumping"** as defined within the meaning of the Dumping at Sea Act, 1996

(f) **"Ebbing Tide"** means the period between high tide and low tide during which water flows away from the shore

(g) "**Force Majeure**" means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of the Holder which has the effect of delaying or preventing the Holder from complying with its obligations under this Licence or the Act provided that Force Majeure shall not include lack of funds and/or the inability of the Holder to pay, the mechanical or electrical breakdown or failure of machinery, plant or other facilities owned or utilised by the Grantor in carrying out the Permitted Maritime Usage or any strike or industrial action save for a strike or industrial action of a national or industry wide character

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(h) "**the Grantor**" means the Maritime Area Regulatory Authority

(i) "**the Holder"** means the person who has been granted this Licence as set out in the Particulars Schedule

(j) **"Law**" means any Act of the Oireachtas, regulation, statutory instrument, bye law, European Community obligation, direction of a regulatory or other competent authority, condition of any licence, authorisation, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Licence

(k) **"Material not suitable for disposal at sea"** means sediment that is chemically contaminated such that it does not meet the assessment criteria to be suitable for disposal in accordance with current Marine Institute Guidelines for the Assessment of Dredged Material in Irish Waters.

(l) **"This Licence"** means this licence (including for the avoidance of doubt the foregoing Particulars Schedule and Recitals) and its appendices

(m) **"Licensed Area**" means that part of the maritime area as identified in Appendix 1

(n) **"Particulars Schedule"** means the schedule of information on page 3 of this Licence

(o) **"Permitted Maritime Usage"** means the maritime usage identified as the Permitted Maritime Usage in the Particulars Schedule

(p) "**Pre-commencement Conditions"** means any Condition which requires the Holder to carry out an obligation under that Condition before commencing the Permitted Maritime Usage

(q) "**Solid Waste**" means any persistent, manufactured or processed solid material or items discarded, disposed of or abandoned in the marine and coastal environment, as defined in the OSPAR Guidelines for the Management of Dredged Material at Sea

(r) **"Specific Conditions"** means the conditions set out in Appendix 2

(s) **"Spring Tide"** means the tide with the greatest tidal range (i.e. the highest high water and the

lowest low water), occurring twice monthly at full and new moon periods

(t) **"State Persons"** means Ireland, any Minister of the Government and where the context so requires, any organ of the State (including the Grantor)

(u) **"State Territory"** means the Republic of Ireland

(v) "**Term**" means the period of time identified as the Term in the Particulars Schedule commencing on the MUL Commencement Date

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2. INTERPRETATION

2.1 Any requirement in this Licence for the Holder not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.

2.2 To the extent that there is a conflict between this Licence and the applicable provisions of the Act, the interpretation of the Act shall prevail.

2.3 Any reference to a statute or a statutory instrument includes any amendments or re-enactments for the time being in force.

2.4 Unless the context requires otherwise, words in the singular may include the plural and vice versa.

2.5 Headings are inserted for convenience only and do not affect the construction or interpretation of this Licence.

3. GRANT OF LICENCE

3.1 This Licence is granted by the Grantor to the Holder pursuant to section 119(1)(a) of the Act.

3.2 This Licence permits the Holder to occupy and use the Licensed Area for the Term on a non-exclusive basis for the purpose of carrying out the Permitted Maritime Usage in accordance with the Conditions and the requirements of the Act.

3.3 This Licence does not confer on the Holder any estate or proprietary interest in the Licensed Area or any other part of the maritime area and for the avoidance of doubt the Grantor and/or any other State Persons authorised so to do may at any stage during the Term grant maritime area consents or licences in respect of the Licensed Area.

3.4 This licence is for the purposes of licensing under the Act and nothing in this licence shall be

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construed as negating the Holder's statutory obligations or requirements under any other Law.

4. COMMENCEMENT OF THE PERMITTED MARITIME USAGE

4.1 Notwithstanding the MUL Commencement Date, the Holder shall not commence any activities, operations, works or development associated with the Permitted Maritime Usage in the Licenced Area unless and until:

i) the Holder has complied with all Pre-Commencement Conditions; and

ii) the Holder has provided the Grantor a minimum of 14 days advance notice in writing of the Holder's intention to commence the Permitted Maritime Usage in the form and manner as set out in the Notification of Commencement of Permitted Maritime Usage provided on the MARA website, unless otherwise agreed with the Grantor. This notification shall include a Programme of Works for the completion of the Permitted Maritime Usage.

4.2 The Holder shall provide updated information on the commencement of any activities, operations, works or development associated with the Permitted Maritime Usage where requested by the Grantor.

Reason: To ensure the proper management of the maritime area.

5. COMPLIANCE WITH THIS LICENCE AND THE ACT

5.1 The Holder shall not use the Licensed Area for any purpose other than the Permitted Maritime Usage.

5.2 The Holder shall ensure that its contractors, and their subcontractors, are made aware of all Conditions.

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Reason: To ensure that the Holder carries out the Permitted Maritime Usage in accordance with this licence and the Act.

6. CONDITIONS

6.1. The Holder shall comply with the Conditions.

6.2. If the Holder becomes aware that the Permitted Maritime Usage authorised by this Licence does not comply with the Conditions the Holder shall immediately:

(i) notify the Grantor in writing with particulars of the non-compliance; and

(ii) unless the Grantor otherwise agrees in writing, take all reasonable and timely steps to ensure that the Permitted Maritime Usage is undertaken in accordance with the Conditions and that any adverse consequences of not complying with the Conditions are rectified to the satisfaction of the Grantor as soon as reasonably possible.

6.3 Where the non-compliance has the potential to impact on water quality, fish or shellfish health, the Holder shall notify the local offices of Inland Fisheries Ireland and the Sea Fisheries Protection Authority as soon as reasonably possible.

Reason: To provide for the attachment of conditions to the licence which the Grantor considers necessary and appropriate to the particular circumstances of the licence granted to the Holder.

7. CHANGE IN CIRCUMSTANCES

The Holder shall provide the Grantor with notice in writing at the earliest possible opportunity of any material change of circumstances within the meaning of section 136 of the Act.

Reason: To ensure the Grantor is informed of any material change of circumstances within the meaning of Section 136 of the Act.

8. 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;

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;

8.2 Without prejudice to the generality of the foregoing, the Holder shall make good all loss sustained by the Grantor in consequence of any breach by the Holder of any Conditions.

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

9. INSURANCE

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 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;

(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;

(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;

(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 Holder has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;

(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;

(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;

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

10. OBLIGATIONS OF THE LICENCE HOLDER ON TERMINATION OR EXPIRY OF THE LICENCE

At the expiration or termination of the Licence, the Holder shall remove all plant, machinery, equipment or any other thing used in connection with the Permitted Maritime Usage from the Licensed Area (or if applicable from any other part of the maritime area) and restore the Licensed Area (and if applicable any other part of the maritime area) to the condition it was prior to the commencement of the Permitted Maritime Usage to the satisfaction of the Grantor.

Reason: To set out the legal position and obligations of the Holder on termination of the licence.

11. FORCE MAJEURE

Except as otherwise provided by this Licence, if the Holder is rendered wholly or partially incapable of performing all or any of its obligations under this Licence or the Act, by reason of Force Majeure:

(i) as soon as is reasonably practicable, the Holder shall notify the Grantor, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;

(ii) this Licence shall remain in effect but the Holder's obligations, except for an obligation to make payment of money shall be suspended, provided that the suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;

(iii) the Holder shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Licence by reason of Force Majeure and shall do all things reasonably practicable to mitigate the consequences of the Force Majeure and shall resume full performance of its obligations under this Licence as soon as is reasonably practicable;

Reason: To clarify the events that excuse non-performance of the Holder's obligations under the licence.

12. INSPECTIONS

The Holder of a licence shall facilitate and shall not obstruct the Grantor in:

(i) entering the Licensed Area for the purposes of enabling the Grantor to carry out inspections for the purposes of ascertaining whether or not condition 12(ii) applies;

(ii) entering the Licensed Area if the Grantor gives the Holder notice in writing that the Grantor is satisfied that the Holder has materially contravened:

(a) a Condition;

(b) a condition deemed to be attached to a Licence in accordance with the Act;

(c) a provision of the Act relevant to this Licence.

Reason: To ensure the Grantor can evaluate compliance of the Holder with its obligations under the licence and the Act.

13. DOCUMENTATION

13.1 The Holder shall keep the following documents (if applicable) together and available for inspection by the Grantor, for the duration of, and for no less than seven years after the expiry of the Licence:

(i) a copy of the licence related to the Permitted Maritime Usage;

(ii) all correspondence with the Grantor;

(iii) up-to-date drawings, plans, and maps relating to the Permitted Maritime Usage;

(iv) documents and photographs as requested by the Grantor from time to time;

(v) the marine positional log; and

(vi) any elements of the licence application and associated documentation referenced in this licence.

13.2 In addition, the Grantor may, by notice in writing, require the Holder to provide such additional information as the Grantor considers necessary in relation to any matters arising out of or in connection with this Licence. The Holder shall provide the requested information within the period specified in the notice.

Reason: To provide appropriate controls on the maritime usage to ensure protection of the marine environment.

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14. EXERCISE OF RIGHTS

Save as may be permitted under this Licence, the Holder shall exercise this Licence in such a manner as to cause no damage or injury to the Licensed Area, any occupants of the Licensed Area and any other part of the maritime area affected by the Permitted Maritime Usage and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

Reason: To clarify the manner in which the Holder must exercise the rights granted under the licence

15. NOTICES

15.1 Any notice to be given by the Holder under this Licence shall either be sent by registered post or by email.

15.2 Where the notice is sent by registered post, the notice shall be furnished or sent to the address of the Grantor as contained in the Particulars Schedule.

15.3 Where the notice is delivered by email, it shall be issued to the e-mail address of the Grantor as contained in the Notification of Commencement of Permitted Maritime Usage provided on the MARA website.

15.4 All notices shall be deemed to have been served as follows:

(i) if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of An Post (and not returned undelivered);

(ii) if communicated by email, on the next calendar day following transmission.

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Reason: To set out the manner in which notices must be served by the Holder upon the Grantor under the licence.

16. GOVERNING LAW AND JURISDICTION

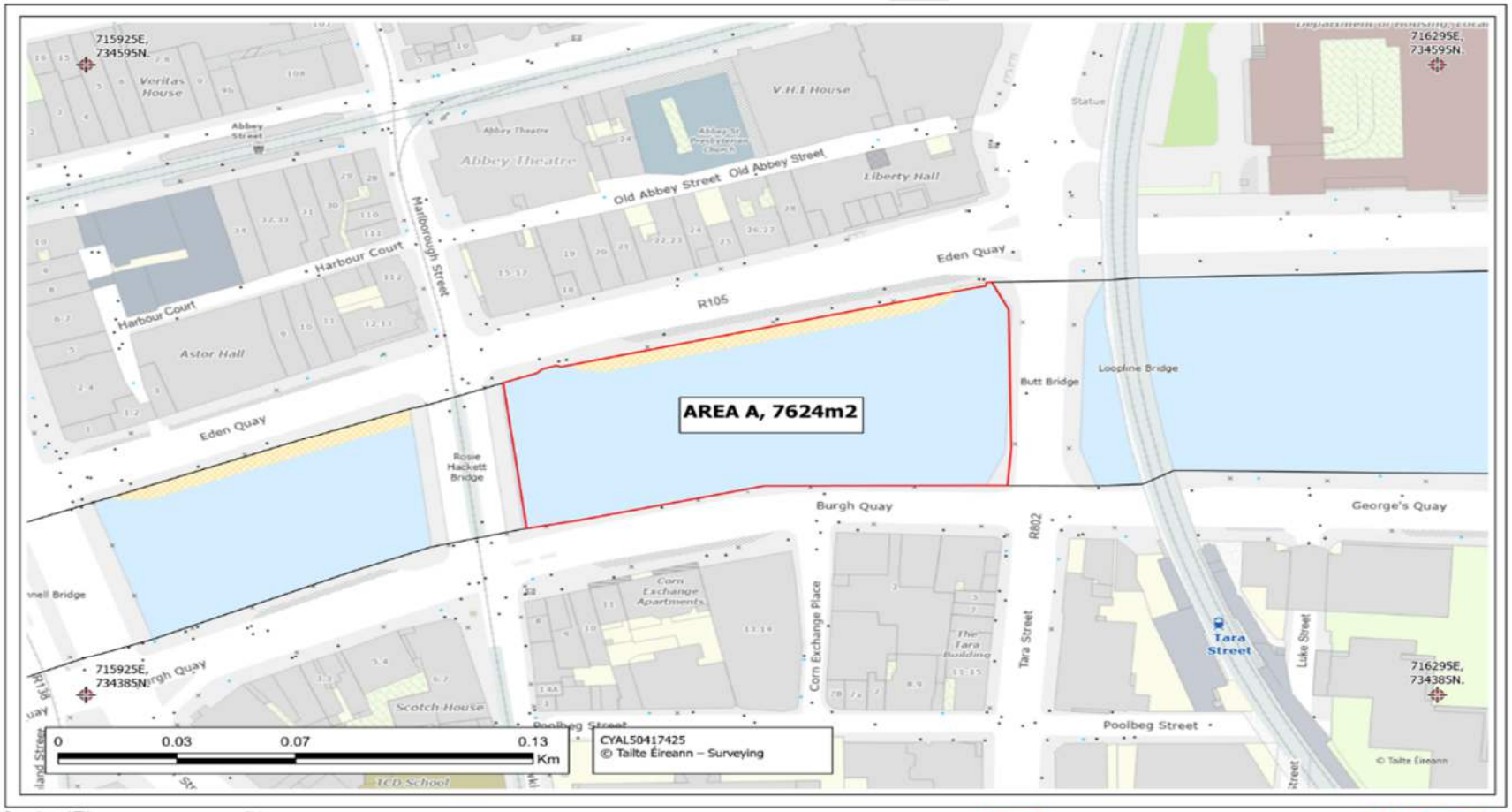
This Licence and all other documents relating to it shall be governed by and construed only in accordance with the laws of the Republic of Ireland.

Reason: To clarify that the Holder must submit to the exclusive jurisdiction of the Irish Courts in respect of any dispute and the provisions of this licence shall be construed in accordance with the laws of Ireland.

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Maritime Area Regulatory Authority

APPENDIX 1 THE LICENSED AREA - That part of the maritime area outlined in red on the Maritime Usage Licence map.



APPENDIX 2

SPECIFIC CONDITIONS

17. The Permitted Maritime Usage shall be carried out in accordance with the plans and particulars submitted in support of the application for this Licence.

Reason: To clarify the scope of this licence and ensure protection of the marine environment.

18. Prior to the commencement of the Permitted Maritime Usage the Holder shall consult with the Underwater Archaeology Unit of the Department of Housing Local Government and Heritage, National Monuments Service, located at G37, Custom House, Custom House Quay, Dublin 1, D01 W6X0, and comply with all applicable requirements set forth by the Unit.

Reason: To ensure protection of maritime heritage.

19. The Holder shall, a minimum 14 days prior to the commencement of the Permitted Maritime Usage, arrange for the publication of a Local Notice to Mariners with Dublin Port Company. This Notice shall include details of the Licence Holder and the Licence Number as granted by MARA. The Holder shall forward a copy of the notice to the Grantor at compliance@mara.gov.ie.

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Reason: To ensure safe navigation.

20. The Holder shall not damage or interfere with any third party's property while carrying out the Permitted Maritime Usage.

Reason: To minimise impact on other users of the marine environment.

21. Prior to the commencement of the Permitted Maritime Usage the Holder shall consult with Dublin Port Company to plan and schedule the Permitted Maritime Usage in order that any potential disruption to port operations is managed.

Reason: To ensure the orderly undertaking of the proposed maritime usage.

22. The Holder shall ensure that all vessels engaged in this Permitted Maritime Usage conform to Irish Certification standards for vessels, as required by the Marine Survey Office.

Reason: To ensure protection of the marine environment.

23. The Holder shall demonstrate all reasonable practical measures are taken to ensure that

all vessels used in the Permitted Maritime Usage are free of invasive marine species on their hulls and in their ballast water and that all vehicles and equipment used in the Permitted Maritime Usage are free of invasive marine species.

Reason: To ensure protection of the marine environment.

24. Accidental events

The Holder shall ensure that there is an oil pollution emergency plan on-board any survey vessels. This plan should specify:

(i) Information on the location and detail of spill response resources on-board;

(ii) Information on crew training in relation to oil pollution response;

(iii) How crew will interface with other site investigation operators, where applicable.

Reason: To provide appropriate controls on the Permitted Maritime Usage to ensure protection of the marine environment.

25. Fish migration

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(i) The Holder shall undertake the Permitted Maritime Usage between the hours of 07:00 and 19:00 daily, to ensure least disturbance to migratory fish in the River Liffey.

Reason: To ensure protection of migratory fish.

26. The Holder shall take all practicable efforts to ensure that any arisings from boring and drilling activities are collected and are stored and disposed of in accordance with the relevant National and European waste legislation and protocols as may be amended from time to time.

Reason: To ensure the protection of the marine environment.

27. The Holder shall consider any publicly available survey data, and usage of same where appropriate and feasible to do so, in order to avoid duplication of survey activity in the Licensed Area.

Reason: To ensure protection of the marine environment.

28. Prior to the commencement of the Permitted Maritime Usage, the Holder shall consult with Gas Networks Ireland, Uisce Éireann and Dublin City Council, to plan and schedule the Permitted Maritime Usage in order to ensure that any potential disruption to pipeline or cable infrastructure is managed. Records of all engagements and consultations held and agreements reached, if any, shall be maintained by the Holder

and made available to the Grantor if requested.

Reason: In the interest of orderly administration of the maritime area and to ensure the protection of existing infrastructure.

29. The Holder shall, as soon as practicable and no later than three months upon completion of the borehole survey works, submit all borehole survey data undertaken in accordance with this Permitted Maritime Usage to the Geological Survey of Ireland (GSI) of the Department of Climate, Energy and the Environment at GeologicalMappingInfo@gsi.ie and in the format requested by the GSI.

Reason: To ensure protection of the marine environment through availability of monitoring data.

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Execution of the Licence

This Licence is executed by [ ] on behalf of the Grantor who has been authorised to grant this licence pursuant to section 119(1)(a) of the Act:

Signed:_____

[ ]

Maritime Area Regulatory Authority

Date **DDMMYYYY**

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