**Dated \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024**



**GAS NETWORKS IRELAND**

**And**

**[…]**

**LARGE INDUSTRIAL AND COMMERCIAL CUSTOMER**

**LARGE NETWORK CONNECTION AGREEMENT**

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**THIS LARGE NETWORK CONNECTION AGREEMENT** is made the \_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ 2023

 **BETWEEN**:

1. **GAS NETWORKS IRELAND**, a designated activity company limited by shares incorporated in Ireland (registered number 555744) (“**GNI” or** “**Gas Networks Ireland**”) having its registered office at Gasworks Road, Cork T12 RX96 ; and
2. The party identified in Schedule 1 (the“**Company**”),

 each a “**Party**” and together the “**Parties**”.

**BACKGROUND**:

1. Gas Networks Ireland owns and is responsible for the operation, maintenance and development of the Transportation System.
2. The Company has applied for a connection to the Transportation System to enable gas to flow from the Transportation System to the Company Premises.
3. Gas Networks Ireland has agreed to undertake the Works required to connect the Company’s Premises to the Transportation System in accordance with the terms of this Connection Agreement.

**NOW IT IS HEREBY AGREED:**

1. **DEFINITIONS AND INTERPRETATION**
	1. In this Connection Agreement:
		1. “**Act**” means the Electricity Regulation Act, 1999, as amended;
		2. “**Additional Commissioning Costs**” means those costs, reasonably incurred in rendering the Connection Facilities fully Operational, which were not known or anticipated at the time of determining the Final Development and Construction Costs and which may include costs associated with outstanding or final invoices from suppliers;
		3. “**Advance Works**” means that part of the Works carried out pursuant to the Advance Works Agreement;
		4. “**Advance Works Agreement**” where relevant, means the agreement identified in Schedule 1 as having been entered into between the Company and Gas Networks Ireland pursuant to which Gas Networks Ireland agreed to undertake certain preliminary advance works in anticipation of the Parties entering into this Connection Agreement;
		5. “**Advance Works Payments**” means all amounts paid or which remain due and payable in respect of or arising out of the Advance Works Agreement;
		6. “**Affiliate**” means any company or non-corporate entity that controls, is controlled by, or is under common control with a Party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than 50 per cent of the voting rights of the other company or entity; provided that the company shall not be considered an Affiliate of any Shareholder, nor shall any Shareholder be considered an Affiliate of any other Shareholder;
		7. “**AGI**” means the above ground installation to be constructed on the Project Site as part of the Works;
		8. “**Agreement Date**” means the date of execution of this Connection Agreement;
		9. “**Approved Credit Rating**” has the meaning given to it in the Financial Security Policy;
		10. “**Balance of Development and Construction Costs**” means the amount by which the Final Development and Construction Costs exceeds the Estimate;
		11. “**Block Valve Station**” means the block valve station to be constructed on the Project Site as part of the Works and identified on the Works Plans;
		12. “**Business Days**” means Monday to Friday (inclusive) excluding public and bank holidays and days on which banks close for business in Ireland;
		13. “**Certificate of Substantial Completion**” has the meaning given to it in Clause 5.4;
		14. “**Code of Operations**” means the Gas Networks Ireland code of practice for the operation of the Transportation System approved by the Commission as modified from time to time;
		15. “**Commission**” means the Commission for Regulation of Utilities established pursuant to section 8 of the Act or any successor body or authority;
		16. “**Commissioning**” means the activities to be carried out in respect of the Pipeline and AGI (as appropriate) following Substantial Completion including leak testing, gassing-up and pressurising in order to make the Connection Facilities fully Operational and the term “Commissioned” shall be construed accordingly;
		17. “**Company’s Premises**” means the premises owned or occupied by the Company as identified in Schedule 1 as more particularly identified and outlined on the Site Plan;
		18. “**Company’s Supply Point**” means the Offtake Point to be created at the Connection Point in accordance with the Code of Operations for the supply of gas to the Offtake Facilities;
		19. “**Competent Authority**” means the Department, Commission or any local, national or supra-national agency, authority, department, inspectorate, official, court, tribunal, or public or statutory person (whether autonomous or not) of the European Union (including the European Parliament and Council and any Member State of the European Union) which has jurisdiction where relevant over Gas Networks Ireland, the Transportation System or that part of the South-North Pipeline located in the Republic of Ireland;
		20. “**Conditions Precedent**” means the conditions precedent to the performance of the Parties obligations in this Connection Agreement as set out in Clause 3.3;
		21. “**Conditions Subsequent**” means the conditions subsequent to the performance of the Parties obligations in this Connection Agreement as set out in Clause 3.6;
		22. “**Confidential Information**” has the meaning provided in Clause 16;
		23. “**Connection Agreement**” means this large network connection agreement;
		24. “**Connections Policy**” means the Gas Networks Ireland connections policy Version 5.0 effective from 15 October 2018, as may as amended or replaced from time to time.
		25. “**Connection Facilities**” means facilities and equipment required to connect the Offtake Facilities to the Transportation System at the Connection Point including the Pipeline, the Block Valve Station and AGI, the location of which is more particularly identified on the Works Plans;
		26. “**Connection Point**”means the outlet flange at which the Offtake Facilities may be connected to the Transportation System (as more particularly identified on the Site Plan) such that gas would be capable of being offtaken from the Transportation System and which is intended to be the location of an Offtake Point;
		27. “**CP Longstop Date**” means is the date identified in Schedule 1 or such later date as may be agreed in writing between the parties;
		28. “**CS Longstop Date**” means the date falling six weeks after the date on which the Company receives an engrossed copy of the Deed of Easement from Gas Networks Ireland for execution in accordance with Clause 4.3.1 or such later date as may be agreed in writing between the parties;
		29. “**Declaration of Conformance**” means the standard form declaration to be completed by a registered gas installer in respect of the Offtake Facilities to the satisfaction of Gas Networks Ireland;
		30. “**Deed of Easement**” means a deed of easement in substantially the same form as the pro forma document set out in Schedule 6;
		31. “**Department***”*shall mean the Department of the Environment, Climate and Communications or such other government department as shall have jurisdiction over Gas Networks Ireland from time to time;
		32. “**Development and Construction Costs**” means the following costs payable by the Company to Gas Networks Ireland under this Connection Agreement:
			1. all costs and expenses (both direct and indirect) incurred by Gas Networks Ireland in connection with carrying out the Works and performing its obligations under this Connection Agreement, including but not limited to procuring Materials, labor costs, consultant fees, overheads, insurance costs, financing costs (to be calculated as Euribor plus two percent (2%)), and any other costs incurred by Gas Networks Ireland in relation to or arising out of the Works prior to or following the Agreement Date including in connection with the preparation, negotiation, completion and implementation of this Connection Agreement;
			2. all costs associated with any delay to the Works; and
			3. Gas Networks Ireland’s margin for carrying out the Works and performing its obligations under this Connection Agreement, which shall be calculated as 10% of the total amount of (A) and (if applicable) (B) above
		33. “**Dispute**” means a difference or dispute of whatsoever nature between the Parties arising out of or in connection with this Connection Agreement;
		34. **“Easements”** means the land rights acquired from landowners over the Pipeline Route for the purpose of the Pipeline;
		35. “**Effective Date**” means the date upon which all of the Conditions Precedent have been either satisfied or waived in accordance with Clause 3;
		36. “**End User Operational Agreement**” means the standard form agreement of that name to be entered into between the Company and Gas Networks Ireland in relation to the Offtake Point, if requested by Gas Networks Ireland;
		37. “**Estimate**” means the amount identified in Schedule 1 as being the estimate of Development and Construction Costs (as such amount may be increased in accordance with Clause 7.2) and the term “**Estimated**” shall be constructed accordingly;
		38. **“Euribor”** means, as determined on the date on which a sum becomes payable, the percentage rate per annum for deposits in Euro for a six (6) month period which appears on Dow Jones (formerly Telerate) (or any successor service) page 248 (or any relevant successor page) as of 11:00 am (Brussels time) on date. If no such quotation is available, EURIBOR will be the rate per annum for deposits in Euro determined to be equal to the arithmetic mean (rounded upwards to four decimal places) of the rates at which each of at least three banks who generally provided quotes on Dow Jones (formerly Telerate) page 248 when quotations were last available thereon was offering to prime banks in the European interbank market deposits in Euro for a six month specified period at or about 11:00 am on such date as the relevant sum becomes payable;
		39. “**Expert**” means the party appointed in accordance with Clause 14.2;
		40. “**Final Development and Construction Costs**” means the total amount of the Development and Construction Costs incurred as certified under Clause 7.3;
		41. “**Financial Security**” has the meaning given to it in Clause 8.1;
		42. “**Financial Security Policy**” means the Gas Networks Ireland financial security policy (Policy No. FS01) Version 4.0 dated 22 August 2017, as may be amended or replaced from time to time.
		43. “**First Stage Payment**”means the amount calculated by reference to the relevant percentage of the Estimate set out in Schedule 1 less any payments made in respect of the Advance Works Agreement, which the Company is required to pay on or prior to the Agreement Date;
		44. “**Force Majeure**”means any event which:
			1. is not within the reasonable control of a Party;
			2. could not have been prevented or the consequences of which could not have been prevented by a Party acting and having acted as a Reasonable and Prudent Operator; and
			3. has the effect of preventing a Party from complying with its obligations under this Connection Agreement, including:

for the purposes of this Connection Agreement an “event” shall mean any event or circumstance, or number of events or circumstances, or combination thereof, including:

* + - * 1. acts of terrorists;
				2. war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
				3. sabotage or acts of vandalism, criminal damage or the threat of such acts;
				4. extreme weather or environmental conditions including lightening, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;
				5. any change of legislation, governmental order, restraint or directive having the effect of preventing or delaying the Works;
				6. a strike or any other form of industrial action by persons employed by the affected Party or by an Affiliate of the affected Party or by any contractor, subcontractor or agent of the affected Party or any such Affiliate;
				7. any strike related to the works which is part of a labour dispute of a national character occurring in the Republic of Ireland or elsewhere;
				8. the act or omission of any contractor, subcontractor or supplier of either Party but only if due to an event which, but for the contractor, subcontractor or supplier not being a Party to this Connection Agreement, would have been Force Majeure;
				9. the discovery of Toxic and Dangerous Waste at the Project Site; and
				10. an outbreak of Foot and Mouth disease.

Provided that Force Majeure shall not include:

* + - * 1. lack of funds and/or the inability of a Party to pay;
				2. mechanical or electrical breakdown or failure of machinery or plant owned or operated by either Party other than as a result of the circumstances identified in (1) to (10) above.
		1. “**GNI Site**” means the land within the Project Site upon which the AGI and the Connection Facilities are or will be located, the ownership of which shall be transferred by the Company to Gas Networks Ireland pursuant to Clause 4.1 and as more particularly identified in the Site Plan.
		2. “**Hazardous Materials**” means any pollutants, contaminants, radio-active explosive, oxidising, flammable, toxic, harmful, corrosive, irritant, dangerous, hazardous, infectious, carcinogenic, teratogenic, etiologic or mutagenic substances, materials constituents, chemicals, preparations or waste (including without limitation petroleum or any by-products of fractions thereof, any form of natural gas, asbestos and asbestos containing material or any derivations thereof, polychlorinated biphenyls ("PCB") and PCB containing equipment, radon or radio-active elements, pesticides and defoliants or any other meanings ascribed to such terms by any applicable environmental laws), which are prohibited or restricted under applicable environmental laws;
		3. “**IEI**” means the Institute of Engineers of Ireland;
		4. “**Legal Requirement**” has the meaning given to it in the Code of Operations;
		5. “**Loss**” means any and all loss, damage, liability, payment or obligation and all costs and expenses (including legal and consultancy fees) and “**Losses**” shall be construed accordingly;
		6. “**Materials**” means key components and associated materials required by Gas Networks Ireland to develop the Connection Facilities;
		7. “**Meter Fit**” has the meaning given to it in the Code of Operations;
		8. “**Natural Gas**” has the meaning given to that term in the Code of Operations;
		9. “**Offtake Facilities**” means the facilities, equipment or other property of the Company located downstream of the Connection Point and within the boundary of the Company’s Premises at which Natural Gas offtaken from the Transportation System is to be used including any plant or equipment in which Natural Gas is to be compressed or otherwise treated before being consumed;
		10. “**Offtake Point**” has the meaning given to it in the Code of Operations;
		11. “**Operational**” means that Connection Facilities have been fully Commissioned and the Offtake Facilities are able to accept commercial quantities of Natural Gas from the Transportation System at an Offtake Point to be established in accordance with the Code of Operations at the Connection Point;
		12. “**Pipeline**” means the pipeline to be constructed as part of the Works to connect the AGI to the Transportation System;
		13. “**Pipeline Route**” means the route over which the Pipeline will be constructed as illustrated in the Pipeline Route Plan;
		14. “**Pipeline Route Plan**” means the plan of the Pipeline Route which will finalised as part of the Works prior to the construction of the Pipeline, an initial indicative copy of which is set out at Schedule 2 Part 2;
		15. “**Preliminary Site Investigations**” means any and all investigations, examinations or removal of samples relating to the surface and / or subsurface conditions at the Project Site (including any report prepared as a result of such investigation or examination) and shall include any trial pits, bore holes, excavation works, extracting of samples, temporary or permanent structures or installation of any materials or equipment on the surface and / or in the subsurface of the Project Site;
		16. “**Process Agent**”means the agent appointed by the Company for receipt of service of proceedings before the Irish courts, as identified in Schedule 1;
		17. “**Programme**” means the estimated timetable for the completion of the Works as may be revised by Gas Networks Ireland from time to time in accordance with Clause 5, an initial version of which is incorporated in Schedule 3;
		18. “**Project Milestone**” has the meaning given to it in Clause 9 of this Connection Agreement;
		19. “**Project Site**” means the site on which the Works are to be undertaken and any other areas of land on, adjacent to, or in the proximity of, the Company’s Premises upon which Gas Networks Ireland and its contractors or subcontractors shall be required to enter for the purpose of the Works;
		20. “**Reasonable and Prudent Operator**” has the meaning given to it in the Code of Operations;
		21. “**Reinforcement Works**” means those works upstream of the Connection Point to the Transportation System which are required to be carried out by Gas Networks Ireland to facilitate the Company’s connection to the Transportation System under this Connection Agreement;
		22. “**Relevant Approval**” means any licence, consent, authority, permission, permit or approval (statutory or otherwise) required by or from a Competent Authority in connection with the Works;
		23. “**Required Insurances**” mean the insurances that each Party is required to maintain pursuant to this Connection Agreement;
		24. “**Shipper**” has the meaning given to it in the Code of Operations;
		25. “**Site Plan**” means the maps or plans outlining the Company’sPremises, the GNI Site and, where relevant, the location of the AGI, Block Valve Station and the Connection Point, which will be finalised as part of the Works prior to the construction of the Connection Facilities initial indicative copies of which are set out at Schedule 2 Part 1;
		26. “**Stage Payments**”means the amounts calculated by reference to a percentage of the Estimate set out in Clause 9.1;
		27. “**Substantial Completion**” means that the Works have been completed such that hydrostatic and/or pneumatic testing of the Connection Facilities has been successfully completed provided that the completion of such Works shall not be dependent on completion of:
			1. the Offtake Facilities; or
			2. the physical connection of the Offtake Facilities to the Connection Point;
		28. “**Substantial Completion Date**” means the date on which Works are certified by Gas Networks Ireland as having achieved Substantial Completion;
		29. “**Target Completion Date”** means the date specified in Schedule 1, being the date upon which Gas Networks Ireland reasonably expects that the Works will achieve Substantial Completion;
		30. “**Termination Costs**” the amount calculated as follows, where “TC” is the total amount to be paid by the Company:

TC = (A + B) – C

Where:

|  |  |
| --- | --- |
| 1. A
 | is the Development and Construction Costs incurred up to the date on which this Connection Agreement terminates; |
| 1. B
 | is all costs which arise out of the termination of this Connection Agreement including (i) all non-recoverable cancellation charges and internal Gas Networks Ireland costs and (ii) all costs associated with termination of contracts and arrangements referable to the Works, in each case, irrespective of whether such costs are incurred before or after termination of this Connection Agreement; and |
| 1. C
 | is the aggregate of all amount(s) paid by the Company pursuant to Clause 9. |

Provided that where the above formula arrives at a negative amount for TC, Gas Networks Ireland shall refund such amount to the Company;

* + 1. “**Tie-In Works**” and “**Tie-In**” means the works required to be undertaken by or on behalf of the Company to complete the tie-in of the Offtake Facilities to the Connection Facilities;
		2. “**Toxic and Dangerous Waste**” means any Hazardous Materials on, in or under the Project Site at the Agreement Date, or which is brought onto or placed on, in or under the Project Site by the Companyafter the Agreement Date without the written consent of Gas Networks Ireland, in such quantities or such concentrations as to constitute risk to health or the environment or which are required to be disposed of pursuant to any Legal Requirements;
		3. “**Transportation System**” means the transmission system and distribution systems for the transportation of Natural Gas in the Republic of Ireland owned and operated by Gas Networks Ireland under the regulation of the Commission and which following Substantial Completion shall include the Connection Facilities up to and including the Connection Point;
		4. “**Value Added Tax**” **or** “**VAT**” means value-added tax under the Value-Added Tax Consolidation Act 2010 (as amended) and any other tax of a similar nature;
		5. “**Wayleave Consent Form**” means the consent in substantially the same form as the pro forma document set out in Schedule 5 of this Connection Agreement confirming that the Company, or relevant landowner, will grant a wayleave (in the form of a Deed of Easement) to Gas Networks Ireland in respect of that part of the Pipeline Route located on its property;
		6. “**Works**” means the following permanent and temporary works required for the design, construction, completion and Commissioning of the Connection Facilities:
			1. the planning and design of the Connection Facilities including any environmental or other surveys which may be required;
			2. the carrying out of Preliminary Site Investigations;
			3. the obtaining of all Relevant Approvals;
			4. the obtaining of appropriate consents from all relevant landowners for easements over the Pipeline Route;
			5. where required, the acquisition of the GNI Site;
			6. the procurement and purchase of the Materials required for the Connection Facilities;
			7. the procurement, award and management of the building and supply contract for the Works;
			8. the construction and, where relevant, the installation, modification, inspection, operation, testing, repairing, renewing, maintaining, isolating and protecting of all temporary and permanent works relating to the Connection Facilities;
			9. the removing of equipment, materials or temporary works or any part thereof;
			10. the Commissioning of the Connection Facilities;
			11. the maintaining of all Relevant Approvals;
			12. the acquisition of Easements; and
			13. any and all remedial works required to the Connection Facilities,

to be undertaken by or on behalf of Gas Networks Ireland in accordance with Clause 5 and Clause 6.

For the avondance of doubt, none of the works contemplated by this definition shall, or shall be deemed to, include ans Meter Fit at the Connection Point; and

* + 1. “**Works Plans**” means the Site Plan and the Pipeline Route Plan.
	1. Words which appear in uppercase but which are not otherwise defined in this Connection Agreement shall have the meaning given to such terms in the Code of Operations.
	2. Unless the context otherwise requires, any reference in this Connection Agreement to:
		1. any gender includes all genders;
		2. a particular Part, Section or Appendix is to a Part, Section or Appendix of the Code of Operations;
		3. “law” or similar expression includes all or any bye-law, certificate, decree, directive, direction, injunction, instrument, judgment, law (including common law and equity), legislation, notice, order, regulation, requirement, resolution, statute, statutory instrument, treaty and any binding code of conduct, code of practice, guidance note or standard of any administrative, executive, governmental, judicial or regulatory agency, authority, Competent Authority, body or court in any jurisdiction or anything similar to any of the foregoing;
		4. any agreement, instrument or code (including the Code of Operations) is to the same as amended, novated, modified, supplemented or replaced from time to time;
		5. a recital, clause or schedule is to a recital, clause or schedule of this Connection Agreement;
		6. general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within general words. Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
		7. a “**Person**” shall be construed as a reference to any person, firm, company, corporation, Government or Agency of a State or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
		8. a person includes that person’s legal or personal representative, permitted assigns and successors;
		9. “**time**” shall be construed by reference to whatever time may from time to time be in force in Ireland;
		10. the singular shall include the plural and vice versa;
		11. all references in this Connection Agreement to "indemnity" and "indemnifying" any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person, and all loss or damage and all payments, costs or expenses made or incurred by that person, as a consequence of or which would not have arisen but for that circumstance; and
		12. words not otherwise defined that have well-known and generally acceptable technical or trade meanings in the gas industry are used in this Connection Agreement in accordance with such recognised meanings.
	3. Where a word or expression is defined in this Connection Agreement cognate words and expressions shall be construed accordingly.
	4. In this Connection Agreement headings are for ease of reference only and shall not affect its construction.
	5. Where there is conflict between this Connection Agreement and the Code of Operations, the Parties agree that this Connection Agreement shall take precedence.
	6. References to “**this Connection Agreement**” shall mean the recitals and Clauses of this Connection Agreement and the Schedules, all of which are to be read as one document.
	7. Where two or more persons are the Company, references to the Companyare to those persons collectively and the obligations and liabilities are, and are to be treated as, undertaken jointly and severally.
	8. For the avoidance of doubt, nothing in this Connection Agreement shall, or shall be read or construed to:
		1. constitute the Connection Point as an Offtake Point within the meaning of the Code of Operations;
		2. entitle the Company to capacity in the Transportation System or any part thereof;
		3. oblige Gas Networks Ireland to connect or permit the connection of the Facilities to the Transportation System such that gas may be offtaken at the Connection Point; and
		4. oblige Gas Networks Ireland to accept and process an application from a Shipper to become a Registered Shipper in respect of an Offtake Point at the Connection Point,

it being acknowledged and agreed by the Parties that such matters are outside the scope of this Connection Agreement and are subject to, amongst other things, legal and regulatory requirements, and the Code of Operations.

1. **representations and warranties**
	1. **Company Representations**: The Company represents and warrants to Gas Networks Ireland that on the Agreement Date and on an on-going basis throughout the term of this Connection Agreement:
		1. it has full power and authority (corporate and otherwise) to enter into and to exercise its rights and perform its obligations under this 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;
		2. performance of this Connection Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Company is a party or any judgement, order, statute or regulation which is applicable to the Company;
		3. the obligations expressed to be assumed by it under this Connection Agreement are legal and valid obligations binding on it;
		4. all payments to be made by it under this Connection Agreement may be made free and clear of, and without deduction for or on account of, any taxes whatsoever;
		5. no representation or warranty made by or on behalf of the Company and contained in this Connection Agreement and no statement contained in any submission to Gas Networks Ireland, declaration or other instrument made by or on behalf of the Company in connection with this Connection Agreement contains any false or misleading representation of a material fact, or omits to state a material fact necessary to prevent such statements, in the light of the circumstances under which they are made, from being misleading; and
		6. in connection with the negotiation and execution of this Connection Agreement:
			1. it is acting as a principal (and not as an agent or in any other capacity, fiduciary or otherwise);
			2. it is not relying upon any advice, counsel or representations (whether written or oral) of any other party other than the representations expressly set out in this Connection Agreement;
			3. it has made its own decision regarding the entering into of this Connection Agreement based upon its own judgement and upon the advice from such professional advisers as it has deemed necessary to consult;
			4. all of its decisions regarding this Connection Agreement have been the result of arms’ length negotiations between the Parties; and
			5. it has a full understanding of the terms, conditions and risks (economic and otherwise) of this Connection Agreement, and is capable of assuming and willing to assume (financially and otherwise) those risks.
	2. **Gas Networks Ireland Representation**: Gas Networks Ireland represents and warrants to the Company that on an on-going basis throughout the term of this Connection Agreement it has full power and authority to enter into and perform this Connection Agreement and the execution and performance of this Connection Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Gas Networks Ireland is a party or any judgement, order, statute or regulation which is applicable to Gas Networks Ireland.
2. **CONDITIONS precedent, subsequent AND DURATION**
	1. **Commencement**: Subject to Clause 3.2, this Connection Agreement shall commence and be binding on the Parties from the Agreement Date and shall continue in full force and effect until such time as each Party has fully performed its obligations under this Connection Agreement unless terminated earlier in accordance with Clause 13.
	2. **Conditions Precedent**: The obligations of Gas Networks Ireland under this Connection Agreement shall be conditional on the satisfaction by the Company, or waiver by Gas Networks Ireland (acting reasonably), of the conditions set out in Clause 3.3.
	3. **Conditions Precedent**: The performance by Gas Networks Ireland of those works identified in parts (A) to (G) of the definition of Works shall be conditional upon the Company satisfying the following conditions on or prior to the CP Longstop Date:
		1. provide Gas Networks Ireland with evidence of the authority of any person or persons executing or attesting the execution of this Connection Agreement on behalf of the Company and any other document on its behalf to do so and in each case certified to be a true copy by a director or secretary of the Company;
		2. provide Gas Networks Ireland with a copy of a resolution of the board of directors authorising the execution of the performance by the Company of its obligations under this Connection Agreement and each of the documents to be executed by it and a resolution of the board of directors authorising the execution by the Company of the transfer or conveyance (as applicable) of the ownership of the GNI Site where required pursuant to Clause 4.1 and the granting to the Gas Networks Ireland of all such the consents, wayleaves and/or Easements as may be required pursuant to Clauses 4.2 and 4.3;
		3. provide Gas Networks Ireland with a copy of the Company’s tax clearance certificate from The Office of the Revenue Commissioners;
		4. where applicable, the settlement in full of any outstanding Advance Works Payments on or within 5 Business Days of the Agreement Date;
		5. payment of the First Stage Payment on or within 10 Business Days of the Agreement Date;
		6. providing Financial Security in accordance with the requirements of Clause 8;
		7. providing all such technical documents, drawings, data and information required by Gas Networks Ireland in relation to the design of the Works and / or procurement of Materials as set out in Schedule 7; and
		8. such other conditions as may be included in Schedule 4.
	4. **Notice of Satisfaction**: Gas Networks Ireland shall notify the Company in writing when all Conditions Precedent are satisfied.
	5. **Termination for Failure to satisfy Conditions Precedent**: Notwithstanding any other provision of this Connection Agreement, if any of the Conditions Precedent have not been satisfied, or waived by Gas Networks Ireland (acting reasonably), by the CP Longstop Date (or such later date as Gas Networks Ireland may otherwise agree in writing), Gas Networks Ireland shall be entitled to terminate this Connection Agreement forthwith on notice to the Company in accordance with Clause 13.1.4. Until such time as notice of termination is given under Clause 13.1.4, the Company shall continue to use all reasonable endeavours to satisfy the outstanding Conditions Precedent as soon as is reasonably practicable.
	6. **Conditions Subsequent**: The performance by Gas Networks Ireland of those works identified in parts (H) to (M) of the definition of Works shall be conditional upon the Company satisfying the following conditions on or prior to the CS Longstop Date:
		1. each of the representations and warranties of the Company set out at Clause 2.1 continue to be true and accurate;
		2. the Company not being in breach of this Connection Agreement; and
		3. the Company having satisfied the requirements of Clauses 4.1, 4.2 and 4.3.1.
	7. **Termination for Failure to satisfy Conditions Subsequent**: Notwithstanding any other provision of this Connection Agreement, if any of the Conditions Subsequent have not been satisfied, or waived by Gas Networks Ireland (acting reasonably) by the CS Longstop Date (or such later date as Gas Networks Ireland may otherwise agree in writing), Gas Networks Ireland shall be entitled to may terminate this Connection Agreement forthwith on notice to the Company in accordance with Clause 13.1.5. Until such time as notice of termination is given under Clause 13.1.5, the Company shall continue to use all reasonable endeavours to satisfy the outstanding Conditions Precedent as soon as is reasonably practicable.
3. **the site and access requirements**
	1. **Project Site**: By no later than the CS Longstop Date, the Company shall procure the transfer or conveyance to Gas Networks Ireland of the ownership of the GNI Site.
	2. **Wayleave Consent Form**: By no later than the CS Longstop Date, the Company shallprovide Gas Networks Ireland with the Wayleave Consent Form duly signed together with prima facie evidence of title to that part of the Pipeline Route located on the Company’s Premises.
	3. **Deed of Easement**:
		1. By no later than the CS Longstop Date, the Company shall execute and deliver, or procure the execution and delivery of, the Deed of Easement and such completion deliverables, including declarations, searches, title and any third-party consents for that part of the Pipeline to be located on the Company’s Premises.
		2. The Company hereby agrees and authorises Gas Networks Ireland, to substitute any of the drawings appended to the Deed of Easement where required following the Substantial Completion Date to reflect the as-laid position the Pipeline and Gas Networks Ireland shall provide a copy of such updated Deed of Easement to the Company. However in the event of there being a significant deviation between the proposed pre-construction Pipeline Route as shown on the pre-construction drawing and the actual Pipeline Route to be constructed, Gas Networks Ireland will obtain the written approval from the Company to same prior to construction of the actual Pipeline Route (which consent or approval shall not be unreasonably withheld or delayed).
	4. **Provide Access to Gas Networks Ireland**: The Company hereby grants safe, free and unrestricted access (which access may not be exclusive) to Gas Networks Ireland and all parties acting on its behalf (including its or their contractors or subcontractors), to the Project Site, the Company’s Premises and any other lands owned by the Company which comprise the Pipeline Route, when reasonably required in connection with the Works and the mobilisation and/or demobilisation of the Works. The Company shall not unreasonably interfere with or restrict the carrying out of the Works.
	5. **Conditions of Access**: All rights of access for Gas Networks Ireland under this Connection Agreement shall include the right to bring on to the Company’s Premises (and such other lands set out in Clause 4.4) such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the rights of access are granted. Any individual to whom access is given under the Connection Agreement shall comply with all reasonable directions given by the Company and its appropriately authorised employees and agents as to general safety and site security requirements, prior to and when present on the Company’s Premises (and such other lands set out in Clause 4.4). All such rights shall be exercisable free of charge or payment of any kind.
	6. **Site Records and Information**:The Company shall supply all information (including any planning and environmental information) which Gas Networks Ireland and all parties acting on its behalf (including its or their contractors and subcontractors), may reasonably request or require from time to time for the proper performance of Gas Networks Ireland’s obligations pursuant to this Connection Agreement. The Company shall provide such information as soon as reasonably practicable following receipt of a request from Gas Networks Ireland and all parties acting on its behalf. The Company shall be responsible for ensuring that all information provided to Gas Networks Ireland is materially accurate and shall be liable for any additional costs arising from the provision of materially inaccurate information to Gas Networks Ireland.
	7. **Provide all existing Project Site Investigations**: The Company shall provide Gas Networks Ireland with copies of all reports of any Project Site investigations carried out by, or on behalf of, the Companyor in its possession, including any guidance notes issued and studies, assessments and reports commissioned by the Companywhich are relevant to the Works and the Company’sobligations pursuant to this Connection Agreement.
	8. **Company’s Access**: The Company shall not have rights of access to the Project Site at any time other than as may have been previously agreed in writing by Gas Networks Ireland for the purpose of carrying out by the Company of the Company’s obligations under the Connection Agreement.
	9. **Conditions at the Project Site**: Gas Networks Ireland shall not be deemed prior to the Effective Date to have:
		1. inspected and examined the Project Site or Pipeline Route and surroundings;
		2. satisfied itself as to the nature of the climatic, hydrological and general conditions of the Project Site or Pipeline Route, the nature of the ground and subsoil, the form and nature of the Project Site or Pipeline Route, the risk of injury or damage to property adjacent to the Project Site or Pipeline Route and to occupiers of such property, the nature of materials (whether natural or otherwise) to be excavated and the nature of the design, work and materials necessary for the execution of the Works;
		3. satisfied itself as to the access to and through the Project Site and the accommodation it may require, the possibility of interference by third parties with access to or use of the Project Site or Pipeline Route and the precautions and times and methods of working necessary to prevent any nuisance or interference which might give rise to any legal action by any third parties; and
		4. obtained all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the completion of the Works (including the risks, contingencies and all other circumstances in connection with any existing buildings), and its obligations to design, execute, complete, commission, test and maintain the Works and its other obligations in respect of the Works under this Connection Agreement.
	10. **Continuing obligations**: The obligations on the Company pursuant to Clause 4.1, 4.2 and 4.3 shall continue in full force and effect and be fully binding on the Company notwithstanding termination or expiry, until such time as Gas Networks Ireland confirms in writing to the Company that the Company has complied with its obligations pursuant to Clause 4.1, 4.2 and 4.3, notwithstanding partial performance of this Clause and/or this Connection Agreement by the Company.
4. **The Works**
	1. **Standard of Performance**: The Works shall be carried out by Gas Networks Ireland in accordance with the standard of a Reasonable and Prudent Operator.
	2. **Relevant Approvals**: Gas Networks Ireland shall use reasonable endeavours to procure all Relevant Approvals and conclude all agreements necessary for the performance of its obligations under this Connection Agreement in a timely manner immediately following the Agreement Date.
	3. **Obligations during period of the Works**: Gas Networks Ireland shall:
		1. use reasonable endeavours to ensure that the Works are undertaken and completed so as to achieve Substantial Completion by the Target Completion Date;
		2. provide to the Company a reasonably detailed Programme for the completion of the Works;
		3. continually monitor the progress of the Works against the then current Programme and provide to the Companyamonthly progress report on the Works or within such other timeframe as agreed between the Parties;
		4. on the occurrence, or likely occurrence, of an event or circumstance referred to in Clause 5.5 or following the occurrence of an event or circumstances of Force Majeure, notify the Company of the particular event or circumstance as soon as reasonably practicable, after it becomes aware and provide information regarding the nature and likely duration of the event or circumstance and the impact it is likely to have on the Programme and, where applicable, on the Development and Construction Costs; and
		5. as soon as practicable following the notification given under Clause 5.3.4, provide to the Company an updated Programme and, where applicable, include a revised Target Completion Date.
	4. **Substantial Completion**: Gas Networks Ireland shall issue the Company with a certificate confirming the date upon which Substantial Completion is achieved (the “**Certificate of Substantial Completion**).
	5. **Delay Events**: The Target Completion Date may be extended and the Programme amended by any delays to the Works which are caused by:
		1. the Company’sfailure to perform its obligations under this Connection Agreement or any other delay, impediment or prevention of whatever nature caused by the Companyor for which it is responsible which will impact on the Works, provided, however, that the ability to extend the Target Completion Date in these circumstances shall in no way prejudice Gas Networks Ireland’s right to exercise its right to terminate this Connection Agreement for material breach in accordance with Clause 13.1 or 13.3;
		2. changes or variations to the design specification of the Works required by the Companyand agreed by Gas Networks Ireland;
		3. omissions or errors in information or design specifications (including any aspect or element of the Works but) which Gas Networks Ireland become aware of after the Agreement Date;
		4. compliance with any Legal Requirements;
		5. accidental loss or damage to any completed part of the Works caused by third parties;
		6. the encountering of physical conditions, geotechnical conditions, archaeological finds or artificial obstructions on or in the vicinity of the Project Site or Pipeline Route;
		7. any event or circumstances of Force Majeure;
		8. the discovery of Toxic and Dangerous Waste;
		9. any labour dispute or work stoppage or slow down involving the Company, the Company’scontractors, subcontractors or the unions of the workers of the Companyor of the Company’scontractors or subcontractors;
		10. delay in the delivering of, or market constraints in the availability of any of the Materials required for the Works;
		11. failure or delay in obtaining Easements;
		12. failure or delay in issuing of Relevant Approvals or any Relevant Approval ceasing to be in force, or any condition on such a Relevant Approval preventing Gas Networks Ireland from performing its obligations;
		13. the exercising by Gas Networks Ireland of its right to suspend performance of the Works pursuant to Clause 9.8.1;
		14. delay by the Company in achieving any of the Conditions Precedent and Gas Networks Ireland has elected not to terminate this Connection Agreement in accordance with Clause 3.5;
		15. delay caused as a result of any third party objection or judicial review proceedings brought in respect of any planning permission obtained by the Company in relation to the Connection Facilities or Offtake Facilities as the case may be; or
		16. delay caused as a result of any third party objection or judicial review proceedings brought in respect of any planning permission or Relevant Approvals obtained by Gas Networks Ireland in relation to the Works or Connection Facilities as the case may be.
	6. **Cooperation and Interface:** The Company shall co-operate with and assist, and shall use reasonable endeavours to procure that any of its contractors, subcontractors, employees, servants and agents and, to the extent within its control or influence, any other third parties co-operate with and assist, Gas Networks Ireland, and all parties acting on its behalf, in the exercise of its rights and performance of its obligations under this Connection Agreement and mitigate any delays which would have a consequential delay to the Programme.
	7. **Programme**: The Company acknowledges that the Programme is an estimate of the timeline for completion of the Works based on the assumption that the Company will satisfy its Conditions Precedent in a timely manner and on information available to the Parties at any particular point in time.

The Parties agree that once the Effective Date is established under this Agreement, Gas Networks Ireland shall be entitled to amend, modify or replace the Programme and the Target Completion Date to reflect the Works commencing from the Effective Date. In addition, the Programme and the Target Completion Date may be amended, modified or replaced by Gas Networks Ireland at any time acting as a Reasonable and Prudent Operator and from time to time in accordance with this Clause 5 of the Agreement. If the Programme and Target Completion Date are amended, modified or replaced under this Clause or any other Clause in this Connection Agreement, Gas Networks Ireland shall promptly notify the Company of same.

* 1. **Reinforcement Works**: In the event that Gas Networks Ireland is required to carry out any Reinforcement Works in order to complete the Works, the cost for completing those Reinforcement Works shall be included in the Estimate.
1. **offtake facilities, tie-in works and commissioning**
	1. **Offtake Facilities**: The Company shall use reasonable endeavours to ensure that the Offtake Facilities are completed by the Target Completion Date and shall provide Gas Networks Ireland with regular updates on the progress of the works being undertaken for the Offtake Facilities including any delay events which may adversely impact their works programme, steps being taken to mitigate any such delays and the anticipated date on which the Offtake Facilities will be ready for Tie-in and Commissioning.
	2. **Tie-in and Commissioning**: Where practicable, the Tie-in Works and Commissioning will be completed promptly following the Substantial Completion Date subject to compliance by the Company with the requirements of Clauses 6.3 and 6.4.
	3. **Tie-in Works**: As soon as the Offtake Facilities have been completed, the Company shall deliver to Gas Networks Ireland a Declaration of Conformance and make all necessary arrangements with Gas Networks Ireland and its contractors and subcontractors for the completion of the Tie-in Works to the standard required by Gas Networks Ireland.
	4. **Commissioning**: In order to ensure that sufficient quantities of Natural Gas are available for Commissioning, the Company shall have appointed a Shipper and procured that all necessary arrangements have been made in compliance with the Code of Operations for Natural Gas to be made available for offtake at the Offtake Point to be established at the Connection Point. The Company shall offtake gas at an Offtake Point at the Connection Point, as and when required, and in such quantities as may be required for the purpose of Commissioning and Natural Gas flow tests.
	5. **Notice of Completion**: Gas Networks Ireland will notify the Company in writing when the Commissioning has been completed and the Connection Facilities are Operational.
	6. **No Unauthorised Offtake**: The Company shall not at any time prior to receipt of notice from Gas Networks Ireland under Clause 6.5 operate the Offtake Facilities so as to cause Natural Gas to be offtaken from Transportation System other than for the purpose of Commissioning under the direction of Gas Networks Ireland.
	7. **End User Operational Agreement**: Within ten (10) Business Days from the Substantial Completion Date, if requested by Gas Networks Ireland, the Company shall enter into an End User Operational Agreement.
2. **project costs**
	1. **Liability for Development and Construction Costs**: The Companyshall pay the Development and Construction Costs invoiced pursuant to Clause 9.
	2. **Increases in Development and Construction Costs**: Gas Networks Ireland shall, acting as a Reasonable and Prudent Operator, be entitled to apply increases to the Estimate at any time during the term of this Connection Agreement by giving written notice to the Company. Gas Networks Ireland may apply any such increase to one or to a number of Stage Payments payable by the Company.
	3. **Notification of Development and Construction Costs**: As soon as reasonably practicable following the Substantial Completion Date, Gas Networks Ireland shall certify the “**Final Development and Construction Costs**” being the Development and Construction Costs actually incurred by it in completing the Works and those costs incurred, or which Gas Networks Ireland reasonably anticipates are to be incurred, in completing the Tie-in and Commissioning and rendering the Connection Facilities fully Operational.
	4. **Reconciliation of Development and Construction Costs**: If the Final Development and Construction Costs are:
		1. in excess of the aggregate total amount paid by the Company in respect of the Development and Construction Costs, Gas Networks Ireland shall issue an invoice to the Companyfor the Balance of Development and Construction Costs in accordance with Clause 9; or
		2. less than the aggregate total amount paid by the Company in respect of the Development and Construction Costs, Gas Networks Ireland shall refund to the Companythe amount by which the amounts paid by the Company exceed the Final Development and Construction Costs in accordance with Clause 9.
	5. **Additional Commissioning Costs**: Where Tie-in and Commissioning has not been completed at the time the certificate confirming the Final Development and Construction Costs and Additional Commissioning Costs are incurred, Gas Networks Ireland shall be entitled to invoice the Company for such Additional Commissioning Costs in accordance with Clause 9. Where Tie-in and Commissioning has not been completed at the time of the certificate confirming the Final Development and Construction Costs and the costs actually incurred by Gas Networks Ireland in respect of such Tie-in and Commissioning are less than the amount included in the Final Development and Construction Costs pursuant to Clause 7.3, Gas Networks Ireland shall refund to the Company the difference between the two amounts.
	6. **Termination Costs:** Where this Connection Agreement is terminated in accordance with Clause 13, the Company shall be liable for the Termination Costs.
	7. **Rebate Mechanism**: If eligible in accordance with the Connections Policy, the Company shall be entitled to benefit from the refund mechanism required to be put in place and operated by Gas Networks Ireland. The purpose of the refund mechanism is to refund parties such as the Company where other new loads benefit subsequently from the deep reinforcements built to meet the load requirements of their connection to the Transportation System.
3. **financial security**
	1. **Requirement for Financial Security**: In accordance with the requirements of the Financial Security Policy, the Company is required to put in place and maintain financial security on the terms set out in this Clause 8 for and in respect of its obligation to pay for the Development and Construction Costs (the “**Financial Security**”).
	2. **Amount of Security**: The Financial Security shall be for an amount not less than the Estimate (plus VAT at the applicable rate) provided that once the Advance Works Payments or a Stage Payment have been invoiced and settled in full, the Financial Security can be reduced by an amount corresponding to the payment made.
	3. **Duration of Security**:The Company shallbe required to put in place and maintain the Financial Security from the Effective Date and for a term that shall cover:
4. the duration of the Programme and six months after completion of Commissioning; and
5. the period until the Development and Construction Costs are fully paid,

(together the “**Required FS Term**”).

* 1. The Parties acknowledge and agree that the projected Required FS Term as of the date of this Agreement is set out in Schedule 1. In circumstances where the Effective Date is established before or after the projected start date of the Required FS Term in Schedule 1, the Company shall in all circumstances have in place the Financial Security from the Effective Date. Furthermore, in circumstances where (i) the Programme is extended under this Agreement and / or (ii) the Development and Construction Costs remain outstanding as of the end date provided in Schedule 1, the Company shall be required to maintain the Financial Security in accordance with Clause 8.3 (a) and (b).
	2. **Increase in Security**: Where Gas Networks Ireland provides written notice of an increase to the Estimate pursuant to Clause 7.2, the Company shall within 20 Business Days of receipt of the written notice from Gas Networks Ireland, increase the Financial Security by a corresponding amount so that the amount of Financial Security is equal to the increased Estimate.
	3. **Form of Security**: The form of Financial Security shall comply with the requirements of the Financial Security Policy, be approved by Gas Networks Ireland and be identified in Schedule 1.
	4. **Replacement Security**: In circumstances where the Financial Security put in place in compliance with this Clause 8 is due to expire prior to expiration of this Connection Agreement (the “**Expiring Security**”), the Company shall ensure that replacement security is put in place by not later than six months prior to the date on which the Expiring Security is due to expire with an effective date to be approved by Gas Networks Ireland.
	5. **Failure to replace Financial Security**: Failure by the Company to replace Expiring Security in accordance with Clause 8.7 shall entitle Gas Networks Ireland to drawdown from the Expiring Security an amount equal to the outstanding balance of the Estimate and such monies shall be held by Gas Networks Ireland in an interest bearing bank account (the “**Account**”) on trust for the Company but for the benefit of Gas Networks Ireland as security for the Company’s payment obligations under this Connection Agreement. For the avoidance of doubt, Gas Networks Ireland shall be entitled to withdraw funds from the Account in circumstances where it would otherwise have been entitled to have drawdown from the Financial Security pursuant to this Connection Agreement.
	6. **Further Security**: If the credit rating of the issuer of any Financial Security, put in place by the Company in accordance with the requirements of this Connection Agreement, falls below the Approved Credit Rating, Gas Networks Ireland shall be entitled to require the Company to replace such issuer with an entity possessing a credit rating which is equal to or exceeds the Approved Credit Rating.
	7. **Drawing on Financial Security**: Without prejudice to Gas Networks Ireland’s other rights and remedies under this Connection Agreement, Gas Networks Ireland shall be entitled to drawdown the Financial Security in accordance with the terms of this Connection Agreement and the Financial Security Policy.
	8. **Financial Security Policy**: Reference in this Clause 8 to the Financial Security Policy is to such policy as may be amended from time to time and published on Gas Networks Ireland’s website.
1. **PAYMENT**
	1. **Stage Payments**: The Stage Payments shall be calculated by reference to the percentage of the Estimate identified in the third column of the table below opposite the relevant Stage Payment.

|  |  |  |
| --- | --- | --- |
| **Stage Payment** | **Project Milestone** | **Amount to be paid based on the Estimate** |
| 1 | Agreement Date | 10% of Estimate |
| 2 | The procurement and purchase of Materials by Gas Networks Ireland | 30% of Estimate |
| 3 | Substantial Completion Date | 40% of Estimate |
| 4 | Receipt of outstanding invoices from suppliers | 20% of Estimate |

 When Gas Networks Ireland determines that a Project Milestone in respect of a Stage Payment has been achieved, it shall issue an invoice to the Company in respect of that Stage Payment pursuant to Clause 9.3.

* 1. **The Company’s Payment Obligations**: The amounts payable by the Company in respect of the Development and Construction Costs pursuant to this Connection Agreement are set out as follows:
		1. all Stage Payments, each Stage Payment becoming due and payable in accordance with Clause 9.6;
		2. the Balance of Development and Construction Costs (if any);
		3. the Additional Commissioning Costs (if any); and
		4. in the event that this Connection Agreement is terminated pursuant to Clause 13, the Termination Costs.
	2. **Invoicing**: Gas Networks Ireland shall be entitled to issue one or more invoices in respect of any such sum or sums contemplated by Clause 9.2.
	3. **Invoicing for increases in Estimate**: In circumstances where the Estimate is increased in accordance with Clause 7.2, Gas Networks Ireland shall be entitled to apply such increase to any invoice issued pursuant to Clause 9.3 or issue a separate invoice to the Company in respect of such increase.
	4. **Supporting Documentation**: The amount certified by Gas Networks Ireland as being due and payable in accordance with this Connection Agreement under any invoice issued under this Clause 9 shall contain such supporting documentation as Gas Networks Ireland considers appropriate.
	5. **Due date for Payment**: With the exception of the First Stage Payment (payable by no later than 10 Business Days following the Agreement Date), the Company shall settle each invoice in full, and without deduction for any amount of the invoice which may be in Dispute, within 15 Business Days of the date of the invoice by making payment to the bank account specified in the relevant invoice, or such alternative bank account as Gas Networks Ireland may from time to time notify to the Company.
	6. **Interest on Late Payment**: If the Company fails to make payment in full of an amount invoiced pursuant to Clause 9.3 within 15 Business Days of the deemed date of receipt of the invoice, such overdue payment shall automatically bear interest, calculated daily and compounded monthly from the due date for payment of such invoice until the date on which payment is received at the rate of Euribor plus 4%.
	7. **Failure by the Company to comply with Payment Obligations**: Without prejudice to Gas Networks Ireland’s right to claim interest under Clause 9.7 and its other rights and remedies under this Connection Agreement, where the Company fails to make payment in full of an amount invoiced pursuant to Clause 9.3 within 10 Business Days from a written notice by Gas Networks Ireland to the Company specifying that an invoice remains unpaid, Gas Networks Ireland shall be entitled:
		1. to suspend the performance of its obligations under this Connection Agreement until the date of actual payment and extend the Programme and Target Completion Date accordingly to reflect the impact of any such suspension which extension may or may not reflect the duration of the suspension period depending on the circumstances;
		2. to drawdown from the Financial Security the outstanding amount due together with any interest calculated in accordance with Clause 9.7;
		3. to set-off against all or part of the amount due, any monies or credits which Gas Networks Ireland, or parties acting on its behalf, may be holding for the benefit of the Company; and/or
		4. refuse to complete the Commissioning and/or establish as an Offtake Point at the Connection Point in respect of the Company while any such invoiced amount remains outstanding.
	8. **Right to Dispute Invoices:** Subject to compliance with the requirements of Clause 9.6 to settle all invoices in full by the due date for payment, the Company shall on notice to Gas Networks Ireland be entitled to dispute all or part of any invoice within 20 Business Days of the date on which the invoice issues in accordance with Clause 9.3 and such notice shall set out full details of the reasons why the amount set out in the invoice is in dispute. If the parties are unable to resolve the Dispute in accordance with Clause 14.1, the matter shall be referred for determination by an Expert in accordance with Clause 14.2.
	9. **Interest on Disputed Amounts:** Where a Dispute in respect of an invoice is agreed or determined in favour of the Company, Gas Networks Ireland shall pay the Company such amount as has been agreed or determined to be payable by it together with interest calculated daily and compounded monthly from the date of payment of the relevant invoice at a rate of Euribor plus 2%.
	10. **Amounts Exclusive of VAT****:** If under this Agreement Gas Networks Ireland makes a supply to the Company for Value-Added Tax purposes and Value-Added Tax is or becomes chargeable on that supply, the Company shall pay to Gas Networks Ireland a sum equal to the amount of the Value-Added Tax chargeable (the “**VAT Amount**”) in addition to the consideration payable for the supply. The Company shall pay the VAT Amount at the same time as paying the consideration payable for the supply.
	11. **Gas Networks Ireland’s Payment Obligations:** Gas Networks Ireland will pay to the Company any amount calculated in accordance with Clause 7.4.2 as soon as reasonably practicable following certification of the Final Development and Construction Costs and any amount calculated in accordance with Clause 7.5 as soon as reasonably practicable following completion of Tie-in and Commissioning.
	12. **Acknowledgement by the Company**: The Company agrees and acknowledges that failure by it to make timely payment of the Stage Payments in accordance with the provisions of this Clause 9 could materially:
		1. jeopardise the Programme and the ability to achieve Substantial Completion by the Target Completion Date; and
		2. increase the Development and Construction Costs which may be incurred by Gas Networks Ireland, and for which the Company would be liable, pursuant to this Connection Agreement.
1. **OWNERSHIP OF CONNECTION FACILITIES**
	1. **Ownership of the Works**: The Parties agree that, any right, title or interest in assets and property (both real and personal) acquired by Gas Networks Ireland in performing its obligations in respect of the Works shall belong to and vest solely in Gas Networks Ireland and form part of the Transportation System which assets and property for the avoidance of doubt shall include the Connection Facilities.
	2. **No Entitlement to Capacity**: The Company agrees that the performance of this Connection Agreement does not confer on any person an entitlement to Entry Capacity, Exit Capacity or Supply Point Capacity on the Transportation System.
	3. **Ownership of Intellectual Property**: Ownership and copyright to all drawings, specification, and/or other documents produced by or on behalf of Gas Networks Ireland in undertaking the Works and any designs contained in them shall vest solely in Gas Networks Ireland.
2. **Limitations on Liability and Indemnities**
	1. **Liability Cap**: Subject to Clauses 11.2, 11.3 and the Company’s liability for the Development and Construction Costs and the Termination Costs, neither Party shall be liable to the other Party for any liability or Loss in excess of €100,000 (one hundred thousand euros) in aggregate arising out of or in connection with the performance, non-performance or contemplated performance of this Connection Agreement (whether arising in contract, tort (including negligence) or breach of statutory duty, warranty, misrepresentation, restitution or otherwise) and the party liable is hereby released from any liability in excess of such amount.
	2. **No Liability for Consequential Loss**: Neither Party shall be liable to the other Party 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.
	3. **Exceptions to Limitations of Liability**: The limitation on liability provided for in Clauses 11.1 and 11.2 shall not apply or in any way restrict a Party’s liability in respect of:
		1. fraud;
		2. wilful default;
		3. personal injury or death caused by the negligence on the part of the relevant Party or an employee of such Party; or
		4. the obligation to indemnify under Clause 11.4.
	4. **Third Party Liability**: The Company shall indemnify Gas Networks Ireland, and hold Gas Networks Ireland harmless from, at all times after the date hereof, 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, Gas Networks Ireland, but only to the extent any such loss was not caused by Gas Networks Ireland’s breach of this Connection Agreement or the negligence of Gas Networks Ireland in undertaking its obligations under this Connection Agreement.
3. **Insurance Obligations**
	1. **Public Liability Insurance**: Each Party shall procure and maintain for the term of the Connection Agreement public liability insurance with a reputable insurer with a limit of indemnity of not less than €6,500,000 per claim or series of claims arising from one event and unlimited in the aggregate.
	2. **Employer’s Liability Insurance:** Each Party shall procure and maintain for the term of the Connection Agreement employer’s liability insurance with a reputable insurer with a limit of indemnity of not less than €13,000,000 per claim or series of claims arising from one event and unlimited in the aggregate.
	3. **Confirmation of the Company’s Insurances**: Within five Business Days of issuing the Acknowledgement Letter, the Company shall provide evidence, by way of a broker’s letter of confirmation that the Required Insurances have been procured by the Company.
	4. **Renewal of Required Insurances**: Where the Target Completion Date is scheduled to occur after the expiry of the Company’s Required Insurances (as evidenced in the broker’s letter of confirmation) the Company shall, prior to their expiry, renew the Required Insurances for such a period or periods as are necessary to ensure that the Required Insurances remain in place for the duration of this Connection Agreement. Prior to the expiry of any Required Insurance, the Company shall provide written confirmation to Gas Networks Ireland from its insurance broker that the Required Insurances have been renewed.
4. **TERMINATION**
	1. **Gas Networks Ireland’s Termination Rights**: Gas Networks Ireland shall be entitled to terminate this Connection Agreement forthwith on giving 15 Business Days written notice to the Company:
		1. where the Company breaches its obligation to maintain or (where relevant) extend or replace the Financial Security in accordance with the requirements of Clause 8;
		2. where the Company fails to pay when due amounts invoiced pursuant to this Connection Agreement and payable under Clause 9;
		3. where Gas Networks Ireland discovers Hazardous Materials on the Project Site;
		4. where the Company has failed to satisfy all or any of the Conditions Precedent in accordance with Clause 3.5;
		5. where the Company has failed to satisfy all or any of the Conditions Subsequent in accordance with Clause 3.7; or
		6. where Gas Networks Ireland is legally obliged by law to terminate this Agreement or where there is a change in law which renders it impossible for Gas Networks Ireland to carry out its material obligations under this Connection Agreement.
	2. **Pre-Condition to Termination by Gas Networks Ireland**: Except for Clause 13.1.6 which shall not apply to this Clause 13.2, in circumstances where Gas Networks Ireland is entitled to issue a termination notice under Clause 13.1, it shall not do so unless:
		1. it shall have firstly issued to the Company written notification of its intention to terminate this Connection Agreement; and
		2. where capable of remedy, the Company shall have failed to rectify the situation to the satisfaction of Gas Networks Ireland within 15 Business Days from the date of the deemed receipt of a notification issued under 13.2.1.
	3. **Mutual Rights of Termination**: Either Party shall be entitled to terminate this Connection Agreement by serving a notice of termination on the other Party in the event that:
		1. there is a prolonged event of Force Majeure which gives rise to a right to terminate in accordance with Clause 15.2;
		2. any Relevant Approvals required by Gas Networks Ireland for the provision or performance of the Works shall be refused, withdrawn, invalidated or not renewed;
		3. there is a failure by the other Party to make, when due, any payment under this Connection Agreement required to be made, provided that such failure is not remedied within 15 Business Days after notice of that failure is given to such defaulting Party;
		4. there is any material breach by the other Party of its obligations pursuant to this Connection Agreement;
		5. if the other Party becomes insolvent, unable to pay its debts when they fall due, ceases to trade or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or is dissolved for any reason or has bona fide legal proceedings started against it for its winding-up which are not vexatious or incompetent;
		6. if, in respect of the other Party, any bona fide action or other steps are taken or legal proceedings are started (and are not withdrawn within ten Business Days) for the liquidation, winding-up, dissolution or for the appointment of a receiver, liquidator, administrator, examiner or similar officer of such Party;
		7. if, in respect of the other Party, an encumbrancer takes possession of, or a liquidator, receiver or an administrator or examiner is appointed over a substantial part of the assets of such Party or any security granted by such Party becomes enforceable;
		8. if the other Party is deemed to be unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 (the other Party shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the other Party with recourse to all appropriate measures and procedures);
		9. if the other Party enters into any composition, assignment, scheme or arrangement with creditors generally of the other Party (other than for the purpose of a voluntary solvent reconstruction or amalgamation);
		10. if the other Party is suffering a distress, execution, sequestration or other process being levied or enforced upon or sued or against all or any substantial part of its assets, rights or revenues which is not discharged, stayed, or dismissed within 15 Business Days; or
		11. if any event equivalent or analogous to any of the events specified in Clause 13.3.5 to 13.3.10 (inclusive) above occurs in relation to the other Party in any jurisdiction.
	4. **Effect of a Termination Notice**: Save where otherwise provided for in this Connection Agreement, termination pursuant to any notice served under Clause 13.3 will take effect 15 Business Days after the date of service.
	5. **Termination Costs**: In the event of termination of this Connection Agreement in accordance with this Clause 13, the Company shall be liable for the Termination Costs.
	6. **Survival of Rights of Action:** Termination of this Connection Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party under this Connection Agreement.
	7. **Company’s right to refer any Termination to the Commission**: Any termination notice issued by Gas Networks Ireland shall include a notice to the Company informing the Company of its right to refer the proposed termination to the Commission for determination in accordance with Section 9 of the Act. If the Company exercises its right to refer a proposed termination of this Connection Agreement by Gas Networks Ireland to the Commission then Gas Networks Ireland will not proceed with, or proceed further with, any action or claim either relating to or arising out of its right to terminate this Connection Agreement until such time as the Commission has issued its determination in respect of such referral.
	8. **Option for early Termination**:
		1. The Company shall have the option to terminate this Connection Agreement in the initial stage of the Works in advance of the procurement by Gas Networks Ireland of any Materials required for the Connection Facilities or the Works (the “**Procurement**”). For the avoidance of doubt, any termination by the Company under this Clause 13.8.1 must be exercised prior to any verbal of written orders being placed or executed by Gas Networks Ireland in relation to the Procurement.
		2. In exercising its termination option under clause 13.8.1 above, the Company shall serve not less than 15 Business Days’ written notice on Gas Networks Ireland. This Connection Agreement shall then terminate immediately provided that the Company has paid to Gas Networks Ireland:
			1. the Development and Construction Costs incurred up to the date on which this Connection Agreement terminates under this clause; and
			2. all costs in connection with the termination of this Connection Agreement including (i) all non-recoverable cancellation charges and internal Gas Networks Ireland costs and (ii) all costs associated with termination of any contracts and arrangements referable to the Works, in each case, irrespective of whether such costs are incurred before or after termination of this Connection Agreement.

1. **DISPUTE RESOLUTIOn**
	1. **Notification of a Dispute****:** Any Dispute between the Parties shall be resolved, if possible, by negotiation. In the event that no agreement is reached within 15 Business Days of the date on which either Party first notified the other Party that a Dispute exists, or such longer period as is specifically provided for elsewhere in this Connection Agreement, either Party shall have the right to have the Dispute determined in accordance with Clause 14.2 or 14.3, as appropriate.
	2. **Expert:** Where this Connection Agreement expressly provides (or the Parties otherwise agree) for a Dispute to be determined by an Expert, then the Dispute shall be referred to an Expert appointed in accordance with this Clause 14.2:
		1. the Parties shall attempt to agree on the appointment of a single Expert to settle the Dispute. If, within 10 Business Days of the date on which the Dispute was referred for determination by an Expert under Clause 14.2 the Parties have been unable to agree on the choice of an Expert, either Party may inform the Commission of the nature and complexity of the Dispute and request it to appoint a single Expert for the determination of the Dispute and such appointment shall be binding on the Parties. If the Commission refuses to make such an appointment or does not do so within 15 Business Days of being requested by the Parties, either Party may then request the President for the time being of the IEI to appoint an Expert within 15 Business Days of being requested to do so;
		2. following the appointment of the Expert, the Parties shall immediately notify the Expert of his appointment and shall request him to confirm within 5 Business Days whether or not he is willing and able to accept the appointment. If he accepts the appointment, the Expert shall thereafter determine the procedure for the determination of the Dispute and shall notify this to the Parties;
		3. unless otherwise determined by the Expert, the costs and expenses of the Expert, any independent advisers to the Expert and any costs of his or their appointment (if he is or they are appointed by agreement between the Parties, or by the Commission or the IEI) shall be borne by the unsuccessful Party; and
		4. an Expert appointed under this Connection Agreement shall not be deemed to be an arbitrator but shall render his decision as an Expert and the law relating to arbitration shall not apply to such Expert or his determination or the procedure by which he reached his decision. Subject to any right of appeal or other right which may exist at law, the determination of the Expert shall be final and binding upon the Parties.
	3. **Arbitration**: Any Dispute in relation to any matter other than a matter referred to for determination by an Expert in accordance with Clause 14.2 which is not resolved by negotiation under Clause 14.1 may be referred by any Party to arbitration pursuant to this Clause 14.3. The procedure for arbitration shall be as follows:
		1. the arbitrator shall be a person agreed between the Parties or, if the Parties cannot agree within 10 Business Days after the referral to arbitration, any Party may inform the Commission of the nature and complexity of the Dispute and request it to appoint a single arbitrator for the determination of the Dispute within ten Business Days;
		2. if the Commission refuses to make such an appointment or does not do so within 10 Business Days after the date of being requested to do so, any of the Parties may then request the President for the time being of the IEI to appoint an arbitrator within ten Business Days of being requested to do so;
		3. subject to any right of appeal or other right which may exist at law, the arbitrator’s award shall be final and binding on the Parties. The arbitration shall take place in Cork, Ireland and the language of the arbitration shall be English;
		4. unless otherwise agreed by the Parties, any reference to arbitration shall be conducted in accordance with the Institute of Engineers of Ireland Arbitration Procedure (2011) or any amendment or modification thereof being in force at the time of the appointment of the arbitrator; and
		5. any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010.
	4. **Performance to Continue during Dispute****:** Insofar as practicable, the Parties shall continue to implement the terms of this Connection Agreement notwithstanding the initiation of litigation or expert proceedings and any pending Dispute. No payment due or payable by Gas Networks Ireland or the Company shall be withheld on account of pending litigation or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.
	5. **Survival:** The provisions of Clause 14.1, 14.2 and 14.3 shall continue after the termination of this Connection Agreement where notice of the existence of the Dispute was given under Clause 14.1 prior to termination.
	6. **Statutory Right**: Nothing in this Connection Agreement is intended to prejudice the Company’s right under Section 9 of the Act to refer a Dispute to the Commission for determination.
2. **FORCE MAJEURE**
	1. **Consequences of a Force Majeure Event**: If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out its obligations under this Connection Agreement, the Party affected shall be released from its obligations (other than the obligations to pay money) and suspended from the exercise of its rights under this Connection Agreement to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist. This temporary release and suspension shall come into effect upon notice in writing of such Force Majeure from the Party affected to the other Party, which shall be provided as soon as possible after the occurrence of the cause relied on. The Party affected shall use all reasonable endeavours to prevent, avoid, overcome or mitigate the effects of such occurrence.
	2. **Termination due to Force Majeure**: If the circumstances of Force Majeure exist for a continuous and uninterrupted period of 18 months then subject to the proviso in Clause 15.1 either Party shall be entitled to terminate this Connection Agreement on 15 Business Days’ notice in accordance with the provisions of Clause 13.4. Such termination shall be without prejudice to the accrued rights and obligations of the Parties up to the date of termination and other than the payment obligations that may arise under this Connection Agreement as a result of such termination, no further payment shall be due to or by either Party after the date of termination.
3. **DISCLOSURE OF INFORMATION**
	1. **Confidential Information**: Subject to Clause 16.2, unless the prior written consent of the other Party is obtained, each Party shall at all times during the continuance of this Connection Agreement utilise all information supplied by it to the other Party (or any of its representatives or employees) only for the purpose of the performance of this Connection Agreement and for no other purpose whatsoever. Each Party shall at all times during the continuance of this Connection Agreement and for a period of 2 years after its termination keep all such Confidential Information strictly confidential. The obligations contained in this Clause 16.1 shall not apply where the information in question is in the public domain either at the time of disclosure or at any time thereinafter other than by reason of a breach of this Connection Agreement.
	2. **Permitted Disclosures of Confidential Information**: Notwithstanding the provisions of Clause 16.1, it shall not be a breach of this Connection Agreement for a Party to disclose Confidential Information:
		1. to a professional advisor of, or a consultant to such Party;
		2. to any Affiliate of such Party;
		3. to any bona fide potential transferee or assignee of the whole or a significant part of the issued share capital of such Party or any Affiliate thereof or of such Party’s interest under, or related to, this Connection Agreement, provided that such Party obtains the prior written agreement of the potential transferee or assignee that it shall only use the disclosed information for the purposes of the potential transfer or assignment;
		4. to the extent required by law or any legal requirement (including any licence) or the regulations of a recognised stock exchange, or any governmental agency;
		5. to the extent required by the order of any court or statutory body having competent jurisdiction over the receiving party;
		6. to the Commission or any other Competent Authority;
		7. to any person to which disputes are referred for resolution in accordance with Clause 14; or
		8. in order to comply with the terms and conditions of the Code of Operations.
	3. **Freedom of Information Act 2014**: The Company recognises that Gas Networks Ireland is subject to legal duties which may require the release of information under the Freedom of Information Act 2014 and other applicable legislation or codes governing access to information. Such information may include matters relating to, arising out of or under this Connection Agreement. Any information which must be so disclosed by Gas Networks Ireland will not be considered Confidential Information for the purposes of this Connection Agreement.
4. **NO WAIVER**
	1. A waiver of any term, provision or condition of or consent granted under this Connection Agreement shall be effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given.
	2. No failure or delay on the part of any Party in exercising any right, power or privilege under this Connection Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
	3. A Party that exercises in whole or in part any right and remedy provided under this Connection Agreement or by law is not precluded or restricted from the further exercise of that or any other right or remedy.
	4. Unless specifically provided otherwise, any remedy or right conferred upon any Party for breach of this Connection Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Connection Agreement or provided for by law.
5. **CONTINUING OBLIGATIONS**
	1. The obligations of the Parties as described in Clauses 7, 9, 11, 13, 14, 16, 20 and 27of this Connection Agreement shall continue in full force and effect and be fully binding on the Parties notwithstanding termination or expiry.
6. **ASSIGNMENT and subcontracting**
	1. Neither Party shall be entitled to assign the benefit or transfer the burden of this Connection Agreement without prior written consent of the other Party such consent shall not be unreasonably withheld or delayed.
	2. Where the Company intends to assign the benefit or transfer the burden of this Connection Agreement to a third party, it shall be required:
		1. to demonstrate to the satisfaction of Gas Networks Ireland that the proposed assignee has the financial ability to fulfil the Company’s obligations under this Connection Agreement; and
		2. to procure that alternative financial security for its obligations under this Connection Agreement, in a form satisfactory to Gas Networks Ireland, is put in place in respect of the proposed assignee’s obligations pursuant to this Connection Agreement.
	3. **Assignment to an Affiliate of Gas Networks Ireland**: Notwithstanding anything to the contrary in the Clause 19.1 or 19.2, nothing shall prevent Gas Networks Ireland from assigning the benefit or transferring the burden of this Connection Agreement to an Affiliate, such Affiliate to have all the necessary consents, licences, permits, approvals authorisation and any such other requirements necessary for the completion by it of its obligations under this Connection Agreement.
7. **NOTICES & COMMUNICATIONS**
	1. **Communications**: Any notices or other communications required under this Connection Agreement shall be made by post or email or such other means that Gas Networks Ireland may specify from time to time, so long as same is in writing, in the case of Gas Networks Ireland, to the principal place of business of Gas Networks Ireland as specified in Clause 20.2.2 and in the case of the Company, to the Company’s address specified below in Clause 20.2.1. Such notice or communication shall be deemed delivered when received in a legible form.
	2. Notice Details:
		1. The Company’s address for service is set out in Schedule 1.
		2. Gas Networks Ireland’s address for service is as follows:

Gas Networks Ireland

Gasworks Road

Cork

Attn: National Customer Acquisition Manager

Tel Number: 021 4534000

Fax Number: 021 4534001

Email: new\_connections@gasnetworks.ie

* + 1. If Gas Networks Ireland changes its principal place of business it shall promptly notify the Company in writing.
		2. If the Company changes its address for service in Ireland (as specified above) it shall promptly notify Gas Networks Ireland in writing.
1. **ENTIRE AGREEMENT**
	1. This Connection Agreement and any documents referred to in it constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of this Connection Agreement.
	2. Each Party acknowledges and agrees that in entering into this Connection Agreement and the documents referred to in it, it has not relied on any statement, representation, warranty or undertaking of any person which is not expressly set out in this Connection Agreement or those documents referred to in it.
2. **severance**
	1. Each provision and each part of each provision of this Connection Agreement is separate, severable and enforceable. If at any time any provision (or part of a provision) is adjudged by any court or body of competent jurisdiction to be void or unenforceable, neither the validity, legality and enforceability of the remaining provisions of this Connection Agreement in that jurisdiction nor any provision of this Connection Agreement in any other jurisdiction shall be in any way affected or impaired by that judgment.
	2. If all or any part of a provision of this Connection Agreement transpires not to be enforceable against any of the Parties, that non-enforceability shall not render that provision unenforceable against any other Party.
	3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it would be deleted or modified, the provision shall apply with whatever deletion or modification is necessary to give effect to the commercial intention of the parties. The Parties consent to a court or body of competent jurisdiction giving effect to a provision in such modified form as may be decided by that court or body.
3. **variation**
	1. This Connection Agreement may be varied only by a document in writing signed by or on behalf of all the Parties or their authorised representatives. No other form of variation is permitted.
4. **NEW INDUSTRY STRUCTURE AND INDUSTRY REGIME**
	1. **Changes to Legal Requirements:** If, after execution of this Connection Agreement, there shall be enacted and brought into force any Legal Requirement for:
		1. the further reorganisation of the gas industry in Ireland or any material part of it;
		2. the further facilitation of the introduction of third party interests into the affairs of the gas industry in Ireland or any part of it; or
		3. the amendment or variation of any policy of Gas Networks Ireland or the manner in which the Transportation System and any agreements or protocols related thereto are organised,

which necessitates a variation to this Connection Agreement, the Parties shall effect such changes as are reasonably necessary so as to ensure that the operations contemplated by this Connection Agreement shall be conducted in a manner which is consistent with the effect of the new Legal Requirement and most closely reflects the intentions of the same with effect from the date thereof provided that any such amendment will be of no greater extent than is required by reason of the same.

* 1. **Referral to the Commission**: If any variation proposed under Clause 24.1 has not been agreed by the Parties within three months of it being proposed (the Parties acting as soon as reasonably practicable), either Party may refer to the Commission for determination and the Parties agree to abide by and to give effect to the Commission’s determination, if necessary by entering into an agreement supplemental to this Connection Agreement.
	2. Such changes shall have effect upon the date upon which the Legal Requirement or change in the Code of Operations, in question is brought into force with such transitional arrangements as shall be reasonable and as are in compliance with the new legislation, directive, rule, regulation, direction, statutory instrument or order, or change in the Code of Operations referred to in Clause 24.1.
1. **anti corruption**
	1. The Company and Gas Networks Ireland each represent to the other that, with respect to this Connection Agreement and to the best of their knowledge they have not acted in contravention of the:
		1. Prevention of Corruption Acts 1889 to 2010;
		2. US Foreign Corrupt Practices Act of 1977; or
		3. UK Bribery Act 2010.

(together the “**Anti-Corruption Laws**”)

* 1. The Company and Gas Networks Ireland each represent to the other that they have not directly or indirectly made any offer, payment, promise to pay, or authorized payment, or offered a gift, promised to give, or authorized the giving of anything of value to any officer, employee or person acting in an official capacity for any government department or agency or public international organisations (a “**Government Official**”) while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing an act or decision of the Government Official in his or her official capacity, (ii) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (iii) securing an improper advantage or (iv) inducing the Government Official to use his influence to affect or influence any act or decision of a government, in order to assist the Company or Gas Networks Ireland or any of its Affiliates in obtaining or retaining business.
	2. The Company and Gas Networks Ireland each warrant to the other that, with respect to this Connection Agreement they will not:
		1. violate any Anti-Corruption Laws; and
		2. directly or indirectly make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorise the giving of anything of value to any Government Official or any other person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing an act or decision of the Government Official in his or her official capacity, (ii) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (iii) securing an improper advantage or (iv) inducing the Government Official to use his influence to affect or influence any act or decision of a government or instrumentality, in order to assist Intel or any of its affiliates in obtaining or retaining business.
	3. If Gas Networks Ireland or the Company learns or comes to have reason to know of any payment or transfer (or any offer or promise to pay or transfer) in connection with this Connection Agreement that would violate Anti-Corruption Laws, it shall immediately disclose it to the other Party.
1. **counterparts**
	1. This Connection Agreement may be executed in any number of counterparts and by the different Parties on separate counterpart, each of which when executed and delivered shall constitute an original, all the counterparts together constituting the same agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart. The Parties agree that this Connection Agreement may be executed electronically. Transmission of an executed counterpart of this Connection Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall also constitute delivery of an executed counterpart of this Connection Agreement.
2. **GOVERNING LAW and jurisdiction**
	1. This Connection Agreement and any dispute arising from it shall be governed by, and construed in accordance with, the laws of Ireland.
	2. Subject to the provisions of Clause 14, each of the parties irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Ireland for any of the purposes of this Connection Agreement.
3. **COMPANY’S Process AGENT**
	1. **Appointment of Process Agent**: Where the Company is not an Irish registered company, it hereby confirms that it has irrevocably appointed the Process Agent to receive service on its behalf in respect of any proceedings before the courts of Ireland in connection with this Connection Agreement.
4. **ASSENT**
	1. The Company **HEREBY ASSENTS** to the registration of the rights hereby granted to Gas Networks Ireland under this Connection Agreement (and in particular Clause 4) as a burden or a caution against the Company’s Premises.

**IN WITNESS** **WHEREOF** this Connection Agreement has been executed on the day and year first above written.

SIGNED ..............................................................

Print Name:……………………………………

being duly authorised to sign this Connection Agreement on behalf of

**GAS NETWORKS IRELAND**

Date:

SIGNED ..............................................................

Print Name:……………………………………

being duly authorised to sign this Connection Agreement on behalf of

**[...]**

Date:

1. **PROJECT SPECIFIC DETAILS**

This Schedule sets out the information specific to this Connection Agreement and should be read together with the standard conditions of the Connection Agreement and Schedule 4 Special Conditions.

|  |
| --- |
| **Company and Project details:** |
| The Company |  |
| Company’s Premises: |  |
| Description of Connection Facilities: |  |
| **Relevant particulars of the Programme and Works:** |
| CP Longstop Date: |  |
| Target Completion Date: |  |
| **Financial Information:** |
| Estimate: |  |
| Amount of First Stage Payment |  |
| Form of Financial Security to be provided: |  |
| Amount of Financial Security Required: |  |
| Initial Required FS Term: |  |

1. **Works PLANS**

Part 1 – Site Plan

Part 2 – Pipeline Route Plan

1. **PROGRAMME**
2. **special conditions[[1]](#footnote-1)**

The standard clauses in the Connection Agreement are hereby amended or supplemented as follows:

|  |  |
| --- | --- |
| Clause Number in the Connection Agreement | Amendment to standard Clause |
|  |  |

1. **WAYLEAVE CONSENT FORM**

**GAS NETWORKS IRELAND**

**[XX] TO [XX] PIPELINE**

**PROJECT XXX**

**CONSENT TO LAYING OF GAS PIPELINE(S),**

**- CONSENT FORM**

Drawing No.: [XX]

I/We ............................................. am/are sole owners(s) / joint owner(s) / Leaseholder(s) / occupying tenant(s) of the land shown on the plan reference received from Gas Networks Ireland (GNI).

The land is used for the following purposes \*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In consideration of the payment to me/us of the sum referred to below and in further consideration of the undertakings to be entered into by GNI in the Deed of Easement (as per the appropriate form attached) for the protection of the said land, I/We agree to (join in the) grant to GNI a wayleave (in the form of the Deed of Easement) to lay, operate and maintain a pipeline(s), and apparatus as defined in Clause A(iv) in the Deed of Easement connected therewith in a working strip of land, which may be subject to minor re-routing to meet particular construction and engineering requirements for the over-all pipeline of the width specified below and as indicated on the enclosed plan.

Width of Permanent Wayleave - X metres

Working Width (including Xm permanent wayleave) - X metres

The working width may be varied to meet the particular requirements along the route.

I/We hereby acknowledge that I/We have received the form of Deed of Easement herein referred to, and I/We agree to execute the Deed of Easement in that form and return the executed Deed of Easement to the Wayleave Manager at GNI in accordance with the requirements of the Connection Agreement which we have entered into with GNI.

In consideration of the advance payment (as hereinafter specified) to be made to me/us under the terms aforesaid, I/We forthwith irrevocably authorise GNI, its servants, agents, consultants and contractors:

(a) to enter upon the proposed wayleave strip, and

(b) to enter upon the adjoining working width.

for the purposes of laying, operating and maintaining the requisite pipeline(s) and ancillary apparatus in connection therewith.

I/We note that the formal Deed of Easement will be prepared by GNI at its own expense and that GNI will pay me/us €5.00 in a Full and Final Settlement for permanent wayleave granted.

The compensation payment will be made subject to the establishment by me/us of prima facie evidence of title to the reasonable satisfaction of GNI’s legal advisors together with GNI obtaining the consent of the appropriate Statutory Bodies pursuant to the Gas Act, 1976 (as amended).

It is acknowledged that the agreement to grant the Wayleave as detailed in this form of Consent will bind my/our successors in title and assigns and that if I/we sell the land that is subject to the proposed easement that I/we will:

i) notify the purchaser of the provisions of this Connection Agreement; and

ii) contractually bind the purchaser to grant the Wayleave herein provided to GNI upon completion of the Project in accordance with the terms of this consent form.

GNI may collect and process data relating to you and your successors in title for administration, safety and pipeline maintenance purposes for the duration of the existence of the wayleave. GNI may disclose such data to its agents solely to the extent necessary to complete the acquisition of the wayleave and for ongoing operational requirements under the Gas Act 1976 (as amended).

If you wish to contact our Data Protection Officer, please write to us at Data Protection Officer, P.O. Box 51, Gasworks Road, Cork or at networksinfo@gasnetworks.ie.

Signed: ..................................................\* Signed: ..................................................\*

Date: .....................................................\* Date: .....................................................\*

Please return the completed form on or before [date] to:

Wayleave Manager Note: If there is a leaseholder or occupying

Gas Networks Ireland, tenant, joint owners, joint leaseholders or

P.O. Box 51, joint tenants, please inform GNI

Gasworks Road

Cork.

1. **ForM of DeEd of Easement**

**PLEASE SEE PDF entitled “TX DEED OF EASEMENT - DEVELOPMENT” for a pro forma copy.**



1. **TECHNICAL PROJECT INFORMATION**

This Schedule sets out the technical information required by Gas Networks Ireland from the Company pursuant to Clause 3.3.7 of the Connection Agreement.

|  |  |
| --- | --- |
| **Connection Technical Specification**  |  |
| Gross Max Hourly Quantity (kWh) |  |
| Gross Min Hourly Quantity (kWh) |  |
| Gross Max Daily Quantity (kWh) |  |
| Gross Estimated Annual Consumption of Gas |  |
| Ramp rate\*(kW/minute) |  |
| Pressure\*\*(mbar) |  |
| Building Energy Monitoring System (BEMS) signal required from GNI AGI |  |

*\*The downstream system owner (client) is responsible for analysing and ensuring there is sufficient buffer volume available downstream of the GNI AGI. GNI recommends that all clients that request pressure control carry out a formal transient analysis of their process at the earliest opportunity and adequate buffer volume is installed. Failure to provide adequate buffer volume downstream (client side) of the GNI AGI can result in interruptions to gas supply impacting customer plant reliability.*

*\*\*The maximum guaranteed pressure as per the Code of Operations is 19 barg.*

All Above Ground Installations (AGI) are bespoke designs to meet; the customer technical requirements, specific site access and egress conditions and therefore can range in size of footprint (in the order of up to 65 metres x 65 metres, indicative layouts are available upon request from the customer)

1. The purpose of this Schedule is to allow the parties provide for conditions and circumstances which are particular to each connection. This Schedule shall not be used to vary the general terms and conditions of the Connection Agreement indiscriminately. [↑](#footnote-ref-1)