

# Irish Water

## General Conditions for a Water and Wastewater Connections Agreement

Applying to: Domestic Connection, Non-Domestic Connection

April 2014

IW  
/G  
C/  
W  
W  
C  
A/  
04  
14



## **General Conditions for a Water and Wastewater Connection Agreement (the “Conditions”)**

### **1.1 Definitions:** In these Conditions the following definitions apply:

- 1.1.1 **Applicable Law** means all Acts of the Oireachtas, statutory instruments, regulations, orders and other legislative provisions which in any way relate to the Connection Agreement, including the Water Services Acts, and any code or guidance as may be issued from time to time by any Regulator or relevant industry authority. Any reference to “Applicable Law” or other enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;
- 1.1.2 **Business Day** means every day (except Saturdays and Sundays) on which banks are open for normal business in Dublin, Ireland.
- 1.1.3 **Connection** means facilitating the connection of a Service Connection to either (a) Waterworks and/or (b) a Wastewater Works as the case may be;
- 1.1.4 **Connection Charge** means the charge for connecting to the Irish Water Waterworks or Wastewater Works as the case may be, as set out in the Offer Letter;
- 1.1.5 **Current Local Authority Practice** means the generally accepted design, practices, methods, operation and supervision of a Local Authority for the provision of new Connections;
- 1.1.6 **Customer** means the person or entity to whom the Connection Offer is addressed;
- 1.1.7 **Drain** means a drainage pipe, or system of such pipes and related fittings for collection of Wastewater, that is not owned by, vested in or controlled by Irish Water, and that is not a Service Connection, which is used or to be used as the case may be, to convey Wastewater from one or more Premises or to any wastewater treatment system on a Premises where the Wastewater is generated;
- 1.1.8 **Emergency** means any emergency which includes but is not limited to:

- (a) an emergency endangering persons and/or property;
  - (b) where the water supply to the Customer or to other Customers is limited or unavailable because of a burst, plant failure or process breakdown, drought, pollution or otherwise; or
  - (c) a threat to public health, the environment, the reasonable conservation of water or the effective management of Water Services;
- 1.1.9 **Emergency Notice** means a notice issued by Irish Water, the Commission for Energy Regulation or Environmental Protection Agency in the event of an Emergency;
- 1.1.10 **Force Majeure** means any cause or combination of causes affecting the performance by a party of its obligations under the Connection Agreement arising from acts, events, omissions or non-events beyond its reasonable control or which could not have been prevented or the consequences of which could not have been prevented and which has the effect of preventing a party from complying with its obligations under the Connection Agreement including acts of God, riots, war, acts of terrorism, strikes, fire, flood, storm, data virus, utility failure, drought, sonic boom, radiation contamination or earthquake;
- 1.1.11 **Irish Water** means Irish Water (Uisce Éireann) a company incorporated in Ireland (company registration number 530363) and having its registered office at 24-26 Talbot Street, Dublin 1;
- 1.1.12 **Local Authority** means the County Council/City Council (as defined in the Local Government Act, 2001) responsible for the functional area in which the Premises is located;
- 1.1.13 **Offer Letter** means the letter of offer for a Connection issued by Irish Water to the Customer in response to the Customer's Application;
- 1.1.14 **Premises** includes any part of any public or private building, vessel, vehicle, structure or land (whether or not there are structures on the land and whether or not the land is covered with water), and any plant or related accessories on or under such land, or any hereditament of tenure, together with any out-buildings and curtilage and which is:
- (a) receiving Water Services;

(b) specified in an application for Water Services completed by the Customer; or

(c) a premises deemed to be a premises by Irish Water; or

(d) such other premises as may be notified by the Customer to Irish Water and accepted by Irish Water from time to time,

but does not include land which is a Public Road, a road which is the subject of an order under Section 11 of the Roads Act 1993 or a road which has been taken in charge by a Local Authority pursuant to a non-statutory Local Authority taking in charge scheme.

1.1.15 **Public Road** means a road over which a public right of way exists and the responsibility for the maintenance of which lies on a road authority.

1.1.16 **Regulator** means where applicable all present and future regulatory bodies having jurisdiction over Irish Water including, but not limited to, the Commission for Energy Regulation, the Environmental Protection Agency, the Department of the Environment, Community and Local Government, the Office of the Data Protection Commissioner, the Competition Authority and/or any other statutory body or regulatory authority which regulates on an ongoing basis or from time to time the business or operations of Irish Water;

1.1.17 **Service Level Agreement** means the agreement of that name entered into between Irish Water and the Local Authority on or about 31 December 2013, for the provision of services by the Local Authority to Irish Water in relation *inter alia* to operation and development of the infrastructure required for the provision of Water Services;

1.1.18 **Service Connection** means a water supply pipe or drainage pipe, together with any accessories and related fittings, extending from a Waterworks or Wastewater Works to the outer edge of the boundary to the curtilage of a Premises and used, or to be used as the case may be, for the purpose of connecting one or more Premises with a Waterworks or Wastewater Works, and, if used or to be used for connecting more than one such Premises it shall extend to the outer edge of the boundary to the curtilage of the premises which is furthest from the said Waterworks or Wastewater Works;

- 1.1.19 **Connection Agreement** means these Conditions together with the Offer Letter from Irish Water to the Customer once accepted by the Customer and all conditions thereto are satisfied in full;
- 1.1.20 **Sewer** means sewers of every description, excluding Storm Water Sewers, owned by, vested in or controlled by Irish Water, but does not include a Drain or Service Connection;
- 1.1.21 **Sewage and Sewage Effluent** have the meaning assigned to it by the Water Pollution Act of 1977;
- 1.1.22 **Storm Water** means run-off rainwater that enters any pipe;
- 1.1.23 **Storm Water Sewer** means any pipe or other conduit (a) used solely for the conveyance of storm water; or (b) designed or intended to be used for the conveyance of Storm Water (whether or not it is connected to a sewer by a Storm Water overflow within the meaning of the Waste Water Discharge (Authorisation) Regulations 2007 (SI No 684 of 2007));
- 1.1.24 **Waterworks** means water sources, Water Mains and their accessories, and all other associated physical elements used for the abstraction, treatment, storage, measurement or distribution of water, and any related land, which are owned by, vested in, controlled or used by Irish Water;
- 1.1.25 **Distribution System** means a pipe and its related fittings, that is used or to be used as the case may be to convey water into or through one or more Premises (including any related internal or external taps) excluding a Service Connection as defined above;
- 1.1.26 **Water Main** means water supply pipes owned by, vested in or controlled by Irish Water but does not include pipes, fittings and appliances to which the terms "Service Connection" or "Distribution System" interpreted in this section 1.1 apply;
- 1.1.27 **Water Services** means all services, including the provision of water intended for human consumption, which provide storage, measurement, treatment or distribution of surface water, ground water, or Wastewater collection, storage, measurement, treatment or disposal;
- 1.1.28 **Water Services Acts** means the Water Services Act 2007 to 2013;

- 1.1.29 **Wastewater** means Sewage or other Sewage Effluent discharged, or to be discharged, to a Drain, Service Connection or Sewer but does not include Storm Water;
- 1.1.30 **Wastewater Works** means Sewers and their accessories, and all other associated physical elements used for collection, storage, measurement or treatment of Wastewater, and any related land, which are owned by, vested in, controlled or used by Irish Water.
- 1.2 **Defined Terms in Offer Letter:** Terms which appear in uppercase in these Conditions which are not otherwise defined shall have the meaning given to them in the Offer Letter.
- 1.3 **Regulated Entity:** Irish Water operates within a regulatory framework governed by the Regulators.
- 1.4 **New Connection:** Irish Water shall charge and the Customer agrees to pay the Connection Charge notified to the Customer in the Offer Letter. Following payment by the Customer, Irish Water shall procure that its obligations under the Connection Agreement are performed in accordance with Current Local Authority Practice.
- 1.5 **Role of Local Authority:** The Customer acknowledges that Irish Water shall procure that certain of the obligations of Irish Water pursuant to the Connection Agreement shall be performed, and certain rights of Irish Water pursuant to the Connection Agreement shall be exercised by the Local Authority in accordance with the Service Level Agreement. Notwithstanding that any of the rights or obligations of Irish Water are exercised or performed or required to be exercised or performed by the Local Authority pursuant to the Service Level Agreement, Irish Water shall not be relieved of any obligation or liability with respect to said rights or obligations. The Customer has no recourse to the Local Authority in respect thereof and the Customer's sole recourse shall be to Irish Water in accordance with the Connection Agreement.
- 1.6 **Standard of Performance:** Irish Water shall procure that its obligations under the Connection Agreement are performed in accordance with Current Local Authority Practice. Where the obligations of Irish Water are performed in accordance with same, Irish Water shall have no liability whatsoever to the Customer in respect of this Connection Agreement.
- 1.7 **Supply of Water Services**
- 1.7.1 Irish Water will provide a Connection to Waterworks or Wastewater Works and provide Water Services to the Premises in accordance with Applicable Law and subject to

the terms of the Connection Agreement. The Customer agrees to receive the Water Services via the Waterworks and Wastewater Works at the Premises in accordance with Applicable Law and subject to the terms of the Connection Agreement.

**1.8 Customer's Connection Obligations:** The Customer shall:

- 1.8.1 make payment to Irish Water of the Connection Charge set out in the Offer Letter;
- 1.8.2 comply with all Applicable Laws and obtain all necessary licences, permits or authorisations that may be required in connection with the Water Services;
- 1.8.3 provide safe, free and unrestricted access (which access may not be exclusive) for Irish Water, and all parties acting on its behalf, to any land or premises of the Customer when reasonably required;
- 1.8.4 inform Irish Water, and all parties acting on its behalf, of any relevant safety precautions before entry to the Premises. Since Irish Water will not be aware of the specific hazards present on the Premises, the Customer is obliged to inform Irish Water of such hazards. The Customer must ensure that Irish Water, and all parties acting on its behalf, are either accompanied at all times by the Customer, or has been adequately briefed as to the presence of any specific hazards, the precautions that must be taken and what to do in the event of an accident or emergency.
- 1.8.5 co-operate with and assist Irish Water, and all parties acting on its behalf;
- 1.8.6 not unreasonably interfere with or restrict the carrying out of the Connection;
- 1.8.7 not do or cause or permit to be done anything which causes, or could reasonably be expected to cause, damage or destruction to any part of the Connection works or in any way interferes with its operation or materially interferes with Irish Water's and all parties' acting on its behalf, access to same;
- 1.8.8 be solely responsible at all times for maintaining and keeping excavations and reinstatements on its property in a safe and secure condition and will indemnify and keep indemnified Irish Water, its servants, agents and

contractors against all claims, demands, proceedings, damages and expenses whatsoever in respect thereof; and

- 1.8.9 accept liability for the care, maintenance, renewal and repair of the plumbing fixtures and fittings and the associated pipework of, in terms of water supply, the Distribution System and that part of the Service Connection from the point which is 225mm outside the point at which it enters the boundary to the curtilage of the Premises until it connects with the Distribution System and in terms of Wastewater, any Drains or Service Connection to which those Drains are connected.
- 1.8.10 agree the timing of the works with the relevant Local Authority.
- 1.8.11 apply for and achieve the relevant permission for any road opening procedures required to facilitate the Connection.

## 1.9 **Customer's Pipework**

- 1.9.1 The Customer shall provide and where necessary renew any Drain, Distribution System or Service Connection and shall take all reasonable and proper care of same. Irish Water shall accept no responsibility for the maintenance, renewal, adequacy, safety or other characteristics of any Drain, Distribution System or Service Connection save that, in terms of water supply, Irish Water shall maintain and repair that part of the Service Connection extending from the Waterworks up to the point that is 225mm outside the point at which the Service Connection enters the boundary to the curtilage of the Premises.
- 1.9.2 Any Drain or Drains located within the boundary to the curtilage of a Premises and/or any system of Drains that drains more than one Premises within the boundary to the curtilage of those Premises shall be the sole responsibility of the Customer or Customers. Irish Water shall accept no responsibility for such.
- 1.9.3 The Customer shall take such steps, as Irish Water may notify from time to time, to prevent a risk to human health or the environment, to facilitate the reasonable conservation of water or the proper and effective management of Water Services or to prevent contamination of any Waterworks and to protect the Wastewater Works.
- 1.9.4 The Customer shall maintain the Distribution System and the associated plumbing fixtures and fittings and that part of



the Service Connection from the point which is 225mm outside the point at which it enters the boundary to the curtilage of the Premises until it connects with the Distribution System, to ensure that they comply at all times with the European Union (Drinking Water) Regulations 2014 or any regulations that may be made by the Minister for Environment, Community and Local Government under Section 54 of the Water Services Act 2007 or any bye-laws made by Irish Water.

- 1.9.5 Without prejudice to any licencing obligations, the Customer shall not permit the following to be discharged into the Wastewater Works:
- (a) any liquid matter or thing which is or may be liable to set or congeal in the Sewer or by which the free flow of Sewage may otherwise be interfered with, or is capable of giving off any flammable or explosive gas or any noxious odour in sufficient concentration to cause a nuisance;
  - (b) Wastewater which by nature of volume or composition is likely to adversely affect the performance of a wastewater treatment plant(s) of Irish Water;
  - (c) any acid, alkali or other substance in sufficient concentration to cause corrosion to Sewer network components;
  - (d) any matter that causes or is likely to cause a risk to human health or safety or the environment.
- 1.9.6 The Customer shall also comply with any other reasonable directions issued by Irish Water to the Customer to ensure compliance with paragraph 1.9.5 above or any Applicable Law or for any other reason where Irish Water, acting reasonably, deems it appropriate to issue such directions.
- 1.9.7 The Customer shall not allow the discharge of rainwater run-off from roofs, paved areas or other surfaces into any Sewer, except as may otherwise be agreed in advance with Irish Water in writing.
- 1.9.8 Irish Water may specify any technical requirements or standards necessary to minimise the risk of leakage or to protect the integrity of the any Waterworks or Wastewater Works.

- 1.9.9 For the avoidance of doubt, the Customer is prohibited from using the Connection and/or using any other mechanism to supply Water Services onwards to another location or premises other than the Premises notified to Irish Water by the Customer to which the Connection applies. Irish Water shall in no way be liable for a breach of this provision by the Customer or by any other third party, including any adverse consequences arising directly or indirectly as a result of such a breach and all costs, damages or claims arising therefrom.
- 1.9.10 The Customer indemnifies Irish Water and its servants, agents and contractors in respect of any loss, damage or injury that may result from the laying or use of pipes within the boundary to the curtilage of the Premises. The Customer indemnifies Irish Water and its servants, agents and contractors in respect of any loss, damage or injury caused as a result of any leakage of Wastewater from Drains or Service Connections or water from the Distribution System or that part of the Service Connection from the point which is 225mm outside the point at which it enters the boundary to the curtilage of the Premises until it connects to the Distribution System.
- 1.9.11 The Customer shall be solely responsible for preventing any backflow, back syphonage or blowback into the Water Main or Waterworks.
- 1.9.12 Irish Water shall be entitled to take spot samples of the Wastewater discharged by the Customer for the purposes of testing compliance with the terms of the Connection Agreement. If, in the opinion of Irish Water, the characteristics of the Customer's Wastewater are such that it is likely to produce what Irish Water determines to be a significant impact upon the Wastewater Works, then Irish Water may require the Customer to enter into a separate agreement to reserve capacity at applicable Wastewater Works for the purpose of treating the Wastewater of the Customer.

#### **1.10 Customer's Service Obligations:**

- 1.10.1 The Customer shall not use water supplied to the Premises for any purpose other than that specified by Irish Water without Irish Water's prior written consent which may be refused or granted at its sole discretion.
- 1.10.2 The delivery of water to the Customer is subject to certain variations that may affect the quality, taste, colour,

hardness, clarity, pressure, availability or any other aspect of water. Irish Water will make all reasonable efforts to minimise variations that might affect the quality of the water, however, it does not accept liability for any loss incurred from water considered to be unacceptable by the Customer for its purpose.

- 1.10.3 Accidental and planned interruptions of the Water Services occur from time to time. Irish Water will take all reasonable steps to minimise the number of interruptions and to restore the Water Services as quickly as possible following an interruption. Irish Water will take no responsibility for any damage arising from or losses caused by such interruptions.
- 1.10.4 Irish Water reserves the right to interrupt Water Services in whole or in part, if Irish Water deems such action necessary or if Irish Water is required to by law or is requested to so do by any Regulator or any health authority. All reasonable efforts will be made by Irish Water to minimise such disruption to the Water Services and to give advance notice to Customer where practicable.
- 1.10.5 The Customer shall avoid waste in the use of water at any time, but especially in time of drought or water scarcity and shall not give or sell water, without the prior consent of Irish Water in writing. For the purposes of conserving water, where Irish Water has reason to believe that the management, consumption or other use of water on a Premises allows water to be wasted or fails to prevent water from being wasted or causes water to be consumed in excessive amounts, Irish Water may by notice direct the Customer of the Premises to take such corrective action (including installation, repair or replacement of specified pipes, valves or meters and other accessories, or change in operating practice in relation to the management or use of water) as Irish Water considers necessary.
- 1.10.6 Where in the opinion of Irish Water, waste or deliberate misuse of water occurs on the Premises, Irish Water may restrict or reduce the pressure of the Water Services temporarily until satisfied that the waste or misuse has been rectified.
- 1.10.7 Irish Water reserves the right to provide Water Services at varying pressures where this results from changes in the Connection and/or Waterworks or, if in the due discharge of its statutory duty to provide Water Services to Customers generally, it considers it is necessary or desirable to do so.

- 1.10.8 Irish Water shall endeavour to notify the Customer before making any long term change which will materially affect the flow or pressure of the Water Services.
  - 1.10.9 The Customer may in times of water scarcity be required to limit the use of Water for essential purposes only as prescribed by Irish Water.
  - 1.10.10 The Customer shall be responsible for installing and maintaining sufficient storage to provide a reserve water supply if that is necessary for any special needs which the Customer has for a specific rate of flow or pressure or if, taking account of any interruption to the Water Services which might occur due to works, a burst or any other reason, a prudent Customer acting reasonably in order to protect its business needs would provide such storage.
  - 1.10.11 The Customer shall ensure so far as practicable that all water is drawn at a reasonably regular rate of flow and pressure and shall use its storage facility to reduce peak demands being made upon the Waterworks by the Customer.
  - 1.10.12 Irish Water will endeavour to provide water that meets the standards in the European Union (Drinking Water) Regulations 2014, (S.I. No. 122 of 2014).
- 1.11 **Time for Completion / Delays:** Irish Water shall make all reasonable efforts to ensure that the Connection is completed in a timely manner but Irish Water shall not be liable for any loss or damage suffered by the Customer in respect of delays resulting from any cause whatsoever.
- 1.12 **Payment:** Payment of the Connection Charge and any other amounts agreed between Irish Water and the Customer shall be made on the due date for payment. Any overdue accounts shall be subject to an interest payment at the rate of 4.5% per month or part thereof until payment.
- 1.13 **Third Party Liability:** The Customer shall indemnify Irish Water and its servants, agents and contractors, and hold Irish Water and its servants, agents and contractors harmless from, at all times of any and all losses of any third party incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, Irish Water, but only to the extent any such loss was not caused by Irish Water's breach of the Connection Agreement or the negligence of Irish Water in undertaking its obligations under the Connection Agreement.

**1.14 No Liability for Consequential Loss:** Notwithstanding anything else to the contrary in the Connection Agreement, neither party shall be liable to the other party in contract, tort, warranty, strict liability or any other legal theory for any loss of profit, loss of revenue, loss of opportunity, loss of interruption, punitive or exemplary damages or any indirect, consequential or incidental damages.

Nothing in the Connection Agreement will exclude or limit the liability of either party for death or personal injury resulting from the negligence of either party.

**1.15 Interface Undertaking:** The Customer undertakes to Irish Water that any relief from, or limitation of, liability in favour of Irish Water under the Connection Agreement shall extend to and apply for the benefit of Local Authority. The Local Authority and its officers and employees shall have the benefit of such relief from, or limitation of, liability only in respect of any claim which relates to circumstances that are within the ambit of the Connection Agreement in the same circumstances under which Irish Water would have had the benefit of such relief from, or limitation of, liability under the Connection Agreement.

Where the Local Authority is entitled to the benefit of relief from, or limitation of, liability pursuant to the Connection Agreement, it shall be entitled to directly enforce the provisions of the Connection Agreement in order to obtain the benefit of such indemnity or relief from or limitation of liability to the extent permitted by law (without prejudice to the entitlement of Irish Water to enforce such indemnity or relief from or limitation of liability on its behalf). As the Local Authority is not a party to the Connection Agreement, Irish Water shall obtain and hold such right and benefit in trust and exercise the same, for and on behalf of the Local Authority.

**1.16 Assignment:** The Customer shall not be entitled to assign the benefit or transfer the burden of the Connection Agreement without prior written consent of Irish Water.

**1.17 Use of Sub-contractors:** In accordance with the Service Level Agreement, the Customer confirms and acknowledges that the Local Authority and its contractors or subcontractors, will carry out the Connection for and provide services to Irish Water to enable Irish Water to fulfil its obligations under the Connection Agreement. Irish Water will remain responsible to the Customer for and in respect of the performance of such obligations.

The Customer shall not be deemed by virtue of the Connection Agreement to have any contractual obligation to or relationship with the Local Authority or any of its contractors or subcontractors.

1.18 **Customer's Authority:** The Customer represents and warrants to Irish Water that it has full power and authority (corporate and otherwise) to enter into and to exercise its rights and perform its obligations under the Connection Agreement and has obtained all authorisations and consents necessary for it to so enter, exercise rights and perform obligations and such authorisations and consents are in full force and effect.

1.19 **Termination:** Irish Water shall be entitled to terminate the Connection Agreement without liability by written notice to the applicant if in the opinion of Irish Water it is not practicable, economic or safe to provide the Connection. In the event that Irish Water exercises its right to terminate, then Irish Water shall return the Connection Charge, less any outstanding costs and expenses incurred by Irish Water as at the date of termination, including, but not limited to, costs of construction, and any legal or financing costs, to the applicant.

1.20 **Notices:** Any notice or account sent by ordinary post pursuant to these Conditions shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Irish Water by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be in writing addressed to Irish Water at Irish Water, PO Box 860, South City Delivery Office, Cork City or by email to [newconnections@water.ie](mailto:newconnections@water.ie) or such other address or electronic mail address as may be notified by the Customer to Irish Water from time to time.

1.21 **Complaints Procedure:**

1.21.1 Irish Water is committed to putting its customers first. Irish Water makes every effort to provide its services in a prompt, efficient and safe manner and to a high standard. If the Customer is unhappy with any service or contact with Irish Water, a complaint in the first instance can be registered with the Irish Water Customer Service Department:

In writing:            Irish Water  
                                 PO Box 860  
                                 South City Delivery Office  
                                 Cork City

By telephone (inside Ireland): 1890 278 278

By telephone (outside Ireland): 00 353 1 707 2828

By email: [newconnections@water.ie](mailto:newconnections@water.ie)

## 1.22 Data Protection:

- 1.22.1 In order for Irish Water to provide the Customer with Water Services, it is necessary for Irish Water to collect and use data relating to the Customer. This data is used mainly to manage the Customer account and for operational reasons, including for example, visits to the Premises, works required at the Premises and construction and maintenance activities. In addition, data relating to the Customer may be used for health and safety, administration, risk assessment, marketing and credit checking purposes. Irish Water may use the data relating to the Customer to carry out credit checks and for fraud prevention with licensed agencies and fraud prevention agencies. This data may be recorded by these organisations to prevent fraud, help make credit decisions about the Customer and for debt collection purposes. Irish Water may keep the Customer's data for a reasonable period after the Customer ceases to be supplied with Water Services but will not keep it for any longer than is necessary and/or as required by law.
- 1.22.2 Irish Water may share the Customer's data to other members of the Bord Gáis Éireann Group, the Local Authority who is performing Water Services pursuant to the Service Level Agreement and/or agents who act on behalf of Irish Water in connection with the activities referred to above. Such agents are only permitted to use the Customer's data as instructed by Irish Water. They are also required to keep the Customer's data safe and secure.
- 1.22.3 From time to time the Customer may speak to employees of Irish Water (or agents acting on its behalf) by telephone. To ensure that Irish Water can provide a quality service, telephone conversations with the Customer may be recorded. Irish Water will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of the Customer's conversations with Irish Water or any other purposes mentioned in this notice.
- 1.22.4 The Customer has the right to request a copy of its personal data (Irish Water is entitled to charge a nominal administration fee for this). If the Customer wishes to avail of this right, it should submit a written request to: Irish Water – Data Protection Officer, PO Box 860, South City

Delivery Office, Cork City. In order to protect the Customer's privacy, it may also be asked to provide suitable proof of identification. If any of the details are incorrect please advise Irish Water and appropriate amendments will be made.

- 1.22.5 If the Customer signs up for any of the Irish Water online services and Irish Water communicate with the Customer by e-mail, the Customer is solely responsible for the security and integrity of the Customer's own e-mail account. The Customer accepts that electronic mail passing over the Internet may not be free from interference by third parties. Consequently, while Irish Water will take all reasonable security measures, Irish Water cannot guarantee the privacy or confidentiality of information relating to the Customer when passing over the Internet.

### 1.23 **Emergency**

- 1.23.1 In the event of and for the duration of an Emergency:
- (a) Irish Water may, limit consumption of water to the Premises; and
  - (b) the Customer shall adhere to such requirements.
- 1.23.2 Irish Water will provide a 24 hour customer contact service on behalf of all Customers. The 24 hour contact Line is 1890 278 278.
- 1.23.3 Where Irish Water is of the opinion that an immediate risk to human health or the environment or to the integrity of a Waterworks necessitates a reduction in consumption of water supplied, Irish Water may directly issue an Emergency Notice, having immediate effect, directing the Customer to limit consumption of Water supplied by Irish Water to the Premises to such rate or quantity as may be specified in the Emergency Notice.

1.24 **No Waiver:** No forbearance, indulgence or relaxation on the part of Irish Water shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of Irish Water or operate as or be deemed to be a waiver of any breach of conditions.

1.25 **Severance:** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.



- 1.26 **Force Majeure:** If either party shall be unable to carry out any of its obligations under the Connection Agreement because of Force Majeure, the Connection Agreement shall continue to have full effect but both parties' obligations shall be suspended without liability for a period equal to the period during which the Force Majeure operates provided that suspension is of no greater scope and of no longer duration than that which is required by the Force Majeure.
- 1.27 **Entire Agreement:** The Parties acknowledge that these Conditions and the Offer Letter constitute the complete agreement between the Parties and supersede all prior understandings, agreements, representations or communications whether written or oral between the Parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.
- 1.28 **Amendments to these Conditions:** These Conditions set out the interim terms and conditions applicable to the initial Irish Water "installation phase" of the provision of Water Services by Irish Water and may be updated at any time by Irish Water with replacement terms and conditions published on [www.water.ie](http://www.water.ie).
- 1.29 **Governing Law:** The Connection Agreement shall be governed and construed in accordance with the laws of Ireland and, subject to 1.21 above, the courts of Ireland shall have exclusive jurisdiction to decide disputes arising between the Customer and Irish Water.